

REQUEST FOR PROPOSALS

RFPQ-MD022/21

SERVICES FOR

“Case study analysis on how, when and where migration contributes to climate change adaptation and climate resilience in the Republic of Moldova”



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

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

REQUEST FOR PROPOSALS
RFP No.: *RFP-MD022/21*

Mission: *Republic of Moldova*

Project Name: *Moldova: Mainstreaming the Migration and Climate Change perspective into the National Adaptation Plan 2 and Agriculture Sectoral Adaptation Plan on Climate Change*

Project ID: *NC.0060*

Title of Services: *To conduct a climate change case study analysis*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Mainstreaming the Migration and Climate Change perspective into the National Adaptation Plan 2 and Agriculture Sectoral Adaptation Plan on Climate Change (MECC)* 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: **case study analysis on how, when and where migration contributes to climate change adaptation and climate resilience in the Republic of Moldova**. More details on the services are provided in the below 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 Financial and Technical Proposals must be submitted in English language with the mark “**MECC case study**” through mail to nbalan@iom.int and vvarzari@iom.int on or before **December 05, 2021**. No late proposal shall be accepted.

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

Vitalie VARZARI

Migration and Development Unit

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

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Section I Instructions to Service Providers

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 The Proposal shall comprise:

- Technical concept note envisaged for accomplishing the work;
- A preliminary detailed timeline for accomplishing the task in line with the general task's execution period indicated in this TOR;
- Financial Proposal
- Vendor Information sheet
- References to beneficiaries on previous work
- Copy of License and/or Certificate.

- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in English or Romanian.
- 5.3 The Service Providers 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. Information to bidders

- 6.1 The Financial proposal shall include all costs associated with the assignment, including travel and remuneration for staff. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical concept note must be priced separately.
- 6.2 Service Providers shall express the price of their services in USD with VAT 0% .
- 6.3 Payment will be made to the contractor in MDL at UN official rate, via bank transfer after full delivery of contracted services.
- 6.4 The Financial Proposal shall be valid for 30 calendar days. During this period, the Service Provider 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 Service Provider has the right not to extend the validity of the proposals.
- 6.5 The Service Provider must be able to prove that it has significant experience in domain and could be asked to provide references supporting its claim of experience.

7. Submission, Receipt, and Opening of Proposals

- 7.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 7.2 The Proposal shall be prepared in indelible ink. It shall contain no overwriting.
- 7.3 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 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 Service Provider unopened.

8. Award of Contract

The contract shall be awarded, through a notice of award, upon post-qualification of the Service Provider according to the following criteria:

- Compliance with the TOR including delivery schedule;
- Completeness and responsiveness of the offer;
- Price;

- Applicant's expertise;
- Quality of the offered services;

9. 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.

Section II Terms of Reference

1. BACKGROUND INFORMATION

Moldova ranks as the second most climate vulnerable country in Europe, according to the widely used NDGAIN1 vulnerability assessment methodology¹. The annual air temperature in Moldova has seen a sharp increase since 1980 of approximately 0.58°C per decade². The seven of the ten warmest years in Moldova's history occurred within the last twenty years³, and the mean annual temperatures are projected to be warmer by approximately 2-3 degrees Celsius by 2050⁴. It is estimated that available water surfaces will diminish by 16 to 20 percent already in the 2020s⁵. Due to its dependence on climatic conditions and ecosystem services, agriculture is the most vulnerable sector to the Moldovan economy. Agriculture employs almost one-third of Moldova's population and is an important source of livelihood in rural Moldova. Therefore, climate change is already impacting the lives and livelihoods of people in the Republic of Moldova and is projected to increasingly do so in the future. Smallholders and family farms, which represent a major part of the agriculture sector in Moldova, which employs approximately one-third of the overall population, are particularly vulnerable to climate impacts such as droughts and floods.

