

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

*External Consultancy for a Community Mapping and Socio-Economic
Profiling Assessment of areas of Return in
East and Horn of Africa and Sudan*

Prepared by



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

*Regional Coordination Unit (RCU)
IOM Regional Office for East and Horn of Africa
13th April, 2018*

REQUEST FOR PROPOSALS
RFP No.: *RO/RFP/18/001*

Mission: *Regional Coordination Unit (RCU), Regional Office for East and Horn of Africa*
Project Name: *Facility on Sustainable and Dignified Return and Reintegration in Support of the Khartoum Process (EUTF)*

WBS: *RT. 1354.KE99.54.10.001*

Title of Services: *External Consultancy (4 months)*



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

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Community Mapping and Socio-Economic Profiling Assessment of areas of Return in East and Horn of Africa and in Sudan* 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: *External Consultancy (4 months)*. 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 by hand or through mail to IOM at the *Regional Office for East and Horn of Africa, Sri Aurobindo Avenue, Off Mzima Springs Road, Lavington, P.O. Box 55040-00200* on or *before Monday, April 30, 2018, 23:59 GMT*. No late proposal shall be accepted.

For further information, please send an email to Ms. Mitsue Pembroke (mpembroke@iom.int).

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

[Julia Hartlieb](#)
[Senior Regional Programme Coordinator](#)
[EUTF](#)
[Regional Office for East and Horn of Africa](#)

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

Table of Contents

Section I - Instructions to Service Providers/ Consulting Firms6

Section II – Technical Proposal Standard Forms15

Section III. Financial Proposal - Standard Forms22

Section IV. Terms of Reference27

Section V – Pro-forma Contract35

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 Consulting 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 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 V. 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 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 in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English or French (for Djibouti specifically)*.
- 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 *ten (10) years*, in the thematic area 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).

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 last *ten (10) years*.
- 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).

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consulting firms 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 *travel and subsistence costs*. 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, such taxes will have to be covered by the Service Provider/Consulting Firm and shall not be included in the sum

provided in the Financial Proposal.

- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *EUR*.
- 7.5 The Financial Proposal shall be valid for *45 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment². 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 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 Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original 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, reference number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.5 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 consulting firm unopened.
- 8.6 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.

² For this purpose, the Mission may have the option to require short-listed Consulting firms a bid security.

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 *fifteen (15) 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. 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: | <i>10</i> |
| Total points for criterion (i): | <u>10</u> |
| (ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference: | |
| a) Technical approach and methodology | <i>40</i> |
| b) Work plan | <i>15</i> |
| c) Organization and staffing | <i>15</i> |
| Total points for criterion (ii): | <u>70</u> |
| (iii) Key professional staff qualifications and competence for the assignment: | |
| a) Composition of Consulting Firms key staff and research team: | <i>20</i> |
| Total points for criterion (iii): | <u>20</u> |

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

The minimum technical score S_t required to pass is: 70%

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- late submission, *i.e.*, after the deadline set
 - 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:

$$Sf = 100 \times F1 / F$$

Where:

- Sf - is the financial score of the Financial Proposal under consideration,
 F1 - 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 = 0.80; 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 **15 May 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.
- 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.
- 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 **16 May, 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: *[Name of IOM Representative]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for the *External Consultancy for the Community Mapping and Socio-Economic Profiling Assessment of areas of Return in East and Horn of Africa and in Sudan* 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

| | | | Weeks (in the Form of a Bar Chart) | | | | | | | | | | | | | | | | |
|------|----------|------------------------|------------------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|-----------------------|
| Name | Position | Reports Due/Activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | Number of Months |
| | | | | | | | | | | | | | | | | | | | 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 | <i>Duration</i> | | | | | | | | | | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 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

[Location, Date]

To: *[Name of IOM Representative]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[External Consultancy for the Community Mapping and Socio-Economic Profiling Assessment of areas of Return in East and Horn of Africa and in Sudan]* 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 <hr/> <hr/> | Description: ³ <hr/> <hr/> | |
| 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-7.

