



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

REQUEST FOR PROPOSALS

RFP-MD044/22

SERVICES FOR

“Assessment on available services from private and public providers in the Republic of Moldova for the rehabilitation of victims of crime”

Mission: *Republic of Moldova*

Project Name: *“CONTRIBUTING TO A CONSOLIDATED LAW-ENFORCEMENT AND POLICY RESPONSE TO TRAFFICKING IN PERSONS IN THE REPUBLIC OF MOLDOVA”*

Project ID: *PX.0237*

36/1 Ciuflea street,
Chisinau MD 2001, Republic of Moldova

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for **Contributing to a Consolidated Law-Enforcement and Policy Response to Trafficking in Person in the Republic of Moldova** project for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: *Assessment of services for the rehabilitation of victims of crime available from private and public providers in the Republic of Moldova*. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider 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
- Section II. Terms of Reference
- Section III. Standard Form of Contract

The Proposals must be submitted in Romanian or English with the mark “**RFP-044/22**” to the following mails: ldabija@iom.int and mpatrachi@iom.int on or before **September 25, 2022**. No late proposal shall be accepted.

Together with the original offer Bidders interested to participate in the tender, should offer following supporting information and documents:

- Vendor Information sheet (Annexed hereby)
- Code of Conduct for Suppliers (Annexed hereby)
- Copy of Certificate of Registration from State Register
- Copy of License and/or Certificate.
- References to beneficiaries on previous work (2 -3 references)

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

Very truly yours,

Procurement Team

Contact tel.: +373 22 23 29 40 (ext.123)

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

Section I- Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers may submit a Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Providers 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 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.

2. Corrupt, Fraudulent, and Coercive Practices

IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a

contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

Service Providers 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 four (4) 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.

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 *Romanian or English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *Romanian or 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, the Proponents must give particular attention to the following:
- a) If a Proponent deem 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 qualified companies/firms or entities in a joint venture or sub-consultancy, as appropriate. Proponents may associate with the other Proponents invited for this assignment or to enter into a joint venture with companies/firms 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.
 - 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 members proposed are permanent employees of the firm or have an extended and stable working relationship with it.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 4 (Section III).
- a) A brief description of the Service Provider/ Consulting Firm 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.
- 6.3 **The technical proposal shall not include any financial information.**

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, the Proponents 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 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment, such as *travel and local transportation expenses*. 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 Proponents shall express the price of their services in MDL (Moldovan lei) or USD (US dollar) **with VAT 0%**, acc. to the GD 246 of 08.04.2010. In case other currency is offered, the comparison of offers will be based on the prevailing IOM rate of exchange(link to the website with official UN operational rates: <https://treasury.un.org/operationalrates/OperationalRates.php>)
- 7.4 The Financial Proposal shall be valid for 15 calendar days. During this period, the Proponents is expected to keep available the professional staff for the assignment. 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 Proponents has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Proposal (both Technical and Financial Proposals) shall be submitted online in PDF format at the following addresses: jdabija@iom.int, cc: mpatrachi@iom.int on or before **September 25, 2022**, 23:59 (GMT 2+). No late proposal shall be accepted.
- 8.3 **The Financial proposal shall be encrypted with password.** The password will be requested from applicants after technical evaluation completed by Bid and Evaluation Award Committee.

9. Evaluation of Proposals

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 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 *twenty-one (21) 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 criterion, sub criteria and point system¹. 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 Proponents shall be evaluated based on the following criteria and sub-criteria with weighted rates:
 - Proven experience of at least 10 years of performance of analytical and policy development survey; 40%
 - Knowledge and proven experience in applying qualitative research methods in social policy issues; 25%
 - Proven experience in drafting policy/institutional evaluation reports, policy and position papers and/or scientific paper on social policy issues 25%
 - Experience of work with international organizations and particularly UN Agencies would be an asset. 10%

¹ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

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

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- a) late submission, *i.e.*, after the deadline set
 - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Proponent 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 Proponent that has passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Financial proposals shall be opened publicly in the presence of the Service Provider/ Consulting Firm representatives who choose to attend.
- 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 Proponents 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 :

$$\mathbf{Sf = 100 \times F1 / F}$$

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 (S_t) and financial (Sf) scores using the weights² (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$S_c = S_t \times T\% + S_f \times F\%$$

² May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

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.
- 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 Proponents; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-hours 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 Proponents; and f) Provisions of the contract.
- 12.3 Having selected the Proponents 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 Proponents may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.4 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.5 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section III). To complete negotiations, IOM and the Proponents shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Proponents to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Proponents 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 Proponents with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Proponents on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Proponents who did not pass the technical evaluation.

- 13.2 The winning Proponents is expected to commence the assignment in *September 2022*.

14. Confidentiality

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use

by any Service Provider 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.

Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Assessment on available public and private services for the rehabilitation of victims of crime* in accordance with your Request for Proposal (RFP) dated *14 September 2022* 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 2 pages and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

FPF-1: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Assessment on available public and private services for the rehabilitation of victims of crime* in accordance with your Request for Proposal (RFP) dated *14 September 2022* 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:

Section II. Terms of Reference

1. Nature of the assignment: Assessment of services available for the rehabilitation of victims of crime through public and private service providers to support the implementation of the Government Decision No.182 of 23.03.2022 on approving the Program for creation and development of the National Referral Mechanism for the protection and assistance to victims of crime for 2022-2026 and of the Action Plan for 2022-2024 on its implementation.

2. Timeframe of activities: September-December 2022

3. Background

Both the Palermo Protocol and the Council of Europe Convention on Action against Trafficking in Human Beings call on the State parties to consider implementing measures for the provision of assistance to victims of trafficking such as safe accommodation, medical care, psychosocial support, legal counselling, local transportation, language and other courses, and other elements which support their rehabilitation and (re)integration.

