

BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)

Assisted Voluntary Return Programmes from Germany

SERVICES FOR

Airport-based Payment of Financial Assurances

and

**Transit Assistance for IOM Beneficiaries at the
International Airport in Frankfurt on Main**

Prepared by



International Organization for Migration (IOM)
The UN Migration Agency

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23 February 2018

REQUEST FOR PROPOSALS
RFP NO.: 01/2018

Country: Germany

Project Name: Assisted Voluntary Return Programmes from Germany

Project Budget Line: various projects

Title of Services: Airport-based Payment of Financial Assistances and
Transit Assistance for Beneficiaries

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Section I. Invitation Letter



IOM Germany
Neumeyerstraße 22-26
90411 Nuremberg
Germany

Letter of Invitation

26 February 2018

The International Organization for Migration (IOM) is an intergovernmental humanitarian organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of “*Assisted Voluntary Return Programmes from Germany*”, the IOM intends to hire a Service Provider for the “*Airport-based Payment of Financial Assurances and Transit Assistance for Beneficiaries*” for which this Request for Proposals (RFP) is issued.

The IOM through the Bids Evaluation and Awards Committee (hereinafter called BEAC) now invites Service Providers to provide Technical and Financial Proposal for the following services: airport-based payment of financial assurances to voluntary returnees from Germany on behalf of IOM Germany and transit assistance for IOM beneficiaries at the International Airport in Frankfurt on Main. 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 procedure described in this RFP. The contract will be awarded for 2 (two) years with option for extension.

The RFP includes the following documents:

- Section I. Letter of Invitation
- Section II. Instructions to Service Providers
- Section III. Technical Proposal – Standard Forms
- Section IV. Financial Proposal – Standard Forms
- Section V. Terms of Reference
- Section VI. Standard Form of Contract

The Proposals must be delivered by hand or through mail to the BEAC with office address at *Neumeyerstraße 22-26, 90411 Nuremberg, Germany* on or before 12:00h, 19 March 2018. No late proposal shall be accepted.

The BEAC reserves the right to accept or reject any proposal and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected bidders.

Very truly yours,
Lydia Schauer
BEAC Chairperson

Section II. Instructions to Service Providers

1. Introduction

- 1.1 Only short-listed Service Providers will be invited to submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal.
- 1.3 The Service Provider's costs of preparing the proposal and of negotiating the contract, including visits to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider 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 Provider.
- 1.6 IOM shall provide free of charge the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports (see Section V. Terms of Reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. 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 *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider 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 and IOM, shall be in *German or English*. All reports prepared by the contracted Service Provider shall be in *German or English*.
- 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. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other service providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other service providers invited for this assignment or to enter into a joint venture with service providers 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 proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *five (5) years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 8 (Section III).
- a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider staffing schedule.
- c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the Service Provider and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment. The work plan should be consistent with the work schedule (TPF-8)
- d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team member (TPF-5).
- e) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-6) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *three (3) years*.
- f) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-7). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- g) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-8).
- h) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers 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 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5) if any. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider for any such taxes or b) pay such taxes on behalf of the Service Provider. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4 Service Providers shall express the price of their services in Euro.
- 7.5 The Financial Proposal shall be valid for *sixty (60) calendar days*. During this period, the Service Provider is expected to keep available the professional staff for the assignment¹. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider 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 original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Consultant.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.

¹ For this purpose, the Mission may have the option to require short-listed Service Providers/ Consulting Firms a bid security.

8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the Financial Proposal publicly or not.

9. Evaluation of Proposals

9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers 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 Provider 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 criteria, sub criteria and point system². Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

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

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

	<u>Points</u>
(i) Specific experience of the Service Providers relevant to the assignment:	10
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	<i>15</i>
b) Work plan	<i>15</i>
c) Organization and staffing	<i>20</i>
Total points for criterion (ii):	50
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	<i>30</i>

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

b) Operational Coordinator at the airport	15
c) Financial Coordinator	15
Total points for criterion (iii):	60

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

1) General qualifications	20%
2) Adequacy for the assignment	60%
3) Experience in region and language	20%
Total weight:	100%

The minimum technical score (St) required to pass is: **84 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 and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers that have 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 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 Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

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

Fl is the price of the lowest Financial Proposal, and

F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

12. Negotiations

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

shall have equivalent or better qualifications and experience than the original candidate.

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

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *as soon as possible, optimally on 26 March 2018*.

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.

Section III. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Insert Place, Date]

To: Lydia Schauer
Neumeyerstraße 22-26
90411 Nuremberg
Germany

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for “*Airport-based Payment of Financial Assistances and Transit Assistance for Beneficiaries*” in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

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

TPF-2A: Service Provider's 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-2B - Service Provider's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Current US\$):
Name of Associated Service Providers, If Any:		Nº of Months of Professional Staff Provided by Associated Service Providers:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

TPF-3: Comments and Suggestions of Service Providers on the Terms of Reference and on Data, Services, and Facilities to be provided by IOM

A. On the Terms of Reference:

[The Service Provider should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in the Service Provider’s Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers, including administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.
- 4.
- 5.

TPF – 4: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical proposal. The Consultant is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
 - b) Work Plan and
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section the Service Provider should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Consultant should highlight the problems being addressed and their importance and explain the technical approach that would be adopted to address them. The Consultant should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Service Provider should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Service Provider should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

TPF – 5: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 6: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

TPF-7: Time Schedule for Professional Personnel

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

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

Part-time: _____

Signature of Authorized Representative: _____
 Full Name: _____
 Title: _____

TPF-8: Activity (Work) Schedule

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

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

Section IV. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Insert Place, Date]

To: Lydia Schauer
Neumeyerstraße 22-26
90411 Nuremberg
Germany

Ladies/Gentlemen:

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

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

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

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

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

We remain,

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

FPF- 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

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

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² <hr/> <hr/>	Description: ³ <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

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

Description¹	Unit	Unit Cost²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc.		
5. Equipment, instruments, materials, supplies, etc.		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section V. Terms of Reference

Terms of Reference

Airport-based Payment of Financial Assistances within the Frame of the Assisted Voluntary Return Programmes from Germany and Transit Assistance for IOM beneficiaries at the International Airport in Frankfurt on Main

A. Background

Introduction

Established in 1951, IOM is the leading inter-governmental organization in the field of migration and works closely with governmental, intergovernmental and non-governmental partners.

With 169 member states, a further 8 states holding observer status and offices in over 100 countries, IOM is dedicated to promoting humane and orderly migration for the benefit of all. It does so by providing services and advice to governments and migrants.

IOM works to help ensure the orderly and humane management of migration, to promote international cooperation on migration issues, to assist in the search for practical solutions to migration problems and to provide humanitarian assistance to migrants in need, including refugees and internally displaced people.

Since September 2016 IOM is part of the United Nations system as a related organization.

The Federal Republic of Germany has been a member of IOM since 1954. IOM staff in Berlin, Nuremberg, Frankfurt/Main and Brandenburg implements in cooperation with governmental and non-governmental partners projects in the area of migration.

The IOM mission in Berlin is also the liaison office for cooperation on migration international IOM projects in the areas of humanitarian aid, peace-building and combatting human trafficking, which are supported by the German government.

REAG/GARP Programme

The International Organization for Migration assists migrants who voluntarily return to their home countries or migrate to a receptive third country, by providing logistics/financial support.

In 1979, the German Ministry for Family, Youth and Health gave IOM the authority to implement the Reintegration and Emigration Program for Asylum-Seekers in Germany – REAG³ Programme. In 1989, the program was then complemented by the Government Assisted Repatriation Program – GARP⁴ Programme, which was initiated as a supporting measure and financed by the Ministry of the Interior. Effective from 1st January 2000, the Ministry of the Interior took over the entire responsibility for both programs. As of 2010, the European Return Fund participates as part of the Project “Nationwide financial assistance to voluntary returnees” in the funding of the program. The REAG/GARP-Program is implemented by IOM on behalf of the Ministry of Interior (MOI) and the respective German Federal States’ ministries, who jointly finance the program. The co-funding by the European Return Fund for the Project “Nationwide financial assistance to voluntary returnees” has been requested for 2013.

³ Reintegration and Emigration Program for Asylum-Seekers in Germany

⁴ Government Assisted Repatriation Program

The REAG/GARP-program is a humanitarian program assisting with financial and operational support the voluntary return and migration to third countries. It offers start-up assistance for defined nationalities and serves as a steering instrument for migration movements. The migrants eligible to benefit from the program are asylum-seekers, rejected asylum-seekers and recognized refugees as well as war and civil-war refugees, victims of forced prostitution or trafficking and other foreigners (eligible under § 1 AsylbLG, the German asylum seekers' benefit Act), as well as migrants who have been granted residence due to humanitarian or political reasons.

The application of financial assistance within the programme REAG/GARP is organized in cooperation with German authorities, welfare organizations, specialized counselling centres, central information centres for voluntary return, and the United Nations High Commissioner for Refugees (UNHCR). To obtain REAG/GARP assistance, the appropriate applications can only be submitted through these authorities and organizations. Nationwide IOM works together with more than 1600 German authorities.

Within the framework of the program, the German Government grants the following types of assistance (defined in the Information booklet of REAG/GARP 2015):

- Payment of travel costs (e.g. by plane or bus)
- Additional travel assistance
- Initial start-up cash to people from countries that are particularly relevant in terms of migration

Since the beginning of this program, IOM Germany has so far assisted more than half a million people to voluntarily return to their home countries or emigrate to a third country. Further information on the program is available from the Social Welfare or Aliens' Offices in any German city or district, the welfare organizations, specialized NGOs, central information centres for voluntary return or directly from the IOM office in Nuremberg.

StarthilfePlus Programme

In addition to the REAG/GARP programme, as of February 2017, asylum seekers are entitled to additional financial assistance through the StarthilfePlus programme if they decide to return voluntarily during the asylum process or at the latest within the period set for their departure.

In order to receive a StarthilfePlus grant, the returnee needs to apply for assisted voluntary return with the REAG/GARP programme and needs to be a national of a GARP listed country. StarthilfePlus is paid out either in one or two stages.

If paid out in two stages, the first half will be paid out with the regular GARP payment in Germany prior to departure at the airport and the second half within six to eight months after the arrival in the respective country of origin. Children below age 12 receive half of the amount.

In principle, a StarthilfePlus grant can only be awarded upon application. Similar to the application procedure within the REAG/GARP programme, applications can only

be submitted via German authorities, welfare organizations, specialized counselling centres, central information centres for voluntary return, and the UNHCR. There is no legal claim for funding.

The programme is carried out by IOM Germany in close cooperation with the Federal Office for Migration and Refugees (BAMF).

Assistance for IOM beneficiaries transiting the International Airport in Frankfurt on Main

Safe, orderly, and dignified movement of migrants and refugees is the essence of migration, and represents one of the central purpose of IOM since its founding in 1951. In order to meet the complex air movement management needs globally, IOM provides assistance in transit for beneficiaries en route to their final destination. The scope of assistances varies, and it is tailored to the needs of the beneficiaries.

B. Objectives

The objective of this document is to provide a basis and rationale for the type of services requested by IOM in connection with the airport-based payment of financial assistances within the frame of the Assisted Voluntary Return programmes from Germany and assistance for IOM beneficiaries transiting the International Airport in Frankfurt on Main en route to reach their final destination country.

C. Scope of Services

I. Payment of Financial Assistances at the Airports within the Frame of the Assisted Voluntary Return Programmes from Germany

As outlined in the programme description, beneficiaries will be paid financial grants at the following airports: Frankfurt/Main, Munich, Dusseldorf, Hamburg and Berlin (Tegel and Schönefeld). The total yearly amount of the financial assistances cannot be specified in advance. the following data from 2017 are provided as a reference guide:

Approximate cash amount paid per month	700.000 €
Approximate number of cases per month for which payments have been made	700

The following tasks are required:

1. Scheduling and employee deployment plan

Prior a financial assistance is to be paid at a respective airport, the responsible IOM staff will inform the Service Provider of the type of the financial assistance, amount and time of payment. The payment schedule is according to flight time of the moment.

One day prior the scheduled flight date of the movement, IOM will send an overview of the planned movements including name of beneficiaries, flight details, type of financial assistances and due amounts. In an event of cancellations, rescheduling of flights, changes of departure gates and other unforeseen circumstances IOM will notify the Service Provider by issuing an updated overview. This must be considered when preparing the day's employee deployment plan.

To guarantee timely payments each individual movement, irrespective of the airport, the flight day/time has to be monitored individually. This includes movement and payments on weekends and public holidays and it has to be taken into account in the employee deployment plan. IOM will ensure that the

beneficiaries are informed where to collect the financial assistance. The operational coordination of the payments including training of employees, is the responsibility of the Service Provider.

2. Provision of cash at respective airports

The provision and availability of sufficient cash at all airports is the responsibility of the Service Provider. It is to be noted that the cash withdrawals in the needed amounts might not be available at all airports. The arrangements hereto are also in the responsibility of the Service Provider. Administrative fee, transaction costs and any other fees hereto are to be covered by the Service Provider.

3. Contact with airlines at each airport

In case of any difficulties arising before departure (e.g. overbooking, booking inexistent with the airline, difficulties with issuing tickets due to different names recorded, necessary changes due to missed connections, etc.), the Service Provider will act as intermediary contact between IOM and the beneficiaries on site.

4. Payment procedure to the departing returnees

- After receiving an IOM entitlements confirmation form for each case and the list of beneficiaries including the time of the financial entitlements and the respective amounts, the indicated amount shall be prepared in cash for each case and held ready for disbursement on site.
- The Service Provider will meet the beneficiaries at the departure gate one hour before departure. The bio data including the number of beneficiaries per case will be compared with the provided information in the IOM confirmation form and the beneficiaries original travel documents.
- The amount indicated in the IOM entitlement confirmation form is the amount payable to beneficiaries. The receipt of the paid amount must be acknowledged by the principle applicant by his/her signature of acknowledgement on the receipt of entitlement form. The form shall be also signed and stamped by the Service Provider. Depending on the type of the financial assistance, it might be necessary that beneficiaries acknowledge receipt of assistances by signing more than one document.

5. Billing

The Service Provider has to prepare a monthly statement and reports of activities and together with the original signed entitlement receipts send them in regular intervals to IOM. These will be checked for consistency and serve as a base for reimbursement of occurred expenses and agreed fees.

6. Additional services

- Support service for persons with special needs.
- Possibly the supervision of persons with flight cancellations in the transit

area of the airport until the new departure date.

II. Assistance for IOM beneficiaries transiting the International Airport in Frankfurt on Main en route to reach their final destination country.

In order to meet the complex air movement management needs globally, IOM provides assistance in transit for beneficiaries en route to their final destination. In 2017 IOM assisted on average 1.400 beneficiaries per month.

1. Scheduling and employee deployment plan

Upon a request of an IOM mission which organizes the movement and in close coordination with IOM in Germany, the Service Provider assists beneficiaries in transit at the International Airport in Frankfurt on Main. The types of needed services are shared with the Service Provider in advance by sending an Advance Booking Notification (ABN) in electronic form. Any changes are communicated.

In the event of cancellations, rescheduling of flights, changes of departure gates and other unforeseen circumstances IOM will notify the Service Provider by issuing an updated ABN. This must be considered when preparing an employee deployment plan.

All transit assistances invoiced by the Service Provider to IOM Nuremberg have to be supported by the ABN before any payment can be made.

Transits scheduled for the same time but required at different arrival/departure gates can occur. This must be considered when preparing the day's employee deployment plan.

To guarantee provision of services, each movement, irrespective of the flight schedule has to be monitored individually. This includes movements on weekends and public holidays and has to be also accounted for when the employee deployment plan is prepared.

The operational coordination, including training of employees, is the responsibility of the Service Provider.

2. Procedure

In cooperation with the airline companies, the border police, and where and if necessary, customs authorities, the Service Provider must ensure an arrival reception and smooth boarding on the connection flight to IOM beneficiaries transiting the international airport in Frankfurt/Main. In no circumstances will the Service Provider will be involved in any activity which requires the usage of force vis-a-vis a migrant.

The Service Provider will meet IOM beneficiaries at the arriving flight and gate and escort them through passport control and security to the connection flight and departure gate.

The Service Provider has to ensure that IOM beneficiaries are in possession of valid boarding passes for the onward travel, travel documents and/or visa and medical clearances if necessary.

The Service Provider will confirm arrival/departure of the concerning IOM missions (sending/transit/receiving).

In case of flight delays, rescheduling and cancellation or other unforeseen circumstances, in coordination with IOM and the airline, the Service Provider will organize accommodation for the beneficiaries and/or rebook the onward flights. Hereto, the Service Provider will notify the respective IOM missions in a timely manner. All expenses in connection with the accommodation, flight booking etc. will be borne by IOM only upon prior approval. Expenses which have occurred as a result of negligence of the Service Provider are excluded. On certain occasion, IOM will request the Service Provider to provide meals and beverages to beneficiaries. On some occasions beneficiaries remain in transit for more than four (4) hours when they are eligible to receive meals/beverages. The related costs hereto must be approved by IOM in advance.

3. Contact with airlines and IOM missions

In case of any difficulties arising before departure or during transit (e.g. missing bookings/boarding passes, refusal of airlines to accept passengers, necessary changes due to missed connections, sudden health issues etc.), the Service Provider will have to coordinate the situation with the respective IOM mission(s), request written approval for actions and cost coverage and as approved take necessary action, including but not limited to organizing accommodation, meals, medical service etc. The Service Provider will need to pre-fund these costs and request a reimbursement in accordance with the approved activities.

4. Billing

The Service Provider has to prepare a monthly statement of activities which is a base for reimbursement of occurred expenses and agreed fees.

5. Additional Services:

- Support service for beneficiaries with special needs;
- Support in case of sudden occurred health issues (e.g. accompany beneficiaries to the airport or city clinic, hotel bookings, payment of pocket money, visa issues etc.);
- Support for beneficiaries within the transit area of the airport in case of flight delays and rescheduling;
- In cooperation with the border police and IOM, provide any other assistance especially in case of unexpected circumstances

Minimum requirements

For eligibility to implement the services, the following prerequisites must be demonstrated:

- Existence of an airport licence with an office/counter at the respective airport – serving as a contact point, including for the forwarding of payment orders
- Identification/authority to enter the security area of the airport
- Proof of liquidity

- Availability of staff for proper performance of the required services
- Police clearance certificate from all persons handling cash for payment distribution
- Employees with intercultural competence and language skills
- Experience in dealing with particularly vulnerable persons (e.g. persons with health concerns, traumatized persons, persons with a handicap)
- The Service Provider has to guarantee that non-refundable direct and indirect expenses incurred due to the non-satisfactory performance of the Service Provider, such as, but not limited to the case of missing or incomplete original documents, missing signatures or signature of the wrong person, will be reimbursed by the Service Provider

Section VI – Contract for Services

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

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
“Airport-based Payment of Financial Assistances and Transit Assistance for Beneficiaries”

This Service Agreement is entered into by the **International Organization for Migration**, Mission in Germany, Neumeyerstraße 22-26, 90411 Nuremberg, represented by Monica Goracci, Chief of Mission, 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 airport-based payment of financial assistances and transit assistance for beneficiaries on behalf of IOM Germany in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

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

2. Services Supplied

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

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as

possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

- 2.2 The Service Provider shall commence the provision of Services from 26 March 2018 and fully and satisfactorily complete them by *[date (initially two years)]*.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be EUR *[amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in EUR by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
 - (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;

- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider further warrants that it shall:

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

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

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

8. Audit

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

audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: Lydia Schauer

Neumeyerstraße 22-26

90411 Nuremberg

Germany

Email: IOM-Germany@iom.int

[Full name of the Service Provider]

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

[Service Provider's address]

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

12. Dispute resolution

12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (*three*) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than *3 (three) months* following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a

waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

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

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

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

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Special Provisions (Optional)

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

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

21. Final clauses

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

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

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization
for Migration

Signature

Name
Position
Date
Place

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

Signature

Name
Position
Date
Place

Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____