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]

| Description¹ | Unit | Unit Cost² |
|---|-------------|------------------------------|
| 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 for Community Mapping and Socio-Economic Profiling Assessment of areas of Return in West and Central Africa

I. Introduction

The International Organization for Migration (IOM), under the *Facility on Sustainable and Dignified Return and Reintegration in Support of the Khartoum Process* (hereinafter “Reintegration Facility”) financed by the European Union Trust Fund, is supporting the Governments of Djibouti, Ethiopia, Somalia and Sudan, four countries of the Khartoum Process, and additional countries in the major migratory routes to strengthen governance of migration and enhance sustainability of reintegration for returning migrants with the Regional Office (RO) in Nairobi, Kenya taking the overall management and coordination role.

Across the target countries, the Reintegration Facility has the following specific objectives:

1. Increase the capacities of partner countries and relevant stakeholders to develop or strengthen return and reintegration policies and processes.
2. Facilitate safe, humane and dignified AVR processes among partner countries.
3. Facilitate sustainable reintegration across three dimensions: successful economic reintegration and strengthened livelihoods, social reintegration, and psycho-social reintegration.

In the framework of the Reintegration Facility, IOM is commissioning (a) consulting firm(s) to conduct an assessment in Djibouti, Ethiopia, Somalia as well as Sudan. The assessment is intended to provide the framework through which reintegration and awareness raising activities will be identified and developed by the target IOM country missions. The assessment may take a sequenced approach, with each stage of the assessment building on the findings of the previous stage. The decision to commission the assessment at the regional level is to ensure a consistent approach and methodology across the target countries.

The assessment will include the following activities building on the existing and ongoing research as the secondary source for desk review (further details provided in the next section):

Community Profiling: *Conduct an analysis of the factors impacting the economic), social and psychosocial well-being of communities to which migrants return; the dynamics that influence the decision of migrants to depart and/or re-migrate and the opportunities for sustainable reintegration.*

Stakeholder and Services Mapping: *Identify key stakeholders involved in migration and returnee assistance and existing services that could support sustainable reintegration activities.*

Capacity Assessment: *Assess partners, identified as key actors in reintegration assistance, in order to analyze capacity gaps and recommend key areas of intervention for capacity-building activities.*

Awareness-raising: *Identify key messages for developing awareness-raising activities and recommendations for integrating messages into awareness raising activities focusing on informing the available AVRR options.*

Baseline measures: *Establish baseline measures and appropriate targets for relevant country project indicators.*

II. Purpose

This assessment is being commissioned by the Initiative's Regional Coordination Unit (RCU) in IOM's Regional Office in Nairobi in coordination with the four IOM missions. The assessment will consider communities to which migrants depart and return (including individual returnees) in the four countries, and map key stakeholders and existing services (economic integration, social integration as well as psychosocial support) in order to support the development of effective reintegration activities and processes that protect the dignity and rights of returning migrants. Additionally, the data from the assessment will be used to establish baseline measures and set targets for several related components⁴ of the Initiative. Overall, the assessment will include the following:

1. An analysis of the factors impacting the economic, social, cultural (including family/household environment) and psychosocial well-being of communities to which migrants return and an assessment of the *needs, gaps and opportunities* as they pertain to sustainable reintegration in these communities.⁵
2. In selected communities, a stakeholder and services mapping (delineated by geographic areas identified for high return/departure and by thematic area), will be implemented to determine:
 - 1) *The state of play of reintegration actors and their role in influencing migration decision-making;*⁶
 - 2) *The key local, national and international stakeholders (e.g. government actors, CBOs/NGOs, UN agencies and international organizations, relevant private sector entities, etc.) that are currently engaged, or should be engaged, in migrant and returnee assistance and reintegration;*
 - 3) *Existing services that could support reintegration activities (e.g., economic, social and psychosocial)*
 - 4) *Other EUTF-funded and migration related ongoing initiatives to which the returnees under the Reintegration Facility could be referred;*
3. Following the stakeholder and services mapping, a capacity assessment will be conducted of partners identified as key actors in reintegration assistance in order to analyze capacity gaps and recommend key areas of intervention for capacity-building activities.