At the same time, outmigration (both internal and international) is a defining characteristic of Moldova's economy and society. An estimated half of the labour force (active population) of the Republic of Moldova is working abroad, 25% of Moldovan households receive remittances from abroad, and remittances contribute 16% of the Gross Domestic Product. There is also significant internal rural-to-urban migration. In other countries, migration has been shown to have considerable positive impacts on household and community-level adaptation to climate risks, but no specific case study on Moldova exists at present. The high dependency on agriculture and the relatively low level of socioeconomic development makes the country extremely vulnerable to the impacts of climate change. Moreover, climate change impacts are likely to exacerbate underlying causes of vulnerability, especially for those already facing societal inequities because of their gender, age, class, or disability.. The potential role of migration remains at the fringe of the climate change policy and programming in Moldova.

In this context, an improved understanding of the nexus between migration, environment and climate change would allow a better sense of the enabling conditions necessary to unlock the adaptation potential of migration and reduce the risks related to migration as well as formulate actionable recommendations to support well-managed migration in the context of climate action.

¹ Notre Dame Global Adaptation Index (scores for 2018) <https://gain.nd.edu/our-work/country-index/rankings/>

² World Bank Climate Change Knowledge Portal, Climate Data, Historical (information collected on 24.02.21) <https://climateknowledgeportal.worldbank.org/country/moldova/climate-data-historical>

³ World Bank Climate Change Knowledge Portal, Climate Data, Historical (information collected on 24.02.21) <https://climateknowledgeportal.worldbank.org/country/moldova/climate-data-historical>

⁴ World Bank Climate Change Knowledge Portal, Climate Data, Projections (information collected on 24.02.21) <https://climateknowledgeportal.worldbank.org/country/moldova/climate-data-projections>

⁵ Climate Change Post (information collected on 24.02.21) <https://www.climatechangepost.com/moldova/fresh-water-resources/>

This in its turn, has the potential to improve climate change adaptation in Moldova by integrating the migration and climate change perspective into the national adaptation planning efforts.

Against this background, the project titled *“Moldova: Mainstreaming the Migration and Climate Change Perspective into the National Adaptation Plan-2 and Agriculture Sectoral Adaptation Plan on Climate Change”*, which is implemented by IOM Moldova and supported by IOM Development Fund, aims to mainstream the migration, environment and climate change nexus into national adaptation planning. This will, in turn, contribute to supporting the Government of the Republic of Moldova’s strategic vision on climate change adaptation with a special focus on how migrants and their families can contribute to and benefit from climate action.

To support the implementation of the overall objective, first, IOM Moldova, together with the University of Vienna, and a national research partner will assess, under the current assignment, how, when and where migration – in its different forms – contributes to climate change adaptation and climate resilience, with a special focus on slow-onset hazards. Secondly, IOM Moldova will support the Ministry of Environment and the Ministry of Agriculture and Food Industry to develop their contributions to the United Nations Framework Convention on Climate Change’s work plan on human mobility in the context of climate change and will foster an inter-ministerial dialogue with the Ministry of Economy and Ministry of Finance on addressing the migration, environment, and climate change nexus within the framework of the National Adaptation Plan 2 (NAP-2) and Agriculture Sectoral Adaptation Plan (Ag.SAP). This will include awareness-raising, policy advice and technical guidance, capacity development, stakeholder consultations and raising visibility. It is expected that the initiative will contribute towards migration being more mainstreamed into the national policies on climate change and the environment, as well as the first steps being taken on unlocking the potential of migration to support climate action and adapting to climate change.

2. OBJECTIVES OF THE ASSIGNMENT

The **overall objective** of this assignment is to improve the understanding of the nexus between migration, environment and climate change to allow a better sense of the enabling conditions necessary to unlock the adaptation potential of migration and reduce the risks related to migration as well as supporting the formulation of actionable recommendations to support well-managed migration in the context of climate action.

To reach the overall objective, a national research partner will be selected to execute the fieldwork for the case study on how and under what conditions migration does actually and can potentially contribute to climate change adaptation and resilience-building at the household level in Moldova. Specifically, the study case would address the following **research questions**:

- i. How do international and internal (mostly rural-to-urban and urban-to-urban) migration and the resulting translocal linkages shape the ability of households and communities to cope with and adapt to (climate) risks?
- ii. Under what circumstances (e.g., location, migration constellation, socio-economic context, climate risks, etc.) does migration have positive effects on adaptation and social resilience?
- iii. How can positive aspects of migration be fostered, and negative impacts addressed?