The Strategy of the National Referral System for the protection and assistance to victims and potential victims of trafficking and the action plans for its implementation (2009-2011), approved by the Parliament Decision No. 257 on 05.12.2008, served as the legal basis for the creation of a model for cross-sectoral cooperation in ensuring the rights of victims of trafficking in the Republic of Moldova. In March 2018, amendments were made to the Law no. 241 on preventing and combating trafficking in human beings, through which the National Referral System (NRS) was institutionalized, and the role of the Ministry of Labor and Social Protection (MLSP) as the NRS coordinator (art. 10) established.

The process of the Republic of Moldova's association with the European Union and the accession of the Republic of Moldova to the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence have led to the gradual expansion of the categories of victims eligible for social assistance and other state assistance. The Law no. 137/2016 on the rehabilitation of victims of crime serves as the basis for safeguarding the rights and the legitimate interests of victims of crime (trafficking in human beings, organs, tissues and cells, torture, inhuman or degrading treatment, domestic violence, sexual offenses etc.). The Law established MLSP as the authority responsible for developing and implementing policies in the field of rehabilitation of victims of crime, providing necessary services and training specialists with expertise in the field, in cooperation with the Ministry of Justice, the Ministry of Interior, the Ministry of Finance, the General Prosecutor's Office, the National Council for State Guaranteed Legal Aid, the territorial subdivisions of social assistance, other central and local public administration authorities, as well as specialized civil society organizations.

Reforming the NRS, a model of interdepartmental and cross-sectoral cooperation previously created for the protection and assistance of victims and potential victims of trafficking, into the National Referral Mechanism for Victims of Crime (NRMV) means adapting it to the needs of other victims of crime who, in line with the law, are guaranteed free assistance and protection by the state, taking into consideration the achievements under other existing mechanisms/ procedures for other categories of victims, including, *inter alia*, the cross-sectoral cooperation mechanism for the identification, assessment, referral, assistance and monitoring of child victims and potential victims of violence, neglect, exploitation and trafficking (ICM).

To create an NRMV that integrates a comprehensive scope of services, it is paramount to understand what is currently available from public and private service providers for the rehabilitation of victims of crime, particularly in the context of decentralization of public administration.

The IOM Mission in Moldova is seeking to engage a reputable organization specialized in sociological research to assist with this task.

4. General objective

To conduct an assessment of services for the rehabilitation of victims of crime available from private and public providers in the Republic of Moldova and draft recommendations for integrating them into the new NRMV as well as for the enhancement of the NRMV service base.

5. Specific tasks to be performed by the consultant

Under the direct supervision of IOM Protection Coordinator and in close cooperation with the MLSP focal point:

- a. Develop a methodology for the assessment and user-friendly format for the service mapping;
- b. Identify types of services available for the rehabilitation of victims of crime in Moldova in line with the new NRMV strategy and action plan and the relevant public and private service providers;
- c. In consultation with key informants and service beneficiaries, assess the effectiveness, comprehensiveness, and quality of available services against the international standards;
- d. Identify service gaps and needed improvements in the existing services;
- e. Draft a service map inclusive of the findings from 5.b.-5.d. and recommendations for the enhancement of the service base;
- f. Validate the draft report with a working group of stakeholders identified by IOM and MLSP;
- g. Finalize the assessment in cooperation with IOM;
- h. Present the findings to the main stakeholders identified by IOM and MLSP.

The selected agency should use qualitative and quantitative methods, including review of statistical reports, key informant interviews, case studies, etc. as appropriate.

6. Tangible and measurable output of the work assignment: an assessment report with services mapping and recommendations produced and presented to the main stakeholders.

7. Realistic delivery dates and details as to how the work must be delivered:

Two weeks.	1. Produce a research methodology, in line with scope and the objectives of the assignment (6.1). 2. Present the methodology to IOM Moldova for approval.
Two months	1. Conduct the assessment in line with specific tasks 6.2-6.5. 2. Submit the draft assessment report to IOM no later than 15 December 2022.
One month	1. Participate in the expert working group discussion to finalize the assessment and present the findings for validation (6.6) 2. Revise the assessment report as necessary based on the results of the working group

	discussion. Submit the finalized analysis to IOM Moldova for approval (6.7). 3. Present the main analysis findings within to the main stakeholders (6.8).
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All deliverables should be submitted to IOM in Romanian or English language.

9. Performance indicators for evaluation of results (value of services rendered in relation to their cost): satisfactory deliverables presented within the agreed upon timelines and in accordance with the requirements of this terms of reference.

10. Qualifications

Prerequisites for offer submission:

- Proven experience of at least 10 years of performance of analytical and policy development survey;
- Knowledge and proven experience in applying qualitative research methods in social policy issues;
- Proven experience in drafting policy/institutional evaluation reports, policy and position papers and/or scientific paper on social policy issues;
- Experience of work with international organizations and particularly UN Agencies would be an asset.

Section III. Standard Form of Contract

IOM office-specific Ref. No.	
IOM Project Code	

SERVICE AGREEMENT
between
the International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, 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)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Services

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. The Service Fee

3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]) (the "Service Fee").

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

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

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

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 prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. 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) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or

attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;

- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 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.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this

Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. 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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains 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, Defaults and Force Majeure

6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure,

which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

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

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

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

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position 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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. 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, Abbreviation and Emblem

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

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration 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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

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 in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

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

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

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. Final Clauses

20.1 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.

20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both 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
[Name of Service Provider]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place: