

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

Airport-Based Assurances and Payments

Prepared by



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

Charlottenstr. 68, 10117 Berlin, Germany

11th May 2021

REQUEST FOR PROPOSALS
RFP No.: 4

Mission: *Germany*

Project Name: *REAG/GARP*

WBS: *Project year 2021/2022*

Title of Services: *Airport-Based Assistances and Payments*



IOM International Organization for Migration
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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for **Airport-based Assistancess and Payment Services** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: **Airport-based Assistancess and Payment Services**. More details on the services are provided in the attached Terms of Reference (TOR – Section IV).

The Service Provide will be selected under a Quality–Cost Based Selection procedure described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Pro-forma Contract

The Proposals must be delivered by hand or through mail to IOM with office address at **Charlottenstr. 68, 10117 Berlin** on or before **16th June 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.

Michael McCormack
Senior Procurement and Logistics Assistant

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 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.
- 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.
- 1.6 IOM shall provide at no cost to 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 report (see Section IV. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers 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 *English*. All reports prepared by the contracted Service Provider shall be in *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) 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.
- b) 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.
- c) Proposed professional staff must, at a minimum, have the experience of at least *five 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 TPF 5 (Section II).

- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) 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 FPF 3 (Section III).
- 7.2 The Financial proposal shall include all costs associated to service fees and special conditions with airlines. 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 Consultant.¹ 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 Euros.
- 7.5 The Financial Proposal shall be valid for 60 calendar days. During this period, the Service Provider is expected to keep available the professional staff for the assignment². IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider 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.

¹ This clause shall be included/revised as deemed necessary

² For this purpose, the Mission may have the option to require short-listed Service Providers provide a bid security

- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL.**” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider.
- 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 service provider unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

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 Providers 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 thirty (30) *calendar days* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system³. 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%.

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

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:	[0 - 25]
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	[0 - 15]
b) Work plan	[0 - 15]
c) Organization and staffing	[0 - 10]
Total points for criterion (ii):	40
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	15
b) Operational Coordinator at the airport	10
c) Financial Coordinator	10
Total points for criterion (iii):	35

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

1) General qualifications	30%
2) Adequacy for the assignment	50%
3) Experience in region and language	20%
Total weight:	100%

The minimum technical score St required to pass is: 70 Points.

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider 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. The BEAC has the option to open the Financial proposals publicly or not.

- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

Sf - is the financial score of the Financial Proposal under consideration,
 F1 - is the price of the lowest Financial Proposal, and
 F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁴ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$\mathbf{Sc = St \times T\% + Sf \times F\%}$$

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 for contract negotiation is *31st June 2021*, and will be facilitated through means of invitation to online meeting platform.
- 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; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

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

- 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 V). To complete negotiations, IOM and the Service Providers 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 *1st August 2021*

14. Confidentiality

- 14.1.1 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. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *Michael McCormack, IOM Germany, Charlottenstr. 68, 10117 Berlin.*

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers Organization

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

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

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

Technical approach, methodology and work plan are key components of the Technical proposal. The Service Provider 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 Service Provider should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Service Provider 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, if any.
- 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 – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____
Full name of authorized representative: _____

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *Michael McCormack, IOM Germany, Charlottenstr. 68, 10117 Berlin.*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Airport-Based Assistances and Payments* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals

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, Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

FPF-2: Breakdown of Costs by Activity

Airport	Activity	Number of Passengers (price in EUR net)				
		1	2-5	6-10	11-15	Additional passenger
Frankfurt (FRA)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					
Berlin (BER)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					
Munich (MUC)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					
Hamburg (HAM)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					

Dusseldorf (DUS)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					
Hannover (HAJ)	Cash Payment at the gate					
	Airport Assistance (from check-in until gate)					
	Airport Assistance + Cash Payment					

Please specify no-show and cancellation policy as well as potential surcharge for weekends and bank holidays.

Authorized Signature:

Name and Title of Signatory:

FPF-3: 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]

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

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

² Indicate unit cost and currency.

Authorized Signature:
Name and Title of Signatory:

Section IV – Terms of Reference

Terms of Reference Airport-based Assistancess and Payment Services on the basis of Long-Term Agreement (LTA)

Financial Assistancess within the Framework of the Assisted Voluntary Return Programmes from Germany

A. Background and General Considerations

1. Background

Established in 1951, IOM is the leading inter-governmental organization in the field of migration and works closely with governmental, intergovernmental and nongovernmental 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, peacebuilding 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 – REAG⁵ Programme. In 1989, the program was then complemented by the Government Assisted Repatriation Program – GARP⁶ 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

⁵ Reintegration and Emigration Program for Asylum-Seekers in Germany

⁶ Government Assisted Repatriation Program

States' ministries, who jointly finance the program. Co-funding by the European Return Fund for the Project "Nationwide financial assistance to voluntary returnees" has been requested since 2013.

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 program 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:

- Payment of travel costs (e.g. by plane or bus);
- Additional travel assistance;
- Initial start-up cash to beneficiaries of various countries of origin;

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 Foreigners' Offices in any German city or district, the welfare organizations, specialized NGOs, central information centres for voluntary return or directly from IOM.

B. Scope of Services, Expected Outputs and Performance Standards

2. Objective

IOM is hereby undertaking a solicitation of proposals from service providers who are interested to provide airport-based payment of financial assistances within the frame of Assisted Voluntary Return programmes from Germany. All management and administrative products, current and emerging, which assist in the support of this service, fall within the scope of the proposal. The successful proposer shall be contracted for this purpose for an initial period of one (1) year and renewable for additional one (1) year, upon satisfactory evaluation of performance.

3. Scope of Services and Expected Outputs

The successful Service Provider shall provide full, prompt and accurate cash payments to specified IOM beneficiaries.

As outlined in the programme description, beneficiaries will be paid financial grants at the following airports:

- Frankfurt am Main (FRA)
- Munich (MUN)
- Dusseldorf
- Hamburg
- Berlin (BER)
- Hannover (HAJ) - TBC

The total yearly amount of the financial assistances cannot be specified in advance. The following data from **2019** are provided as a reference guide (2019 selected as more indicative of volume than 2020 due to COVID related travel restrictions):

Approximate cash amount paid per month	625 000 €
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 to any financial assistance being 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 to 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 must be monitored individually. This includes movement and payments on weekends and public holidays, and it must 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 (Frankfurt/Main, Munich Dusseldorf, Hamburg and Berlin) 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.

* 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.

5. Additional services

* Support service for persons with special needs.

* When required, the supervision of persons with flight cancellations in the departure_area of the airport until the new departure date.

* In cooperation with the border police and IOM, provide any other general assistance required, especially in case of unexpected circumstances.

4. Performance Standards and Service Level Guarantee

The contracted Service Provider shall perform services and deliver products in accordance with the herein prescribed minimum performance standards set by the IOM:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Billing	Accuracy	Ability to generate billing statements without errors	<u>Zero-Error</u> or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	<u>Zero>Returns</u> for clarification/explanation
2. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
3. Service Quality	Accessibility	Ability to access or approach Service Provider	Telephone: 2 lines Emergency: 24 hours Email: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meetings with IOM Operations Management Team; Service Provider Performance Review once a year;
4. Problem Solving	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Clear line of escalation Manner of resolution: Satisfactory score

5. Airport Experts	Competence	Knowledge of destinations, airline practices, IOM programs and connections; Knowledge of IOM Travel Policies;	Highly proficient and at least 5-year experience in airport assistance services
6. Communications	Awareness Level of Travelers Needs	Services and policies are communicated to travelers; Travelers are well informed about matters that concern them;	Frequency of communications: As required for each individual case
7. Hours of Services	Readiness to do business	Service provider is available to perform its tasks	<ul style="list-style-type: none"> ▪ The Service Provider should provide airport services 24/7, if service is requested within the timeframe. The different working hours will be charged according to the fee table. ▪ Zero complaints concerning inability to reach Service Provider

C. Contractual and Institutional Arrangements

5. Contract Parameters

IOM envisages entering into an agreement with one selected Service Provider for the provision of airport cash payments. The initial period of the contract will be one year with the option to extend for one additional year, subject to a satisfactory performance evaluation.

For the services listed under sub-section B (Scope of Services, Expected Outputs and Performance Standards) of the Terms of Reference the selected Service Provider will charge the IOM on fixed transaction fee as detailed in Price Schedule Form of the present Request for Proposal. The level of the service fees shall remain fixed for the whole duration of the contract and shall apply per IOM case number.

6. Contract Management and Billing

The IOM shall, from time to time, evaluate and verify with other Service Providers and other industry indicators the comparability and competitiveness of the rates offered by the contracted company. The IOM reserves the right to terminate contract with the Service Provider at any time if the Service Provider charges IOM on higher rates than agreed or does not render minimum services described in this tendering document.

Billing and Invoice

The Service Provider must 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.

D. Qualifications of the Successful Service Provider

7. Qualification of the Successful Service Provider

The successful Service Provider which will be contracted to serve the needs of the IOM shall have the following minimum eligibility criteria:

- 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;

The successful Service Provider shall be required to devote personnel with the following minimum qualifications:

1. One Client Manager should be assigned to be responsible for overall payment management coordination with IOM. The Client Manager with adequate authority to make decisions for the timely resolution of problems;
2. At least two staff experts with a minimum 5 five years of practical experience in the management of airport services.

The nominated staff experts in the proposal must be the employee who will be responsible for the management of payment requests to IOM the entire period set for this contract. If the airport expert decided to terminate her/his services with the Service Provider, the latter must notify IOM one month in advance

The Service Provider shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

Section V. Pro-forma Contract

IOM office-specific Ref. No.:	RFP 04-2021
IOM Project Code:	
LEG Approval Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[name of the SP]
On
Provision of Airport-based Assurances and Payments

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with Airport-based Assurances and Payment services within the Framework of the Assisted Voluntary Return Programs from Germany in accordance with the terms and conditions of this Agreement and its Annexes, if any.

1.1 The following documents form an integral part of this Agreement:

- (a) Annex A – Terms of Reference
- (b) Annex B – Payment Schedule
- (c) Annex C – Accepted Notice of Award (NOA)
- (d) Annex D - IOM’s Data Protection Principles
- (e) Annex E – Template Invoice - StarthilfePlus and GARP payments

2. Services Supplied

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

Payment of Financial Assurances at the Airports within the Frame of the Assisted Voluntary Return Programmes from Germany as per the specifications outlined under **Annex A** and in accordance with the Pricing Schedule under **Annex B**.

The Service Provider shall provide the Services to all beneficiaries in complete impartiality, regardless of race, religion, nationality, political opinion or gender, without linking assistance, either directly or indirectly, to any religious or political or other persuasion.

The Service Provider will be available for assistance 24 [twenty-four, for services outside the specified service provider Business hours, the after-hours fee indicated in Article 3.1 shall apply.] hours a day. For Services outside the specified Service Provider Business hours, no additional service charge applies. After-hours assistance shall attend to Services that were not foreseen, and which will occur outside of regular business hours of the Service Provider.

- 2.2 For after hours' assistance, the response time will adjust according to the need. The Service Provider shall ensure that that the response is obtained promptly and that emergencies are resolved in a timely manner. An emergency contact (name, e-mail address and a phone line) will be provided to IOM in writing.
- 2.3 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.4 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.
- 2.5 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

3. Charges and Payments

- 3.1 The Service fee for the Services under this Agreement shall be equivalent to the rates indicated in the Price Catalogue (Annex B), based on the actual Services provided as per IOM's request.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services on a monthly basis. The invoice shall include all required supporting documents as per template invoice under Annex E.
- 3.3 Payments shall become due 30 (thirty) days after IOM's receipt and approval of the invoice. Payment shall be made in EUR by bank transfer to the following bank account:

Bank account name:

IBAN:

BIC:

- 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) 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 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:

Address:

Email:

[name of SP]

Attn:

Address:

Email:

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 unauthorised 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. Entry into Force; Amendments

- 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.