3. TECHNICAL SPECIFICATIONS OF THE ASSIGNMENT

The national research partner will carry out the fieldwork of the case study under the overall methodological guidance of the University of Vienna. The national research partner will assist the

University of Vienna counterparts to better understand the local context, relevant national laws, data collection specificities and practices and support the data analysis, report drafting and presentation of research design and findings. The University of Vienna team will be responsible for developing the research design and explaining the research methodology, providing research templates to the national research team, supervising the data collection, analysing together with the national research team the collected data, and will lead the drafting of the study report, being responsible for its overall quality.

The case study will employ mixed-methods research, combining different qualitative (e.g. expert interviews, focus group discussions, in-depth interviews and Qualitative Comparative Analysis) and quantitative methods (e.g. statistically representative household survey). The field research will be carried out in 4 (four) field sites in Moldova, representing different types of exposure to climate risks and different types of migration. For the quantitative data collection, representativity on district level would require a sample of about **1450-1600 households for the surveys in 4 selected districts from Moldova**, and the qualitative data collection will consist of **40 focus group discussions 80 in-depth household interviews and 40 migrant interviews in 4 selected communes / villages**, each in one of the **selected districts from Moldova**. The selection of research sites will be aligned with UNDP and FAO's selection of communities for the development of community-level adaptation plans under the NAP-2 and Ag.SAP, respectively. The comparison across sites will allow to identify similarities and differences about the role of migration in the context of adaptation and to identify enabling or constraining conditions. The research team will address the relevant gender-related aspects during the case study to address the critical knowledge gap on gender issues in the context of migration, environment and climate change. Therefore, the collected data would be disaggregated, among others, by gender, age, disability status, employment sector, education background, migration experience (years), migration status (regular/irregular), host country, region of origin and destination (urban/rural) etc.

The case study will contribute to the development by the University of Vienna and national research partner of the findings report, of the policy brief and the submission of an article to a peer-reviewed journal (given the review process, it is recognised that the journal article might not be published before the end of the project). The policy advice will be analyzed through a gender perspective based on the findings of the case study. The case study findings will raise awareness about the topic and inform policymaking, foster policy coherence and provide technical guidance to the Ministry of Environment, Ministry of Agriculture and Food Industry, Ministry of Economy and other relevant actors.

4. TASKS TO BE PERFORMED WITHIN THE LOCAL RESEARCH TEAM

Under the present Terms of Reference, IOM Moldova is seeking one qualified and experienced local research team to perform the following tasks:

- Assist the University of Vienna research team to better understand the local context, relevant national legislation, data collection specificities and practices.
- Review and provide feedback to the research methodology, as well as, to the quantitative and qualitative data collection tools: (a) survey questionnaires, (b) sampling strategy for the quantitative survey, (c) selection strategy for the communes/ villages for qualitative data collection, (d) in-depth interviews guide, (e) guide for focus-group discussions, (f) proposed structure/content topics of the research report.
- Conduct the data collection exercise in 4 selected districts from Moldova by:

- a. providing feedback to the survey questionnaire (together with the University of Vienna).
- b. developing and realizing a sampling strategy for the survey so that is representative on the district level.
- c. collecting and validating **survey data** from not less than **1450** Moldovan households.
- d. assisting the University of Vienna to select 4 communes/ villages, with regards to UNDP and FAO's selection of communities for the development of community-level adaptation plans.
- e. executing not less than **40 focus group discussions** with selected village/ commune members.
- f. executing not less than **80 households' in-depth interviews** with the household members.
- g. executing not less than **40 in-depth interviews** with return or seasonal migrants, thereof 20 with women;
- h. entering the survey data into a common standard database format (e.g., SPSS, STATA).
- i. transcribing (verbatim) the results recordings of the households and migrants interviews.
- j. providing the notes and the results of the focus group discussions.
 - Provide inputs/ support to the University of Vienna research team for the drafting of the study report and policy brief.
 - Support the dissemination of findings of the case study through one post-learning event.