⁴ *The thematic components of the Initiative include Protection, Reintegration, Awareness Raising and Data collection and analysis. Capacity building is a cross-cutting activity across the Initiative.*

⁵ *Reintegration can be considered sustainable when returnees have reached levels of economic self-sufficiency, social stability within their communities and psychosocial well-being that allow them to cope with (re)migration drivers. Having achieved sustainable reintegration, returnees are able to make further migration decisions a matter of choice rather than necessity. IOM's MEASURE project is defining a set of indicators to measure sustainability that will be used in the Initiative. Labour market assessments are currently being undertaken in Ethiopia and Somalia and planned in Sudan.*

⁶ *For example, local authorities working on youth engagement in public life would be mapped if the lack of opportunities for constructive civic engagement of youth is identified as a driver for youth emigration*

4. As a result of points 1-3, recommendations will be formulated for the development of sustainable individual and community based reintegration activities in partnership with relevant actors.
5. Additionally, as part of assessment, and based on the findings of the previous stages, the consulting firm(s) will identify key messages for developing awareness-raising activities and provide recommendations on the formulation of awareness raising activities and appropriate communication channels. This data will also serve as a baseline measure for determining whether awareness-raising activities implemented through the Initiative have impacted pre-existing attitudes and behaviours.
6. The assessment will establish *baseline measures and appropriate targets* for relevant project indicators as per the project logical framework.

The intended audiences for the assessment are:

- IOM in cooperation with partners (listed below): *to support the development of a holistic approach to reintegration and awareness raising activities, capacity building as well as other programmatic interventions and establish appropriate targets to measure progress and track project outcomes*
- Local and National Governmental Partners: *to support the development of evidence-based migration and reintegration strategies, standard operating procedures, policies and programs*
- International Development & Humanitarian Community: *to develop evidence based humanitarian and development interventions and contribute to advocacy initiatives*
- Contracting Authority and Donor Community: *to ensure program activities are developed appropriately and to ensure that appropriate targets are established to measure progress and track outcomes*

III. Scope of Assessment

The assessment will take place in Djibouti, Ethiopia, Somalia and Sudan highlighted in dark blue. The analysis from this assessment will be used to inform project activities, particularly as they pertain to community-based reintegration. The parallel assessment being carried out in 10 countries in West and Central Africa will be compared for regional analysis.

Figure 1 – Map of EUTF Country projects

■ Countries under the Reintegration Facility



Other sending and receiving countries that have benefited from return and reintegration under this programme.



a) Community Selection Process

IOM will be responsible for the selection of communities which will take place *prior* to the assessment and employ a two-pronged approach: i) an *analysis of data* related to communities of origin and return compiled from various data sets including the Flow Monitoring Points (FMP)⁷, IOM’s Mimososa Database and other databases from receiving Missions and partners; ii) a *participatory approach* to engage key stakeholders and identify specific communities. Consultations with partners will ensure that local knowledge and expertise play an essential role in the community selection process.

b) Definition of Communities

Despite its increasing use and importance, the concept of “community” is vague and encompasses a wide variety of realities. While there is no single definition of community, this concept usually includes a few common features such as the fact that (i) it refers to a group of people interacting with one another (relatives, neighbours, etc.) (ii) within a specific geographic territory (village, neighbourhood, city) and (iii) often sharing common values, beliefs and attitudes. In the field of AVRR, one can define a community as the immediate environment of the returning migrant. Whether in a rural or urban setting, it typically includes his/ her family, friends and neighbours. In a broader sense, the notion of community can also be extended to other actors that could play a role in the provision of services to returnees that may facilitate their reintegration, such as well as local authorities, civil society and private sector.”⁸

The table below provides a snapshot of the number of communities to be included in the

⁷ FMP data is available at the level of administrative regions within the countries.

⁸ EU-IOM External Actions to Support Migrant Protection and Reintegration of Returnees - Standard Operating Procedures for Return and Reintegration assistance

assessment per Country Program⁹. The Country Missions have selected the regions (communities to be confirmed) that will be included in the Mapping/Profiling assessment. A provisional list has been included here to support the consulting firm (s) in determining the level and scope of the exercise.

Table 1 – Approximate number of Areas¹⁰ to be Mapped/Profiled

| <i>Country</i> | <i>Areas to be Mapped and Profiled (initial)</i> |
|-----------------|--|
| <i>Djibouti</i> | 3 locations: Djibouti City, Obock and Loyada |
| <i>Ethiopia</i> | 4 States: Oromia, Amhara, Southern Nations, Nationalities and Peoples' Region states, and Tigray |
| <i>Somalia</i> | 5 districts/States: Bossaso (Puntland), Hargeisa (Somaliland), Mogadishu (Banadir), Kismayo (Jubaland) and Baidoa (South West) |
| <i>Sudan</i> | 4 States: Khartoum (Khartoum Centre and Omdurman), Gezira, West Darfur |

IV. Assessment Questions

The below non-exhaustive list of questions/areas of enquiry are provided to guide the consulting firm (s) in developing the methodology. Questions must be disaggregated by sex and age profile (minors vs adult) when relevant:

- **Community Profiling**

- *What are the key drivers that influence migration?*
- *What are the factors that prevent reintegration?*
- *What type of reintegration support is needed to ensure sustainability of reintegration?*
- *What are the personal motivations of migrants and returnees for considering/deciding to depart/re-migrate?*
- *What are the pre-existing levels of awareness and attitudes towards (irregular) migration?*

- *Establish a typology of the formal and informal sectors*
- *Analyze the socio-economic potential of the sectors identified (labour market assessments being carried out in Ethiopia, Somalia and Sudan to build off of) in terms of:*
 - *Business creation and development;*
 - *Job creation in the areas defined by the project*

⁹ Communities may be rural and urban communities. In the case of urban centres, the definition of community, for the purpose of the mapping and reintegration activities, may include sub-divisions and/or neighborhoods

¹⁰ Country missions are still in the process of selecting communities/regions for the assessment. Please note that the definition of communities for this project varies. Please see the definition stated above.

- Identify government priorities and plans in terms of market development
- Identify concrete and immediate opportunities for employment, income generation and self-employment

▪ **Stakeholder and Services Mapping**

- Who are the stakeholders directly/indirectly involved in the provision of reintegration support?
- Who are the influencers of migration decision making processes?
- What stakeholders should be, and are not, involved?
- What are the existing psycho-social, socio-economic services in migration prone/returnee prone areas?
- What community-based projects exist that are related to reintegration?
- What are the referral mechanisms in place at the various levels (individual, community, regional, national level (that can support reintegration activities)?
- What are the existing services available to returning migrants that could aid IOM's reintegration activities (including the ongoing EU-funded programmes and other programmes)?

▪ **Capacity- Assessment**

- Are there opportunities to develop new or strengthen existing partnerships to support reintegration activities?
- What are the capacity-building activities required to effectively support partners in the provision of sustainable reintegration assistance?

▪ **Awareness Raising**

- What are the factors influencing migration decision-making?
- What is the level of awareness of the available AVRR options offered by IOM?
- Who are the opinion leaders in the community?
- What are the communities' perceptions of outbound migrants and returning migrants?
- What are the most effective mechanisms to transmit messages related to the AVRR options?

The questions above should provide the consulting firm (s) with the data needed to inform the analysis and provide IOM with concrete and operational recommendations to develop individual, collective and community-based reintegration activities, including awareness-raising activities. The consulting firm (s) are expected to build on these questions and develop a comprehensive assessment matrix that will be included in the Inception Report which will be reviewed by Country Missions.

V. Assessment methodology

| Guidance | |
|----------|---|
| Design | <ul style="list-style-type: none"> • Consulting firm (s) are expected to submit a proposed methodology with the proposal taking into consideration the methodologies used in West Africa to provide a comparable research. |

| | |
|---------------|---|
| | <ul style="list-style-type: none"> • The consulting firm (s) should ensure that the assessment methodology includes tools to capture data from both the individual, household and community levels. • The design should reflect how the collection of information will take place and ensure that the assessment has the necessary scientific validity and rigor. |
| Approach | <ul style="list-style-type: none"> • The methodology for the assessment must be participatory and involve the stakeholders in the project. • The assessment should apply specific gender and age (minor vs adult) analysis and ensure that the gender specific needs are taken into account. |
| Feedback loop | <ul style="list-style-type: none"> • The design should produce recommendations that are operational and support the Country Missions to tailor project activities • In the delivery of its programming, and as part of the UN system, IOM applies a Result Based Management (RBM) approach, which ensures that agency products and services contribute to the achievement of desired results. |

Overall, the methodology for the assessment will be agreed upon by the consulting firm(s) in consultation with IOM, however, the design should employ a mixed methods approach and include:

- Desk review
- Key informant interviews
- Focus group discussions
- Individual/household surveys
- Direct observation

The assessment must follow IOM's Data Protection Principles, IOM Migration Data Governance Policy, UNEG's norms and standards for evaluations, and relevant ethical guidelines.

VI. Required Qualifications of the Consulting Firm/Service Provider

- The Service Provider must be registered entity (National or International) with the Government where they operate.
- The Service Provider should be a reputed, recognized and capable organization, focused on research and assessments in the field of migration in the four targeted countries of Djibouti, Ethiopia, Somalia and Sudan.
- The Service Provider must be able to mobilize a multi-disciplinary team of experienced staff with relevant backgrounds to carry out the activities.
- The Service Provider must have demonstrated experience in conducting similar projects and be able to deliver timely and well-structured quarterly, interim and completion reports.
- Work experience in socioeconomic mapping and outreach campaign is an advantage.

VII. Timeline & Deliverables

The following provides an overview of the timeline and deliverables for the assessment. Each Country Program will develop a country –specific work plan in consultation with the consulting firm (s) during the Inception Phase.

Preparation Phase (mid-April to mid-May 2018): During the Preparation Phase the call for proposal will be launched and the consulting firm(s) selected:

- Launch call for proposals
- Proposal review and selection
- Contracting of selected consulting firm

Inception Phase (mid-May to mid-June 2018): During this phase, the consulting firm(s) will gain a deeper understanding of the assessment expectations. This phase will include an Inception Meeting where a joint review of the TOR will be conducted to: ensure that all parties are clear on roles, responsibilities, expectations, budget and timeline; provide the evaluator with relevant documents, information on IOM, and contextual information on the project and project implementation etc.; and introduce the consulting firm(s) to the project teams. Following this meeting, the consulting firm(s) will develop the Draft Inception Report which will provide a detailed description of their understanding of the TOR and how they will conduct the assessment.

The Draft Inception Report will also specify: (a) the criteria being assessed by the assessment; (b) the questions and sub-questions that will be answered in order to assess each criteria; (c) the indicators that will be measured during the assessment; (d) the sources of data; and (e) the data collection tools.

Once the Draft Inception Report has been reviewed (each country mission is expected to consult with their relevant stakeholders in accordance with their quality assurance processes), revised (if necessary) and accepted by IOM Country Missions and the Regional office, the data collection phase of the assessment can begin.¹¹ Detailed field work implementation plans will be developed by the consulting firm(s) during this phase and included as part of the Inception Report.

