REQUEST FOR PROPOSALS
(*PROCUREMENT OF SERVICES*)
For Simple Assignments

SERVICES FOR

*Development of citizenship issues investigation subsystem
for the State Migration Service of the Republic of Azerbaijan*

Prepared by

IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

*Baku, Azerbaijan
03 April 2017*

REQUEST FOR PROPOSALS
RFP No.: *AZ-003-2017*

Mission: *Republic of Azerbaijan*

Project Name: *Consolidation of Migration and Border Management Capacities in Azerbaijan*
WBS: *TC.0663.AZ10.54.11.002*

Title of Services: *Development of citizenship issues investigation subsystem for the State Migration Service of the Republic of Azerbaijan*

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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Development of citizenship issues investigation subsystem the State Migration Service of the Republic of Azerbaijan* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services*: development of citizenship issues investigation subsystem.* More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm 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. Standard Form of Contract

The Proposals must be delivered through e-mail to bakutender@iom.int - on or *before 03 May 2017, 18:00, Baku time*. 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

Ilham Kazimov

Procurement / Logistics Coordinator
International Organization for Migration (IOM)

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

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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 4.3. 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 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.

    1.5   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 IV. terms of reference).

2.   **Corrupt, Fraudulent, and Coercive Practices**

    2.1   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

3.1 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 RFP.

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. Only the request for clarifications must be sent in writing or by standard electronic means and submitted to IOM at the address nmurshudli@iom.int in CC: ikazimov@iom.int at least *7 (seven) 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 RFP 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 in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.

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

6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention
to the following:

   a) If a Service Provider/ Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.[1]

   b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.

   c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.

   d) Proposed professional staff must, at a minimum, have the experience of at least *one year,* preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

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[1] *This clause shall be included/revised as deemed necessary*

a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)

c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).

d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the *one year.*

e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF–6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).

g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, consultants 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) such as indicated on the page 25. 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. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

7.4. Service Providers/ Consulting Firms shall express the price of their services in USD without VAT.

7.5 The Financial Proposal shall be valid for *90 days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment[2]. 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.

8. Submission, Receipt, and Opening of Proposals

8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.

8.2 Official e-mail for submission will be bakutender@iom.int and Format of proposals must be PDF files only.

8.3 Financial proposal should be password protected; password must not be provided to IOM until it's requested by an email; only bidders that pass the technical evaluation will be asked for password.

8.4 Recommended Max. File Size per transmission is 5 Mb; Mandatory subject of email: "RFP No.: AZ-003-2017"; Time Zone to be Recognized: local Baku time

8.5 Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late".

8.6 The BEAC has the option to review 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.

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[2] *For this purpose, the Mission may have the option to require short-listed Consultants a bid security.*

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 *30 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 an evaluation criteria, sub criteria and point system[3]. Each responsive proposal shall be given a 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:

<u>Points</u>

(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment: [*0 - 10*]
At least one software development project similar by Methodology, size and complexity completed successfully during the last year
No project completed [*0*]

(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:

a) Technical approach and methodology 15
b) Work plan 10
c) Organization and staffing 5
Total points for criterion (ii): 30

(iii) Key professional staff qualifications and competence for the assignment:

a) Business Analysts *20*
b) Implementation Specialist *10*
c) Backend Developer *10*
d) Frontend Developers *10*
e) Database Developer *10*
Total points for criterion (iii): *60*

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications *30%*
2) Adequacy for the assignment *50 %*

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[3] *The criteria, sub criteria and point system may vary depending on the requirement of the Mission*

3) Experience in region and language *20%*
Total weight: 100%

The minimum technical score St required to pass is: <u>70 Points (</u>70 %)

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 the password for their financial proposal is not required

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 weights[4] (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; 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.

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 *June 13, 2017 at IOM Baku, Yashar Husseynov 18, Baku, Azerbaijan*.

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 on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually 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 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.

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[4] *May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.*

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 if RFP was not manually submitted - delivered by hand.

13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on June 20, 2017.

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.

14.1.2 Since all information contained in the components of the system of the State Migration Service (SMS) of the Republic of Azerbaijan is considered as a state security, SMS requests the winner company to sign an additional commitment document with IOM on security and confidentiality.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Baku, Date]

To: Chairperson of the BEAC

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.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF – 2: Service Providers/ Consulting Firms Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff

Name	Position	Task

2. Support Staff

Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*]

_____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[*Signature of staff member and authorized representative of the firm*]   *Day/Month/Year*

Full name of staff member:_____

Full   name   of   authorized   representative: _____

TPF-6: Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Months (in the Form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: _____   Part-time: _____
Reports Due: _____
Activities Duration: _____
Location _____

_____

Signature of Authorized Representative:

Full Name:_____
Title: _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	Duration												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Baku, Date]

To: Chairperson of the BEAC

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.

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF– 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
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:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase):[2] _____ _____	Description: [3] _____ _____	
Cost Component	**Costs**	
	Currency	Amount
Remuneration [4]		
Reimbursable Expenses [4]		
Subtotals		

[1] Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

[2] Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

[3] Short description of the activities whose cost breakdown is provided in this Form.

[4] For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:
Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

[1] Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

[2] Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:
Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Description[1]	Unit	Unit Cost[2]
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

[1] Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms
[2] Indicate unit cost and currency.

Authorized Signature:
Name and Title of Signatory:

Section IV. Terms of Reference

IOM is an inter-governmental organization with 166 Member States and 8 states holding Observer status. Since 19 September 2016, IOM is part of the UN system as a related organization. IOM presence in Azerbaijan dates back to 1996. IOM has been implementing a variety of projects in line with its mission to assist the Government of Azerbaijan in meeting the operational challenges of migration, advance understanding of migration issues, encourage social and economic development, and uphold the human dignity and well-being of migrants. On 1st September 2014 IOM started the implementation of the project "Consolidation of Migration and Border Management Capacities in Azerbaijan (CMBA)" funded by the European Union and co-funded by BP and Co-venturers. The aim of this project is to enhance the capacities of Azerbaijani authorities in the area of migration and border management in line with relevant EU-Azerbaijan Agreements, in particular the Visa Facilitation and Readmission Agreements.

Summary of the Action

The IOM invites eligible bidders to submit proposals for improvement of e-services of the State Migration Service. The IOM will carry out the bidding process to identify service provider(s) for development of citizenship issues investigation subsystem

Purpose

This sub-system is designed to automate the process of Citizenship Determining. The system to be set up must ensure the automation of the process to execute requests or inquiries addressed to the SMS, to conduct studies related to these applications by executor, to verify documents and border crossing data and to prepare the process of preparing a final decision. The system needs to be developed in the existing IMIS platform and database structure (architecture) and the current data should be used. The internal service information flow through the system should be provided through the "Electronic Document Management" system to be prepared for the SMS.

To determine the citizenship of the sub-system is designed to automate the process. SMS system to be set up to investigate the citizenship survey or questionnaire, which included the development of the executive to conduct research related to these applications, documents and automation of cross-border data verification and to ensure that the process of preparing a final decision. UMIS system's existing platform and database structure (architecture) should be developed and the current data. SMS system for the flow of internal information service, the "Electronic Document Management" system should be provided with.

The general concept of the system

The information system will be a centralized system. All users will be able to use the central server designed for applications. All application forms will be stored in the general central database. The sub-system will be Internet-based. This means that:

- The full system's functionality will appear in an Internet browser (e.g., Internet Explorer / Edge / Chrome / Firefox).

- All programs will be uploaded to the central server and managed from there.

- Users do not need (or there's minimal need) to load programs to work stations.

The basic system structure is based on the SOA approach. This approach facilitates the following:

- For the processes outside the system, the system will use services for exchange of information with other systems easily and quickly.

- For the processes within the system, the system will be comprised from single and independent components associated with each other. However, the user's system is regarded as a total system.

The purpose of the Mission

In order to make the Citizenship Determining Sub-System to be successful, the process of resolving certain issues will cover the following requirements:

- Create Citizenship Determining sub-system component.

- Ensure electronic performance of the acceptance, study of applications, and citizenship decision-making process.

- Provide software for applications and data protection.

- Effective use and distribution of information among stakeholders through the modern system.

High Level Design

Work processes

The Citizenship Determining Sub-System's operating processes will be supported in the following cases.

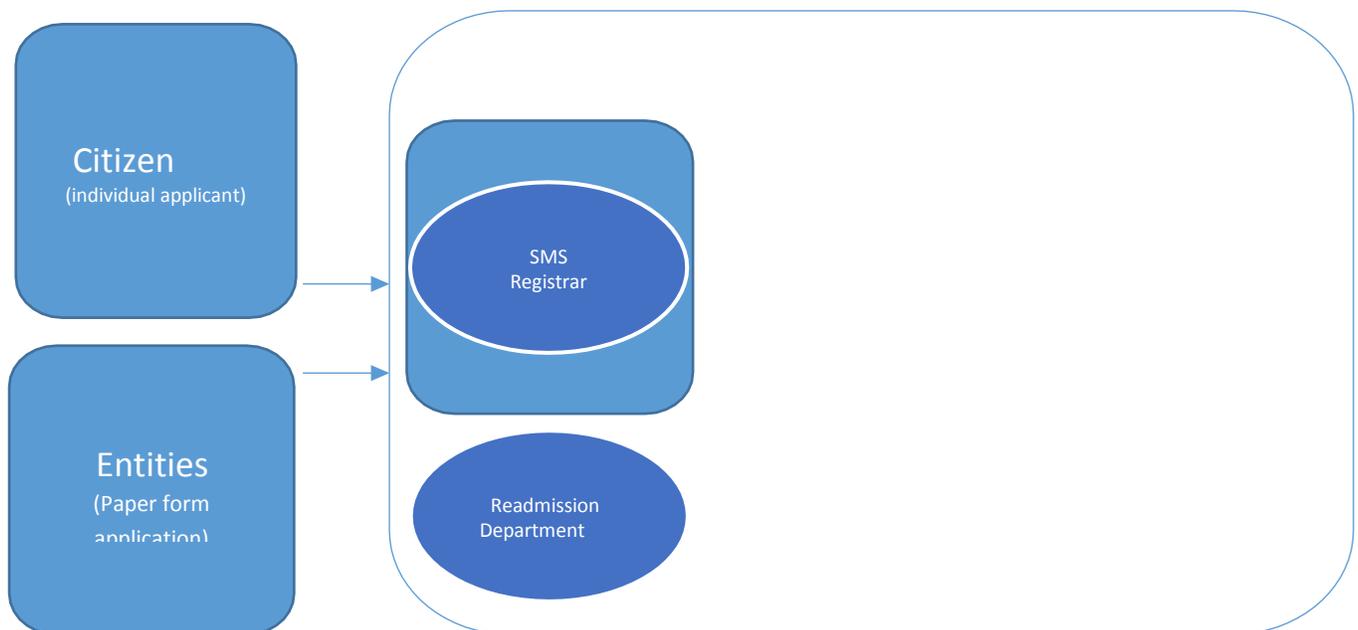| Identifier	Name
UC-1	Enter the Citizenship Determining applications into the system
UC-2	Enter the Citizenship Determining applications into the system
UC-3	Prepare the Citizenship Determining decision
UC-4	Response to opinion surveys and include responses into the system

Registration process of applications

Applications for Citizenship Determining will be carried out in the following forms:

Citizen's application directly to the SMS. In this case, the relevant SMS registrar includes the application into the system.
Applications made from organizations. In this case, the relevant SMS registrar includes the application into the system.
Applications made from Readmission Department. These applications will be entered into the system directly by the Readmission Department.

Application Execution Process

The Citizenship Determining applications shall be executed as follows:

- Applications are redirected to relevant executors after entering the system.
- Executors take information on person/persons for investigations of citizenship determining and such persons' border crossing information from the IMIS/IADSS systems.

As part of the investigation process, the executors send inquiries to other agencies about the person/persons. These investigations can be carried out as follows:
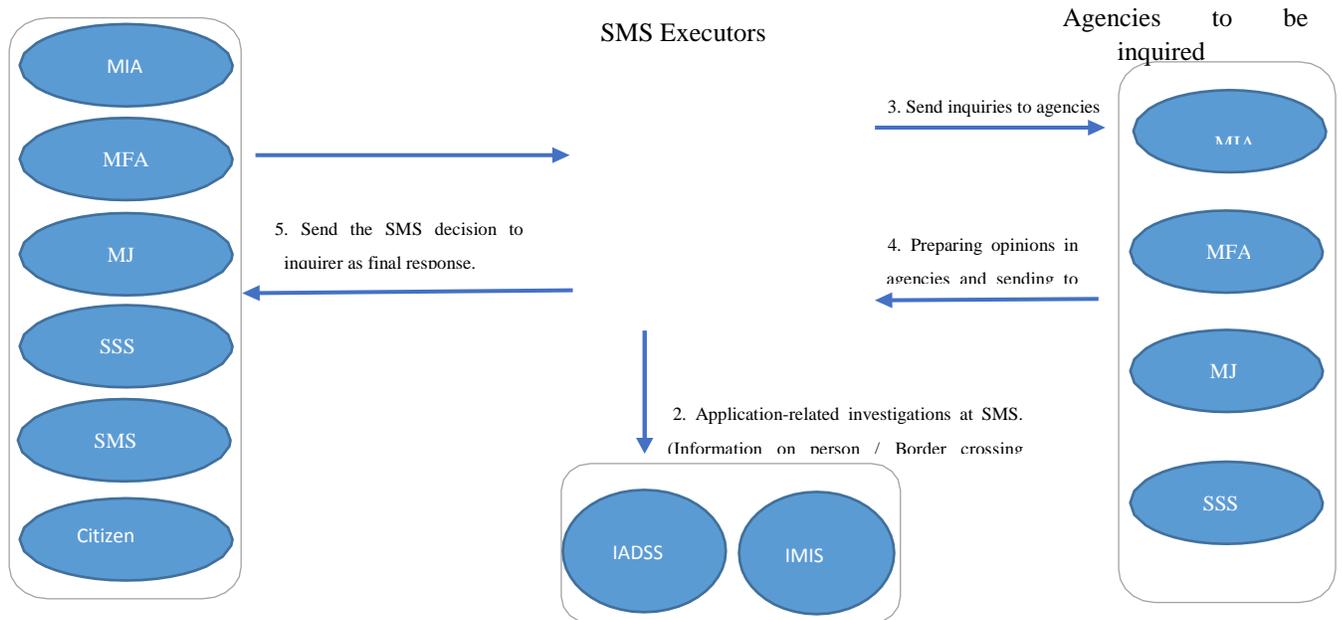
a) Printed and sent as letter.
b) Sent electronically. Working feedback windows for other agencies use are provided as part of this system.