5.TIMETABLE AND DELIVERABLES:

TIMELINE	DELIVERABLE
15.01.22	<p>Deliverable 1:</p> <ul style="list-style-type: none"> - Review and feedback provided to the research methodology, to the quantitative and qualitative data collection tools proposed by the University of Vienna research team: (a) draft survey questionnaires, (b) draft in-depth interviews guide, (c) draft guide for focus-group discussions; (d) proposed structure/content topics of the research report. - Sampling strategy for the quantitative survey, based on random stratified sampling from the household register or similar. - List of locations in the 4 selected districts from Moldova and the exact schedule for the field research approved in coordination with implementing partners. <p>Draft deliverable 1 documents due on: 26.12.2021 Review by the Vienna University, IOM and stakeholders: by 05.01.2022 Translation by IOM of the deliverable 1 documents due on: 10.01.2022 Final deliverable 1 documents due on: 15.01.2022</p>

15.01.22-15.04.22	<p>Perform warranted tasks related to:</p> <ul style="list-style-type: none"> - data collection in 4 selected districts from Moldova by: <ul style="list-style-type: none"> a. collecting not less than 1450 survey questionnaires among the Moldovan household members. b. assisting in the selection of 4 communes/ villages in coordination with IOM & FAO. c. executing not less than 40 focus group discussions with selected households members of the 4 communes / villages. d. executing not less than 80 households' in-depth interviews with households members in the selected communes/villages (households to be determined in one of the focus group discussions). e. executing not less than 40 in-depth interviews with return or seasonal migrants, thereof 20 with women; - administrative tasks related to the organization of field research logistics
15.07.2022	<p>Deliverable 2:</p> <ul style="list-style-type: none"> - Short administrative report on the field research activity submitted. - The processed data excel/SPSS files with collected responses submitted. - The transcripts (verbatim) of the in-depth interviews and focus-group discussions submitted. <p>Draft deliverable 2 documents due on: 15.05.2022 Translation by IOM of the deliverable 2 documents due on: 15.06.2022 Review by the Vienna University, IOM and stakeholders: by 30.06.2022 Final deliverable 2 documents due on: 15.07.2022</p>
15.11.2022	<p>Deliverable 3:</p> <ul style="list-style-type: none"> - Input to the first draft of the case study report provided <p>Draft deliverable 3 documents due on: 15.10.2022 Review by the Vienna University, IOM and stakeholders: by 30.10.2022 Final deliverable 3 documents due on: 15.11.2022</p>
28.03.2023	<p>Deliverable 4:</p> <ul style="list-style-type: none"> - Input to the final draft of the case study provided <p>Draft deliverable 4 documents due on: 15.03.2023 Review by the Vienna University, IOM and stakeholders: by 28.03.2023 Final deliverable 4 documents due on: 28.03.2023</p>
30.04.2023	<p>Deliverable 5:</p> <ul style="list-style-type: none"> - One joint presentation with University of Vienna of the main findings during a post-learning event. - Final administrative report on all tasks performed during this assignment

6. MANAGEMENT ARRANGEMENTS

The Consultancy and its tasks hereunder shall be performed over 17 months to carry out the entire assignment. The fee will be paid to the service provider in 5 instalments, according to

the established delivery schedule, upon completion by the service provider of all tasks specified in these terms of reference.

Note: The provision of envisaged deliverables approved by the IOM shall be the only criteria for service provider work being completed and eligible for payment/s.

7. TRAVEL

No international travel is envisioned under this assignment. Costs for the local travel to and from the research sites for the execution of the warranted tasks related to data collection is to be covered by the service provider, as per the financial proposal submitted for the implementation of this assignment.