Deliverables:

- Desk Review
- Face to face Inception Meeting in Nairobi
- Draft Inception report (as per IOM Project Handbook)
- Final Inception Report (as per IOM Project Handbook)

Field Work Phase (mid-June to end-July 2018): The field work will span approximately one month¹² and will take place concurrently across the region.¹³ Consulting firm(s) are

¹¹ A format for the Inception Report will be shared with the selected consulting firm(s). The report will include the country context, the final assessment methodology and tools, the field work implementation plan (including site selection), stakeholder mapping etc.

¹² The length of field work will depend on the Country Program and number of communities.

¹³ IOM would like all four assessments to take place within the same time period. Therefore, consulting firms should either deploy four separate teams or group several countries together and conduct the field work using multiple assessment teams.

strongly encouraged to include a local consultant(s) and/or an academic institution/research institute as part of each country assessment team. In order to ensure that IOM's local knowledge and expertise play a key role in the decision-making and implementation of the assessment; field work will be conducted in partnership with IOM staff and include systematic consultations with IOM senior project staff at key intervals. The consulting firm(s) will build at least two face-to-face meetings with IOM into the field work schedule. These meetings should take place following these activities: 1) Community Profiling 2) the Stakeholder and Services Mapping.

Accessibility to remote and insecure areas should be considered when determining travel and logistics. An exit debriefing PPT presentation of preliminary findings will be held upon completion of the field work.

Deliverables:

- Face-to-face consultations with IOM country missions following:
 - *Community Profiling*
 - *Stakeholder and Services Mapping*
- In-country debrief meeting (including PPT presentation) on preliminary findings

Reporting Phase (August 2018): The consulting firm(s) will analyze the data collected during the desk review and the field work, conduct final consultations with stakeholders where required, and draft the final reports. The consulting firm (s) is expected to draft four Country Program reports (for Djibouti alone in both English and French) and ONE regional report for review and feedback. The reports should follow a structure agreed upon with IOM during the Inception phase and produced either in English or French (depending on the country). The country-level reports should include analysis from the entire sequence of assessment activities (as outlined below) and include recommendations to guide programmatic interventions:

- Community Profiling
- Stakeholder and Services Mapping
- Capacity Assessment
- Awareness Raising
- Indicators and Baseline

The regional report will include a comparative analysis across the region and highlight trends and best practices. The report will also identify opportunities for regional support and potential linkages to regional reintegration activities and/or mechanisms.

The RCU (including the EUTF M&E Community of Practice¹⁴), Country Missions and other relevant IOM stakeholders will provide feedback on the reports using a comments matrix which will be consolidated and shared with the consulting firm(s). Each IOM Mission will

¹⁴ An EUTF Community of Practice will be established at the regional level to: mainstream learning throughout the project; assure the quality of M&E products and adjust them when needed; capitalize on the data produced by the IM and M&E systems; share learning across the region and facilitate evidence-based decision-making. The Community of Practice will provide technical assistance for the tracking of progress of the Initiative; strengthen the ability of countries to monitor and evaluate the project activities and identify gaps, new ways of analysis and opportunities to utilize data in *real-time* to support the Initiative.

be responsible to coordinate the review and validation of the report with relevant national and local stakeholders. The consulting firm(s) will provide updated drafts of the reports for approval by IOM Country Missions and the Regional Office.

Deliverables:

- Draft and Final Report on findings per country (four reports)
- Draft and Final Regional analysis report (1 report)

Follow-up & Dissemination Phase (early-September 2018): The final evaluation reports and regional report will be shared with relevant stakeholders. A series of teleconference meetings will be prepared by the consulting firm(s) and held for each country program. A regional presentation, provided by the Team Leader, will be held in Nairobi and Brussels.

Deliverables:

- Teleconference debrief meeting with power point presentation *per country* (10)
- Two in person debrief meetings (with power point presentations) by the Team Leader in Nairobi and Brussels (2)

Section V – Pro-forma Contract

GPSU.SF.19.20

| | |
|------------------------------------|--|
| 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 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.

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
The International Organization
for Migration

For and on behalf of
[Full name of the Service Provider]

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place