The authorities inquired prepare relevant information about the person and send the respond of the inquiry to the SMS. The respond of the inquiry is accepted as follows:
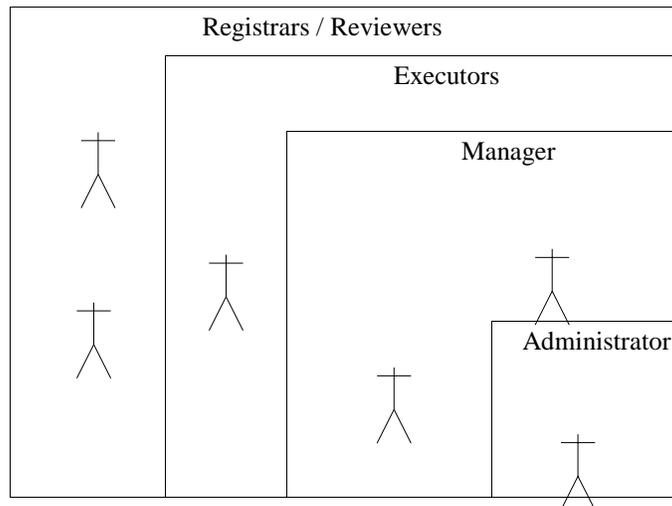
a) Response to inquiries send in a letter format are received as letter and be entered into the system.
b) Response to inquiries send electronically are entered through working feedback window designed for these authorities.

The executor will prepare a decision letter of citizenship based on the investigation results and send it to manager for approval.

Based on the manager's approval, a reply letter will be prepared, printed and sent to the applicant/organization.

SMS Executors

Agencies to be inquired

MIA
MFA
MJ
SSS
SMS
Citizen

3. Send inquiries to agencies

5. Send the SMS decision to inquirer as final response.

4. Preparing opinions in agencies and sending to

MIA
MFA
MJ
SSS

2. Application-related investigations at SMS. (Information on person / Border crossing

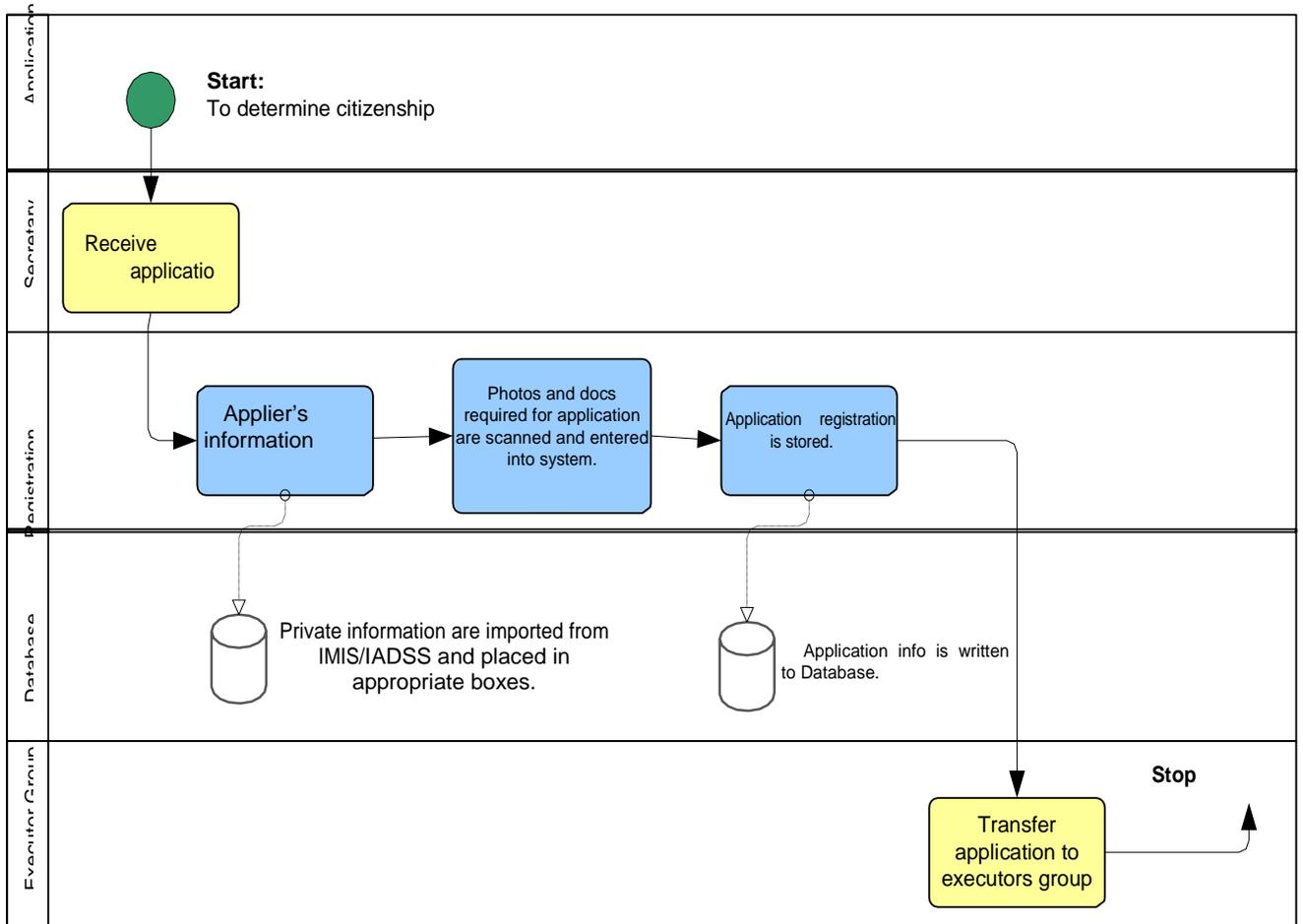IADSS   IMIS

System Users

Actors	Description	Use Cases
Registrar	The user who enters applications from citizens and other agencies into the system	1. Enter applications of citizens in the system 2. Enter applications from agencies in the system 3. Enter opinion inquiries responses into the system
Admin	The system's maximum authorized user	1. Determine executor groups based on registration criteria
Executor	The user who executes application. The user also sends requests in the execution process. The executor also prepares decision letters and reply letters as the result of the process.	1. Investigation of incoming application at the IMIS system 2. Verification of incoming application through IADSS 3. Apply to other agencies for their opinion on incoming application 4. Prepare decision letter for approval and send to manager 5. Prepare final reply letter based on decision letter
Manager / Approving person	This user approves or rejects the citizenship decision prepared by the executor	1. Approve/reject the decision letter
Reviewer	Inquiries sent to other agencies are replied by a relevant employee of the agency.	1. Give response to the incoming opinion request. 2. Require additional information in case the data for opinion request is not enough.

Use Cases

Use Case - 1 / UC1: The inclusion of citizenship determining applications into the system

Workflow Graph

Application

Start:
To determine citizenship

Secretary

Receive applicatio

Registration

Applier's information

Photos and docs required for application are scanned and entered into system.

Application registration is stored.

Database

Private information are imported from IMIS/IADSS and placed in appropriate boxes.

Application info is written to Database.

Executor Group

Stop

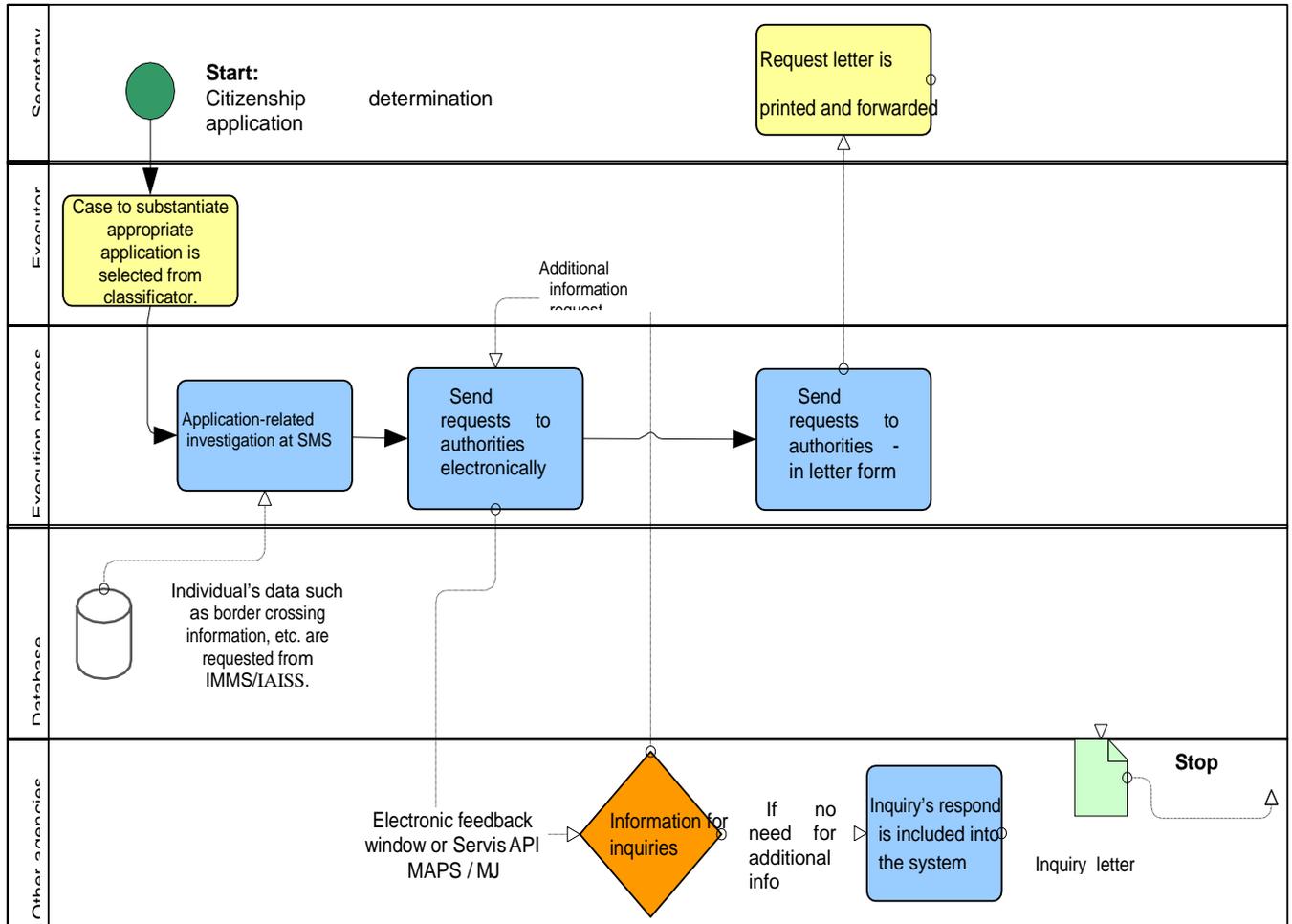Transfer application to executors group

Use Case Description

Use case identifier	Use case 1	Use case name	Entering incoming citizenship determination applications into the system
Users	Registrar		
Description	Incoming citizenship determination applications will be entered into system in two ways: 1. Applications by persons 2. Applications by authorities When an application is being entered into the system, the Registrar will obtain information about the person from appropriate systems (IMIS/IAISS) to ensure the user's comfort and speed up of the registration process and place it in the appropriate fields in the registration window.		
Initial conditions	1. The applications receiving window of the document management system should be on-line. 2. Among applications, the "citizenship determination" application type should be included in the base of the system in advance. 3. There should be option to receive applications directly from persons or entities. 4. List of documents required for this service should be set in advance by Admin module. The list of document types can be found in the List of required documents.		
Further conditions	Application should be registered in the system as defined.		
Normal activity direction	By using the graphical display, the user begins editing works and undertake the following activities: 1. Registrar should be able to enter the data of a person that applies for determining citizenship (to be filled in application form). Person's information necessary for registration is indicated in the registration information contained in this document. 2. The registrar of the documents list (list of the documents required) should be able by selecting the type of document and scanning the required document into the system. 3. The Registrar should be able to see the list of documents required. 4. The Registrar should be able to enter the applicant's documents into the required documents section. 5. The Registrar should be able to scan the applicant's photo into the system.		

Use case identifier	Use Case 1	Use Case name	Entering incoming citizenship determination applications into the system
	6. Data storage and completion of editing. 7. Application is transmitted to executors group based on automatically pre-defined criteria		
Alternative activity area	If while entering the document the system determines that there was already investigation concerning the person, the registrar should re-enter the new application.		
Priority	High		
Using frequency	This type of applications are entered XXX times a day.		
Business Rules	BR-1: Each application should have a unique ID code. BR-2: Application for citizenship determination can enter from the SMS, MIA, SSS, Ministry of Justice, MFA and other entities. BR-3: Applications can also be made by the "Readmission Issues" Department of the SMS. BR-4: Individuals can also apply individually to determine citizenship.		
Specific requirements	XT-1: While entering, information such as entry date, entering authority, and entering user should also be stored automatically. XT-2: Registrar should be able to view the documents entered by him and carry out search operations.		
Commitments	The application's registration can be made by the relevant SMS employees in ASAN service areas, the Secretariat and the Readmission Department.		
Notes & Issues	N/A		

Use Case - 2 / UC2: Investigate incoming citizenship determination applications
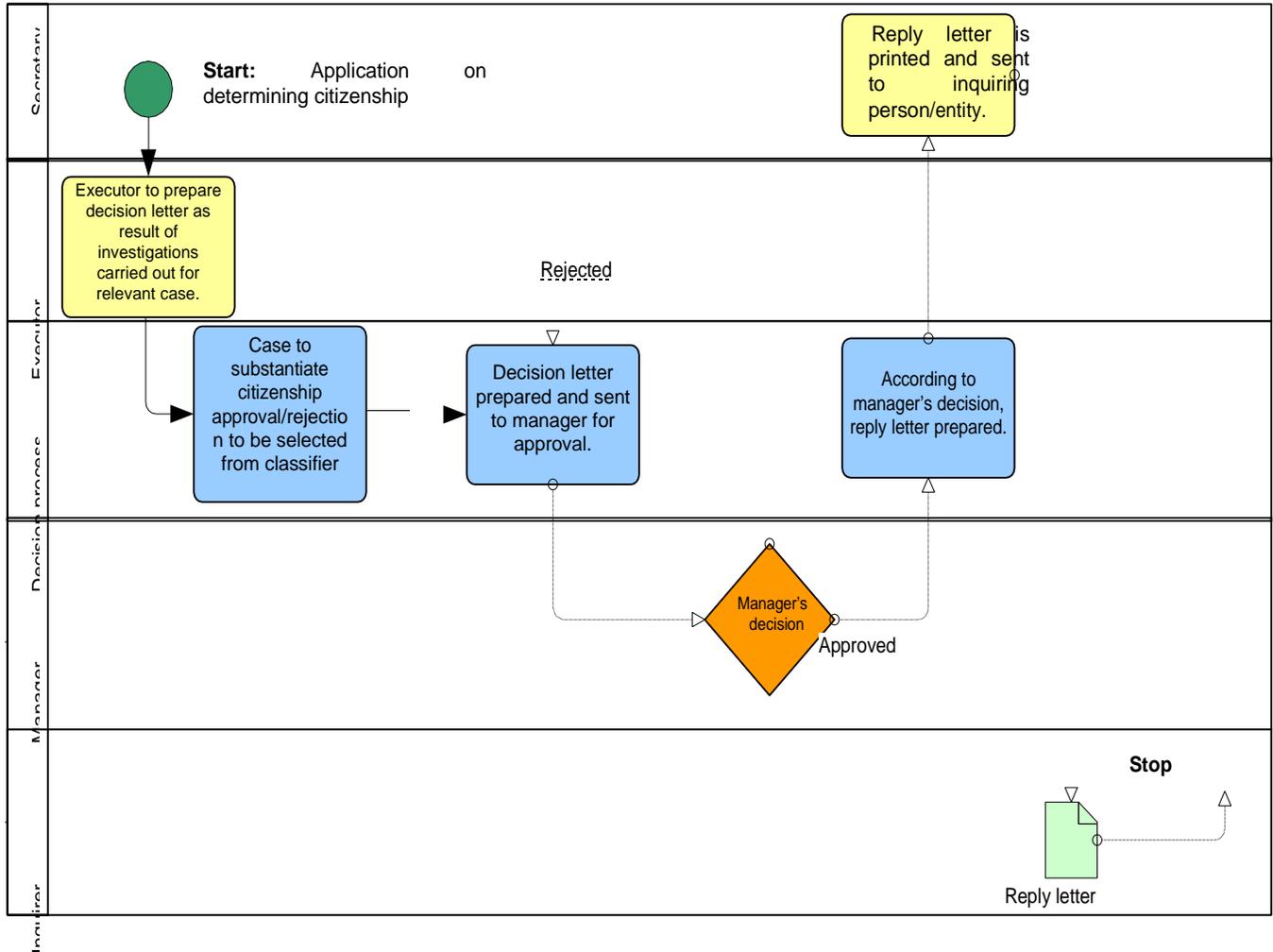
Workflow Graph

Use Case Description

Use case identifier	Use case 2	Use case name	Entering incoming citizenship determination applications into the system
Users	Executor		
Description	Applications to determine citizenship after being entered into the system is automatically re-directed to the executor group. The executor group users get information from next systems in accordance with their competence and add it to the application: 1. Data from IMIS System 2. Data from IAISS System 3. Data from MAPS System 4. Opinion requests sent to other agencies		
Initial conditions	The application execution window of the document management system should be on-line.		
Further conditions	Information obtained should be recorded into the system.		

Normal activity direction	Using graphical display, the user begins to work on the application and undertakes the following activities:
	1. The executor should select the cases that substantiate the application from the classifier and register indicating its number. The list of cases that substantiate the application has been referred to in this document.
	2. The executor should be able to check the applicant's border crossing information on the basis of both the name and the document number (through integration into IAISS). After making choice of the border crossing found, the border crossing information is recorded in the database.
	3. The existence of ID Card, PRP, TRP, Refugee Card, and other foreign citizen documents formerly issued by the MIA is investigated. The type, number of the document and important information found are stored in the database.
	4. Birth Certificate is checked with the relevant service of the Ministry of Justice and certain information is recorded in the database.
	5. On the basis of the circumstances that justify the application, an inquiry system window should be prepared from MAPS in order to obtain a residence address. This system is a working opinion window intended for use in the MIA. The MAPS should provide opportunity to get information about individual and select and send it on the basis of scanned document types (ID Card, etc.). The relevant MAPS employee should provide the following information:
	    a. Person's registered address
	    b. Date of registration		

Use case identifier	Use case 2	Use case name	Entering incoming citizenship determination applications into the system
	6. As part of investigations, opinion inquiries are sent to other agencies. The inquiries should be implementable in the following manner: a. Working window in order to use in a relevant agency. The elements shown in the window should be considered in a manageable structure. Inquiries are sent to each agency on different parameters. b. By API / service infrastructure. In such case, the executor should be to attach the person's documents copies as an attachment. c. In printed letter form. In such case, agencies should have option to choose letter templates. The reply letter to letter-form inquiries will be added to relevant application in the system by the Secretariat based on unique letter number. 7. Data storage and completion of editing. All necessary investigations are awaited to conclude.		
Alternative activity area	In cases of re-applications, taking into account the time passed from last investigation and new emerging facts, the executor may base on the decision made or you can create a request for a new investigation. There may be cases that another application that linked to the same person and is currently under way can be identified. In such case, the re-application is done as a separate one.		
Priority	High		
Using frequency	Such type of applications comes in XXX times throughout the day.		
Business Rules	BR-1: If application is substantiated based on the below-mentioned case, then the information on registered address should be searched from the MAPS system. • If the person had the citizenship of Azerbaijan Republic (or Azerbaijan SSR) before the date of entry into force of the Law of Azerbaijan Republic "On Citizenship of the Republic of Azerbaijan" (October 7, 1998);		
Specific requirements	XT-1 Executor should be able to see the list of applications accepted by registrars. XT-2 Executor should be able to launch search on this list based on the criteria set out in this document. XT-3: Along with inquiry form, there should be options to send other document forms or their scanned copies to the authorities. XT-4: Administrator will decide which additional documents should be sent to what agencies.		
Commitments	Execution of an application is done by the executor groups comprised from appropriate SMS employees.		
Notes & Issues	N/A		

Use Case - 3 / UC3: Prepare citizenship determining decision

Workflow Graph

Start: Application on determining citizenship

Reply letter is printed and sent to inquiring person/entity.

Executor to prepare decision letter as result of investigations carried out for relevant case.

Rejected

Case to substantiate citizenship approval/rejection to be selected from classifier

Decision letter prepared and sent to manager for approval.

According to manager's decision, reply letter prepared.

Manager's decision

Approved

Stop

Reply letter

Use Case description

Use case identifier	Use case 3	Use case name	Prepare decision on citizenship determination
Users	Executor / Manager		
Description	Based on the opinions gathered from different government agencies and the SMS investigations, a final answer is prepared. The final answer after approval by manager is sent to the applicant or the requesting authority.		
Initial conditions	The applications execution window of the document management system should be on-line.		
Further conditions	Prepared answer should be printable.		
Normal activity direction	User (s) by using the graphic display start working on a relevant application and undertake the following activities:		

Executor	Manager
The executor based on the results of the investigation carried out prepares a decision letter on	
In making decision, if the person can be considered a citizen, the executor should also indicate the case that gives rise to the recognition of identity. These cases are selected form classifier and marked with the indication of their number Possible cases are indicated as part of this document.	
The prepared decision letter is sent to manager for confirmation.	Manager shall be notified by notice on the applications pending approval.
	Manager may take further steps for a relevant application, such as: 1. Confirm the decision made by the Executor. 2. Reject the decision. 3. Send it back with a request for correction.
Executor based on the Manager's approval prepares a final reply letter	

Use case identifier	Use case 3	Use case name	Prepare decision on citizenship determination
	to send to relevant requesting agency.		
	The final reply letter is printed and sent to the requesting person or agency.		
Alternative activity area	In case of necessity to make appropriate adjustments to the decision letter prepared by the executor for making final decision, the manager may send the letter back to the executor.		
Priority	High		
Using frequency	Such type applications are received XXX times a day.		
Business Rules	BR-1: If the application is substantiated based on the below-mentioned case, information about the registered address should be searched from the MAPS system. • If the person had the citizenship of Azerbaijan Republic (or Azerbaijan SSR) before the date of entry into force of the Law of Azerbaijan Republic "On Citizenship of the Republic of Azerbaijan" (October 7, 1998);		
Specific requirements	XT-1: Executor should receive a notice of the answers made to opinion inquiries.		
Commitments	Execution of an application is done by the executor groups comprised from appropriate SMS employees.		
Notes & Issues	N/A		

Use Case - 4 / UC4: Responding to opinion inquiries and entering the responses into the system

Workflow Graph

Other agencies	**Start:** Respond to opinion inquiry, in letter form
Secretary	Respond letter to opinion inquiry is received.
Register	Received respond to opinion inquiry letter is scanned and included into the relevant application
Executor	Supplemental information → Send inquiries to authorities – in electronic format ... Executor receives the response to opinion inquiry. **Stop**
Other agencies	**Start:** Response to opinion inquiry in electronic form → Information for inquiry → If no need for further information → Inquiry reply is entered into system.

Use Case description

Use case identifier	Use case 4	Use case name	Responding to opinion inquiries and entering responses into the system
Users	Executor / Reviewer		
Description	Opinion inquiries are sent to other agencies for investigation of citizenship. The inquiries are sent to other authorities electronically or as letter. The authorities send the appropriate response to inquiries. Replies to opinion inquiries in letter form are included into the system and are associated with appropriate application.		
Initial conditions	The applications execution window of the document management system should be on-line.		
Further conditions	The received respond to opinion inquiry should be scanned and entered into the system.		
Normal activity direction	By using the graphical display, the user begins editing works and undertake the following activities: 1. Receive on behalf of the secretariat the reply letter to opinion inquiry sent in a letter form. 2. The secretary's relevant registrar scans the reply letter to opinion inquiry and includes to appropriate application. 3. Opinion inquiries sent electronically are responded by reviewer through the working window. The system displays to the reviewer the queried person's personal information. The reviewer's window displays information on all of the inquired individuals. Also, the reviewer should be able to make search based on this information. The reviewer should provide response on individual by entering in the inquired person's information. Answers: if there is registration registered address (the address is included through maximum choice options. If the address in not available in the system, it should be entered manually by the reviewer and approved by the SMS operator). *Registration date, start and end (an option to select from calendar should be provided. The select option shouldn't enable to select beyond 1998.)* Checkbox should be available to include additional information. Reviewer after responding should not be able to intervene that information. If there is no registration or the required information are missing (date of birth, etc.)		

Use case identifier	Use case 4	Use case name	Responding to opinion inquiries and entering responses into the system
	6.4.2.1 In this case, the reviewer should have option to report that he cannot respond because he was unable to obtain full information. 7. Data storage and completion of editing works		
Alternative activity area	For opinion inquiries that are sent electronically, the reviewer may require additional information to answer the inquiry polls.		
Priority	High		
Using frequency	This type of applications are entered XXX times a day.		
Business Rules	BR-1: The executor should have option to add documents to inquiries that are sent electronically.		
Specific requirements	XT-1: Reviewer should receive notice of incoming inquiry. XT-2: Reviewer should see information about inquired persons in two colors (answer with one color, non-answered with another). The non-answered ones should be in the beginning part of list. XT-3: User name in the system is provided to Reviewer by the SMS. The authorities to whom opinion is provided should be created in addition. XT-4: Also, the executor should have option to select authorities to whom opinion is provided. Authorities to whom opinion is provided can be several:		
Commitments	Response to inquiries made electronically is carried out by the appointed relevant staff of the authorities.		
Notes & Issues	N/A		

Admin Module

Admin module is operated by the administrator, which has all the powers. The administrator should be able to perform through this module the following operations:

- Work with authorities and users
- Be able to establish authorities.
- Be able to create users in authorities and grant relevant authorities.

When inquiries are sent to authorities, should be able to determine in advance which documents are to be sent depending on the authority and type of inquiry.

Be able to create a list of required documents. Should be able to set procedures for documents are entered in the system. The entering procedures means include a document into system in a pre-determined way or by scanning into the system.

Should be able to prepare templates of decisions to be submitted by the SMS to an individual or certificate forms to be submitted to an inquiring authority.

Establish executor groups:

- Admin module should establish executor groups for execution of application form in accordance with the registration criteria.
- These groups can be comprised from staff of different departments and offices.
- The executor groups can take action in accordance with their competences.
- Admin module can be used by other users only to change their password.

Technical Requirements

Server-side	Asp.NET MVC 5, Web API
Client-side	Bootstrap 3, AngularJS
Database	Oracle Database 11gR2

Application Layer Angular JS /	**API Layer** RESTfull	**Core**	**Data Layer**

Information

The list of documents required for application

NOTE: The System Administrator should determine in advance the list of documents required for this service through the admin module.

Thus, the following documents are required for the determination of citizenship:

- Application form filled out by individual or questionnaire filled out by authority.
- 2 photos in 3x4 size (3.4.1.)
- Biography (3.4.2.)
- Notarized copy of the document confirming the identity (3.4.4.)
- Copy of birth certificate (in the absence of this document, a document containing such information, pursuant to 3.4.5)
- Copy of the F-A card on registration at the place of residence (with approval of relevant government authorities, 3.4.3.)
- Notarized copy of identification documents of parents of children under the age of 18 (3.4.6.)
- If refugee, notarized copy of the document confirming this status (3.4.7.)

Registration data

Registration data are to be filled in on the basis of the Application Form.

The Registrar should be able to enter the following information of the citizenship determination applicant:

- Applying (inquiring) authority (Ministry of Internal Affairs, Ministry of Foreign Affairs, Ministry of National Security, Ministry of Justice or the SMS itself) (if relevant), if not relevant, then the person has applied on an individual basis
- Application Type* (determining citizenship)
- Application (inquiry) date
- Employee to accept the application (in case of application form)
- Date of acceptance of the application (in case of application form)
- Personal information
  o Last Name *
  o Previous surname (if changed)
  o Period of use of the last name
  o The reason for the change of last name
  o Name*
  o Previous name (if changed)
  o Period of use of the name
  o The reason for the change of the name
  o Patronymic*
  o Sex*
  o Birth date*
  o Place of birth (country, city (district), village)*
  o Nationality
  o Marital status (married, single, widowed)
  o Current citizenship

- o If refugee:
    - Country of origin
    - Serial number of the document certifying the refugee status
    - The name of the issuing authority of refugee document
- o Documents confirming the identity to date (among them, main document is selected)
    - Type
    - Serial number of the document
    - Issuing authority
    - Issuance date
    - Expiry date
- o Registered addresses to date (by selecting the last one)
- o The purpose and the date of leaving the Republic of Azerbaijan
- o The purpose and the date of the entry to the Republic of Azerbaijan
- o Information about parents (including those living both in Azerbaijan and abroad, and those who passed away)
    - Type of parent (father, mother)
    - Surname
    - Name
    - Patronymic
    - Date of birth
    - Place of birth
    - Nationality
    - Citizenship
    - Current address
    - If ID Card, PRP, TRP, Refugee are available, their type and number (find above data automatically from these documents and fill in)
- o If application is made by the person's relevant legal representative, information about that representative
    - Surname
    - Name
    - Patronymic
    - Date of birth
    - Place of birth
    - Nationality
    - Citizenship
    - Current address
    - Type and number of identification document
- o Contact Info
    - Current address
    - If lives out of Azerbaijan, addresses of relatives living in Azerbaijan
    - Telephone numbers
    - Email Address
- o List of attached documents

Search application

Executor should have access to search on the basis of this list with the following criteria:

- Application Type (always "Determination of citizenship")
- Applicant authority (MIA, MFA, Ministry of National Security, Ministry of Justice, or the SMS itself)
- Name of the user who received the application
- Applicant's:
- Surname
- Name
- Patronymic
- Gender
- Birth date
- Application date
- Current citizenship
- Document number
- Place of birth
- According to the results (deemed to be a citizen of Azerbaijan Republic, not deemed to be a citizen of Azerbaijan Republic, additional documents are required, and so on.)
- Only the Admin user has the power to make changes to application data.

Cases to provide grounds for application

The executor selects cases that provide grounds for application from the Classifier and records by indicating the number. The application can comprise the following main cases:

2.2.1. If the person had the citizenship of Azerbaijan Republic (or Azerbaijan SSR) before the date of entry into force of the Law of Azerbaijan Republic "On Citizenship of the Republic of Azerbaijan" (October 7, 1998);

2.2.2. If born on the territory of the Republic of Azerbaijan (except in cases where both parents are citizens of Azerbaijan Republic);

2.2.3. If both parents are citizens of Azerbaijan Republic (except for the person the birth of whom was registered in the state registration of Azerbaijan Republic);

2.2.4. One of the parents is a citizen of the Republic of Azerbaijan;

2.2.5. If one or both parents have changed their nationality and acquired the citizenship of the Republic of Azerbaijan or their citizenship of the Republic of Azerbaijan has been terminated;

2.2.6. If one or both of spouses that adopted a foreigner or stateless person child are citizen of the Republic of Azerbaijan;

2.2.7. If the person is a refugee settled in the territory of the Azerbaijan Republic in the period between January 1, 1988 and January 1, 1992;

2.2.8. If the person is a child who is in the territory of the Republic of Azerbaijan, and both parents are unknown.

Note: If 2.2.1. (8.4.1) item has been indicated as basis, the document that has been submitted by the Ministry of Internal Affairs on the persons' registration at the place of residence in the Republic of Azerbaijan by the date of entry into force of the Law of the Republic of Azerbaijan "On Citizenship of the Republic of Azerbaijan". As this information is not available in electronic form in the MAPS, it will be not be possible to get them through the service.

Cases to provide grounds for recognition of identity

4.1.1. If the persons specified in 2.2.1 (8.4.1) subparagraph of the specification have had permanent place of residence in the Republic of Azerbaijan before the date of entry into force of the Law of Azerbaijan Republic "On Citizenship of the Republic of Azerbaijan";

4.1.2. If the person is a refugee settled in the territory of the Azerbaijan Republic in the period between January 1, 1988 and January 1, 1992;

4.1.3. If the person is a child who is in the territory of the Republic of Azerbaijan, and both parents are unknown.

4.1.4. If the person is one of the following persons born in the territory of the Republic of Azerbaijan:

4.1.4.1. If at the time of birth one or both parents were citizen of the Republic of Azerbaijan;

4.1.4.2. If at the time of birth both parents were stateless person;

4.1.5. A person born from a citizen (citizens) of the Republic of Azerbaijan outside of Azerbaijan Republic;

4.1.6. If one or both of spouses that adopted a foreigner's or stateless person's child are citizen of the Republic of Azerbaijan, the child;

4.1.7. If one of the spouses that adopted a foreigner's or stateless person's child is a citizen of the Republic of Azerbaijan and the other is a stateless person, the child;

4.1.8. If citizenship of parents is changed and as result, if both of them acquire the citizenship of the Republic of Azerbaijan, their child;

4.1.9. If one of the parents of the child is known, the parent acquire citizenship of the Republic of Azerbaijan, his/her child;

4.1.10. If one of the parents of a child residing in the Republic of Azerbaijan is a person who has acquired the citizenship of the Republic of Azerbaijan, and the other is a stateless person;

4.1.11. If the citizenship of one of the parents is terminated, and the other remains as the citizen of the Republic of Azerbaijan, their child.

> If the case is related to 4.1.1. (8.5.1), then, as the sub-component, 3.4.3. (8.5.15), 3.7. (8.5.16), or 3.8. (8.5.17) should be indicated.

3.4.3. With respect to the persons specified in subparagraph 2.2.1 (8.4.1) herein, a document on registration at the place of residence in the Republic of Azerbaijan issued by the Ministry of Internal Affairs of Azerbaijan Republic before the date of entry into force of the Law on "Citizenship of the Republic of Azerbaijan".

3.7. Prison term of persons who served sentence in prison in the Republic of Azerbaijan before the date of entry into force of the Law on "Citizenship of the Republic of Azerbaijan" is considered as being registered at the place of residence in the Republic of Azerbaijan.

3.8. Military service term of military personnel who did their military service in the Republic of Azerbaijan before the date of entry into force of the Law on "Citizenship of the Republic of Azerbaijan" is considered as being registered at the place of residence in the Republic of Azerbaijan.

Other Requirements

General requirements

The available IMIS database should be regarded as a resource for information and bilateral flow of data should be ensured.

Verification of cells while filling out information should be available.

The cells should be filled out in capital letters.

In verified cells letters should be capital letters automatically.

In "Date" type cells, dates History should be marked with Pop-up calendar.

Format adjustment should be carried out automatically.

Comparison of related dates should be carried out automatically.

Date of issuance of decisions shouldn't be older than or the same with their validity periods.

Birth date shouldn't be older than or the same with issuance date and validity period of identification document.

Issuance date of passport cannot be older than its validity period.

"E-mail address" should be verified in accordance with the format.

In "Document number" box, only entering numbers and letters should be available.

The boxes of country, relationship, sex, requesting authority, or similar should be selected from the options. A part of the options is static.

There are options that should be able to add to the classifier if they're not available.

Each application should have its status.

According to status, it can be defined at what stage the application is.

As works on applications progress, the status will change automatically.

The status can be changed by the Administrator. In each change of status, its date and the user's name should be audited (logged).

A determination related application can have status as follows:

- Application has been received.
- Inquiry has been sent.
- Under execution.
- Decision has been made or executed.

If any cell is not filled out in the correct format, there should be a warning about it and the cell should be highlighted with another color.

If one or more of the cells required to be filled out are not filled, there should be a warning about it.

The Executor cannot correct the Registrar's error. It should be corrected by the Power User.

The change and delete in data options should be available for users as part of the authority granted to users.

All operations on application should be audited (logged).

The Executor needs to know the document status in all stages.

Execution period notices:

For this, execution period and notice period should be indicated by the administrator as a configuration parameter.

The system shall report on documents on the basis of execution period.

Users should have option to change their personal data.

Requirements of non-functional system

Execution

Identification	Requirements	Type
NF-1	The system should be available from 9.00 through 18.00 a day.	Definitely
NF-2	The program should be available at the SMS departments and other authorities. Also, the system is to meet the execution demands by connecting 200 users simultaneously.	Definitely

Reliability

Identification	Requirements	Type
NF-3	Taking into account a more than 30-days period, the program should be available more than 95% of declared working hours (from 9.00 through 18.00).	Definitely

Security Management

Identification	Indicator	Type
NF-4	The system should enable the users to conduct operations based on authority level. Granting authorities to users will be provided by the administrator.	Definitely
NF-5	Changes to the database can be made only based on program or through the SQL program operations to be performed by Database Administrator.	Definitely
NF-6	For connections that are outside of the SMS local network, services should be used. Such connections should be made through the virtual network. Establishment of interagency VPN will be implemented by the SMS.	Definitely

Abbreviations

IMIS - Integrated Migration Information System
IADSS - Interagency Automated Data Search System
SMS - The State Migration Service
MIA – The Ministry of Internal Affairs
MNS - Ministry of National Security
MJ - Ministry of Justice
MD - Ministry of Defense
NAPS - the National Automated Passport System
SSMDCMD - The State Service for military draft and call to military duty
MPRMD – Main Passport, Registration and Migration Department
SPRS - State Population Register Service
PRP - permanent residence permit
TRP - Temporary residence permit
RIC – Refugee Identity Card
ID – ID card
BC – Birth Certificate PIC – Personal Identification Card
User - person using the system
Registrar - user who accepts applications.
Executor – an authorized SMS employee that executes requests
Power User –Person more powerful than Registrar and Executor
Administrator – authorized user of the system. This user has the maximum authority over the entire system.
* - the fields to be filled

1. Monitoring and Evaluation

4.1 Analytics

Before the implementation the contractor should provide the analyst or a group of analysts who need to analyze all the tasks and all the necessary business processes internally.

4.2 Project management

Before starting of development, the project the Project Manager has to provide a detailed activity plan (Gantt chart) and provide the implementation and controlling of the project in further. The project should be accompanied by full instructions on the administration and usage of the software and documentation describing the source code. Also at the completion of the project the contractor delivers all the source code and necessary documents.

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration,** 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 Service Provider]*, *[Address]*, represented by *[Name, Title of the representative of the Service Provider]*, hereinafter referred to as the "**Service Provider**." IOM and the Service Provider are also referred to individually as a "**Party**" and collectively as the "**Parties**."

1. **Introduction and Integral Documents**

    The Service Provider agrees to provide IOM with *[insert brief description of services]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.

    The following documents form an integral part of this Agreement: *[add or delete as required]*

    *(a) **Annex A** - Bid/Quotation Form*
    *(b) **Annex B** - Price Schedule*
    *(c) **Annex C** - Delivery Schedule and Terms of Reference*
    *(d) **Annex D** - Accepted Notice of Award (NOA)*

2. **Services Supplied**

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

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

2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. **Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words]),* which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*

3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.

3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. **Warranties**

4.1 The Service Provider warrants that:

(a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;

(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;

(c) In all circumstances it shall act in the best interests of IOM;

(d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;

(e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;

(f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;

(g) It has or shall take out relevant insurance coverage for the period the Services are provided 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 practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

(i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider 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 <u>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</u>.

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.

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

5. Assignment and Subcontracting

5.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider 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 Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays/Non-Performance

6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 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.

7. **Independent Contractor**

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

8. **Audit**

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

9. **Confidentiality**

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

10. **Intellectual Property**

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

11. **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 Service Provider]

Attn: *[Name of the Service Provider's contact person]*

[Service Provider's address]

Email: *[Service Provider's email address]*

12. Dispute resolution

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

13. Use of IOM Name

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

14. Status of IOM

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

15. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. 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.

17. Termination

17.1 IOM may terminate this Agreement at any time, in whole or in part.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

18. **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.

19. **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.

20. *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]

21. **Final clauses**

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

21.2 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.

For and on behalf of	*For and on behalf of*
The International Organization for Migration	*[Full name of the Service Provider]*

Signature   Signature

_____   _____

Name   *Name*

Position   *Position*

Date   *Date*

Place   *Place*