8. QUALIFICATIONS AND COMPETENCIES FOR THE COMPANY FOR THIS CONSULTANCY

a. Company qualifications:

- Legally registered entity.
- The company shall demonstrate experience of researching migration topics. At least five relevant projects should be named in the application. The company shall demonstrate experience to conduct data collection for social research: plan, organize and conduct quantitative (household) surveys, including representative sampling. At least five relevant projects should be named in the application.
- The company shall demonstrate experience with organizing and conducting / moderating Focus Group Discussions. At least five relevant projects should be named in the application.
- The company shall demonstrate experience with organizing and conducting household and individual interviews. At least five relevant projects should be named in the application.
- The demonstrated capacity to collect survey data using tablets will be an advantage. Demonstrated ability to use STATA, SPSS or NVivo – at least two projects using these softwares completed successfully in the last two years should be named in the application.
- Demonstrated experience of publication peer-reviewed journals or being commissioned by government entities, UN agencies, or development partners to develop reports on relevant topics. At least five publications to be listed in the application.
- Demonstrated experience of working with government, public, civil society organisations and development partners. At least 10 projects to be listed in the application.

b. Individual qualifications of the proposed research team

- Advanced postgraduate degrees (i.e., PhD or MA) in Economics, Sociology, Geography, Statistics, Development Studies, Migration Studies, Public Affairs and/or other social science related areas relevant for the assignment. At least one team member with a PhD in a subject relevant for this assignment.
- At least one team member with a degree in a subject related to study climate change impacts and/or experience of working in a climate change project (e.g. vulnerability assessment, risk assessment, adaptation, climate policy, etc.) will be an advantage. The relevant degree and/ or project(s) to be listed in the application.

c. Languages:

- Excellent oral and written English and Romanian is required.
- Knowledge of Russian will be an advantage.

– Availability for the envisaged period and high mobility and flexibility.

d. **Diversity:**

- IOM adheres to the core values of the United Nations; in particular, is respectful of differences of culture, gender, religion, ethnicity, nationality, language, age, HIV status, disability, and sexual orientation, or other status.

Criteria for Selection of best offer

The award of the contract shall be made to the offeror whose offer has been evaluated and determined as:

- a) Being responsive/compliant/acceptable, and
- b) Having received the highest score based on the following weight of technical and financial criteria for solicitation as per the schedule below:

* Technical criteria weight: 70%

* Financial criteria weight: 30%

Only candidates obtaining a minimum of 49 points (70%) in the technical evaluation shall be considered for the financial evaluation. For the considered offers in the financial evaluation only, the lowest price offer will receive 30 points. The other offers will receive points in relation to the lowest offer, based on the following formula:

$$\text{Score for price proposal X} = \frac{\text{Max. Score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}}$$

Criteria	Maximum points 70
Legally registered entity No = 0 Yes = 5	5
Demonstrated experience of researching migration topics At least five relevant projects = 5 More than five relevant projects = 10	10
Demonstrated experience to conduct data collection for social research: plan, organize and conduct quantitative (household) surveys, including representative sampling At least five relevant projects = 4 More than five relevant projects = 8	8
Demonstrated experience with organizing and conducting / moderating Focus Group Discussions At least five relevant projects = 4 More than five relevant projects = 8	8
Demonstrated experience with organizing and conducting household and individual interviews At least five relevant projects = 4 More than five relevant projects = 8	8
Demonstrated ability of using STATA, SPSS or NVivo in the last two	5

years 2 projects using STATA/SPSS or NVivo in the last two years= 2 More than 2 projects using STATA/SPSS or NVivo in the last two years = 5	
Demonstrated experience of publication peer-reviewed journals or being commissioned by government entities, UN agencies, or development partners to develop reports on relevant topics. Three publications = 2 Five publications = 4 More than five publications = 6	6
Demonstrated experience of working with government, public, civil society organisations and development partners. At least 10 projects = 2 More than 10 projects = 5	5
At least one team member with a PhD in a subject relevant for this assignment. One PhD in a relevant subject in the team = 2 More than one PhD in a relevant subject in the team = 5	5
At least one team member with a degree in a subject related to study climate change impacts and/or experience of working in a climate change project. One team member = 2 More than one team member = 5	5
Excellent oral and written English, Romanian and Russian Knowledge of English – 2 Knowledge of Romanian – 2 Knowledge of Russian - 1	5

Section III Pro-forma 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

- 1.1 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.
- 1.2 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 prevent 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

Signature

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: