

**BIDDING DOCUMENTS**  
*(PROCUREMENT OF SERVICES)*

***REAG/GARP program***

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**SERVICES FOR**  
***Medical Escorts to Returnees***

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Prepared by



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

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*16.03.2018*

**REQUEST FOR PROPOSALS**  
**RFP NO. : 02/2018**

**Country:** Germany

**Project Name:** REAG/GARP program

**Project Budget Line:** RT.1405

**Title of Services:** Medical Escort Services to Returnees

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. Invitation Letter**



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

Neumeyerstraße 22-26 90411 Nuremberg, Germany

## Letter of Invitation

16.03.2018

The International Organization for Migration (hereinafter called IOM) intends to hire Service Providers for the Assisted Voluntary Return Program REAG/GARP 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:

Medical Escort to Returnees

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
- Section VII. IOM Data Protection Principles

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 *14:00h, 9 April 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 Service Providers.

Very truly yours,  
Lydia Schauer  
**BEAC Chairperson**

## **Section II. Instructions to Service Providers**

## **1. Introduction**

- 1.1 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 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 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 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 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 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 ten (10) 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 or German.
- 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 6 (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.
- d) 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-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 five (5) years.
- f) 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 3 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment. 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 (EUR).

- 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 assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

## **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.
- 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 fourteen (14) calendar days after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is seventy percent (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:	20
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	25
b) Work plan	20
c) Organization and staffing	15
Total points for criterion (ii):	60
(iii) Key professional staff qualifications and competence for the assignment:	20

The minimum technical score (St) required to pass is: seventy (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 Providers 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:

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

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 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 13.04.2018 Neumeyerstraße 22-26, 90411 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; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider.
- 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 01.05.2018.

## **14. Confidentiality**

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider 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

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of services]* 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**

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*[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**

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**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**

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**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**

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[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 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). 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.
- 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**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
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.

\_\_\_\_\_  
*[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 IV. Financial Proposal - Standard Forms**

## FPF-1: Financial Proposal Submission Form

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* 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, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## FPF– 2: Summary of Costs

Costs	Description	Amount(s) (all sums in EUR, net of local taxes)	Cancellation fee / conditions
Operational lump sum	Basic amount for logistics per each case <i>[explain here in detail if necessary]</i>		<i>[e.g. 50% within 3 days before departure date, 100% on departure date]</i>
Operational lump sum for multiple cases in one escort request	<i>[if applicable, discount on the Operational lump sum if more than one case is handled under one escort]</i>		
<b>Supervision during movement</b>			
<b>Physician</b>			
1 day escort, daily fee			
2 days escort, daily fee			
3 days escort, daily fee			
<b>Nurse or paramedic</b>			
1 day escort, daily fee			
2 days escort, daily fee			
3 days escort, daily fee			
<b>Medical team (Physician + Nurse or Paramedic)</b>			
1 day escort, daily fee			
2 days escort, daily fee			
3 days escort, daily fee			
<b>Social (non-medial) escort</b>			
1 day escort, daily fee			
2 days escort, daily fee			
3 days escort, daily fee			

Costs	Description	Amount(s) (all sums in EUR, net of local taxes)	Cancellation fee / conditions
<b>Additional services</b> <i>[add additional services as necessary to comply with Technical Proposal]</i>			
<b>Medical oxygen (provision of medical O2)</b>			
Short and middle routes	<i>[delete or extend breakdown as necessary]</i>		
Long routes (flight > 5 hours)			

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 <sup>1</sup>	Comments / requirements
1. Transfer costs for escort personnel	
2. Accommodation for escort personnel	<i>[example comment: 3-star hotel shall be reimbursed]</i>
3. Visa costs of escort personnel	
4. Fitness for travel examination	

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

Authorized Signature:  
Name and Title of Signatory:

## **Section V. Terms of Reference**

## **A. 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. It does so by providing services and advice to governments and migrants.

Germany has been a member of IOM since 1954, thus is one of the longest standing members. The official seat of IOM in Germany is in Berlin. There is a sub-office in Nuremberg, Brandenburg and a presence at the airport in Frankfurt am Main. In close cooperation with governmental and non-governmental partners IOM Germany implements national and international projects in the area of migration.

The main areas of activity in Germany are:

- Assisted Voluntary Return and Reintegration
- Third Country Migration
- Counter Trafficking
- Integration

This includes the REAG/GARP programme, return counselling centers, information on the countries of return and specific reintegration support.

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.

Within these terms of reference, IOM is looking for a service provider to cover all aspects of escorting returnees suffering from illness or disease under the programme REAG/GARP. For better understanding of the high IOM demands for medical escort services, in the following text the requirements will be explained in detail.

## **B. Description of the programme REAG/GARP and its needs for medical escorts**

### **1. General Programme Objectives**

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 – REAG Programme. In 1989, the program was then complemented by the Government Assisted Repatriation Program – GARP Programme, which was initiated as a supporting measure and financed by the Ministry of the Interior. Effective from 1<sup>st</sup> 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 (BMI) 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.

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.

## **2. Operational Context and Scope**

Migrants suffering from illness or disease may need medical assistance during the movement phase of their journey. Those with significant medical conditions, including patients in intensive/palliative care as well as unaccompanied minors, may need the assistance of a physician or nurse, defined as a medical escort (ME). The potential service provider is required to facilitate medical personnel for individual escort cases depending on the patient's diagnosis and current condition.

Medical escorts have a responsibility to provide the best possible care to the migrants under the existing circumstances. Escorts therefore need to have sound professional judgment and clinical skills commensurate with the range of clinical events that a specific medical case might entail. This requires familiarity with the conditions involved, expertise in the management of those conditions, an understanding of aviation medicine, and experience with emergency medicine.

Medical or nursing qualifications alone are not adequate criteria. The escort must be capable of managing the medical condition of the passenger during travel as well as dealing with any unexpected complications or emergencies that may arise during the journey. Escorts should be mature and balanced, with travel experience.

In addition to satisfactory medical knowledge, the candidate must possess valid visa or entry rights to the countries in question and be fluent in the English language to communicate with aircraft personnel and other persons involved in travel and in case of a medical emergency. Knowledge of additional languages relevant to the medical case and/or travel route is an asset. Where and if necessary, an adequate interpreter might be engaged.

Medical personnel working with IOM in the framework of voluntary assisted return must be able to effectuate a medical escort to all countries covered under the REAG/GARP program.

## **C. Description of requested services**

### **1. General responsibilities**

The overall scope of required responsibilities range from the preparation phase of a return of a patient with medical needs to the country of origin to the safe handover of the assigned passenger at the final destination point. In general, the expected duties are as follows:

- 1) Prior to departure meet and evaluate the patient to be escorted, check medical documentation and make necessary preparations for the assignment. If required, request clarifications as appropriate or decline the escort assignment if according to medical escort's professional opinion travel of the patient possesses a serious risk to his health or life.
- 2) Provide all necessary medical care and support of designated passenger(s) during the journey and accompany these persons to an agreed handover point.

- 3) Extend general in-flight and on-the-ground support to passengers travelling under the auspices of IOM as circumstances require.
- 4) Ensure that passengers with individual medication carry their prescriptions and supplies with them in their hand baggage.
- 5) Ensure that designated patients are handed over to a responsible entity and that unescorted onward travel connections are completely understood by the passenger, accompanying family members or continuing non-medical escorts, and partner agencies.
- 6) Not change or modify the transportation routing unless the patient's condition warrants such change. In such a case the medical escort is required to get in touch with the sending IOM Mission immediately in order to decide upon alternative routing. Should the sending mission not be reachable, the escort needs to contact the IOM Mission in the receiving country to report on the developments and enquire after travel possibilities to final destination.
- 7) Not take diversions, extensions to travel, leave or stopovers unless arranged and approved prior to travel and only after the handover of the assigned passenger at the agreed final destination point.
- 8) Accommodate any changes in routing or schedule imposed by the carrier.
- 9) Complete and submit the Migrant Handover Notification Form within one week after the completion of duty.
- 10) Comply with IOM's Data Protection Principles in relation to the processing of the personal data of the passenger(s).

Assigned REAG/GARP staff is responsible for coordinating special travel arrangements for returnees with health needs under the project. The assistance can be organized through communication with the attending physician or respective clinic and through monitoring the preparations by the air carrier.

## **2. Escort preparation**

The potential service provider (medical escort) is requested be involved in preparing the safe and appropriate travel conditions for returnees with medical conditions. The proposed activities during the preparation phase for individual escort cases are as follows:

- 1) Review the medical file and history of the patient(s) requiring escorting and, (where possible or if necessary) get in contact with the treating physician, who has diagnosed the patient;
- 2) Confirm that a completed MEDIF form has been submitted if required;
- 3) Review the itinerary, taking note of the duration, availability of special arrangements (e.g. oxygen) and IOM support in transit points;
- 4) Agree to comply with procedures relating to management and or transfer of the passenger in case of an unplanned change in the routing or destination;
- 5) Confirm passport validity;
- 6) Ensure valid entry/exit visas in the countries of transit and/or destination;
- 7) Guarantee adequate immunization status;
- 8) Provide a photocopy of medical license or registration;
- 9) Where appropriate, book hotel at port of entry (POE) or at final destination, taking into account appropriate handover schedule;
- 10) Read and understand IOM's SOP Guidelines on Medical Escort Services.

### **3. Pre-departure tasks**

During the immediate pre-departure phase, the assigned medical escort is required to:

- 1) Clinically evaluate the medical case, if possible together with the treating physician, and confirm that the patient remains fit for travel and that a requirement for a medical escort still exists.
  - a If the medical case is no longer fit for travel, the IOM Operational Staff (OPS) must be immediately notified and arrangements made for further medical care.
  - b If the medical status of the case has improved to the extent that an escort is no longer necessary, this should be discussed with the OPS.
- 2) Familiarize themselves with the medication and dosing regimen of the patient and confirm that the patient has an adequate supply of medication to cover the travel and initial period of at least 2 months (if applicable).

### **4. In-flight care**

Passengers with known medical conditions requiring escorting during flights have special needs that have to be addressed. In addition to that, the safety of cabin crew and other passengers need to be taken into account as well. Therefore, the assigned medical escort is responsible for the following tasks during flight:

- 1) Assist escorted passengers with embarkation and disembarkation.
- 2) Advise aircrew of all medical equipment used or intended to be used.
- 3) Remain in close proximity to persons in care and not travel in a different class or cabin.
- 4) Constantly monitor the condition of persons in care during travel. This relates not just to specific medical conditions but also to general health issues during flight related to reduced cabin pressure, low ambient humidity, and prolonged immobilization. Adequate hydration needs to be maintained, with alcohol and caffeine avoided.
- 5) Ensure that medications are taken as scheduled. Ensure that supplementary oxygen is properly delivered when required.
- 6) Monitor parameters such as blood pressure, pulse rate, and respiratory rate regularly for persons with cardiac or respiratory disease.
- 7) Bring any medical emergency or significant deterioration in a passenger's condition to the attention of airline cabin crew immediately.

### **5. Delay of Onward Travel due to Clinical Deterioration**

Should the medical condition of the escorted passenger clinically deteriorate, a safe and responsible onward journey needs to be assured. In such a situation, the medical escort is required to fulfil the following tasks:

- 1) Accompany the patient until the agreed point of transfer as defined prior to departure. The escort should be prepared to respond to conditions that may necessitate changes precipitated by clinical deterioration of a passenger's condition, or rerouting by the carrier.

- 2) Remain in proximity to the passenger as deterioration of the passenger's condition through medical complications or accident may require hospitalization, specialized intervention or interruption of the journey.
- 3) Liaise closely with personnel providing treatment as well as the responsible OPS involved in the transport. The escort should not leave the person in their care until there is an appropriate handover to the person or entity responsible.
- 4) Seek advice from the sending IOM mission, nearest MHD unit or MHD HQ. If that cannot be arranged, the escort, in coordination with their supervisor will have to make the final decision in the best interest of the escorted patient and the rest of the movement based on best judgment.

## **6. Arrival at Port of Entry (POE)**

Upon arrival at the port of entry in the destination country, the medical escort is expected to assist his assigned passenger with the following tasks and comply with subsequent requirements:

- 1) Report to IOM staff upon arrival if available at POE, who will assist in entry and immigration process in accordance with local customs, immigration, and security requirements. Escorts are subject to the same laws and requirements as any other arriving passenger, including random security checks.
- 2) For those continuing on domestic flights following arrival, patients and escorts may be transported to a local hotel for next day connections if same-day connections cannot be arranged and the client condition has remained stable. If the client condition is unstable or deteriorates at the point of transit, the escort should contact local IOM staff for advice on available health services and request their assistance in arranging access to these services (such as hospital admission, if necessary).
- 3) Ongoing health supervision and care of passengers and the provision of assistance for onward transportation.
- 4) Take responsibility for the safe custody of own baggage and that of their assigned passengers.

## **7. Handover**

Once the journey to the final destination is complete, the patient is to be handed over by the medical escort in compliance with the following procedure:

- 1) Handover escort case to the family, representatives of the sponsoring volunteer agency, medical personnel or IOM staff at final destination.
- 2) Obtain written evidence of the handover (Migrant Handover Notification Form).
- 3) Assist with medical handover appointments and provide details of the case to the prospective caregivers.
- 4) Should the ME not fly back the same day, they are responsible for the hotel booking before the travel starts. Escorts are not to contact NGOs or other voluntary agencies involved in resettlement to arrange their accommodation.

## **8. Ambulance flights and ground-based transport**

In case the patient is deemed to be unfit for travel by commercial flight, the Service Provider shall organize ground-based transport or ambulance flight to the final destination. Conditions and prices shall be negotiated on a case by case basis. The Bidder shall prove capacities to organize such travels in the Technical Proposal.

## **Section VI. Contract for Services**

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

**Service Agreement  
Between  
The International Organization for Migration  
And  
[Name of the Other Party]  
On  
Provision Of Medical Services**

**1. Introduction and Integral Documents**

The Service Provider agrees to provide IOM with the provision of examinations and / or treatments for beneficiaries for IOM beneficiaries referred to by IOM (“IOM beneficiaries”) 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:

Annex I: Price Schedule

Annex II: IOM’s Data Protection Principles

**2. Parties**

The Parties to this Agreement are the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as IOM, and **[Name of the Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party], 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.**”

**3. Services Supplied [example]**

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

- a) Performance of the medical Services to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);
- b) Ensure and verify the identity of beneficiary prior to the performance of the medical services by the Service Provider’s personnel. In case of doubt of identity switch, IOM must be notified immediately and medical service discontinued until further notice by IOM;
- c) Prepare a detailed final treatment report by qualified medical personnel upon completion of the treatment period and submit to IOM;

- 3.2 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall timely inform IOM of any further or other examination or treatment that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.
- 3.3 Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM's inspection licenses and certificates which indicates that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables.
- 3.4 Prior to performing any medical services, treatment or examination including prescribing medication, the Service Provider shall inform the beneficiary of any potential side effects or other relevant consequences. The beneficiary (or beneficiary's legal guardian in case of a minor) shall be able to reject examination, treatment or medication at any time. In the case of rejection of examination or treatment, the Service Provider shall first inform the beneficiary about medical consequence of not undertaking the proposed services, treatment or examination. If still rejected, the Service Provider shall inform IOM about the disruption of Services. Costs are only incurred as far as the requested treatment has been provided up to the point of rejection by the beneficiary.
- 3.5 In case of complications or side effects caused by acts or omissions of its personnel, the Service Provider shall be fully responsible to remedy the present medical conditions until the beneficiary has no existing medical condition resulting from the aforementioned conduct at no additional cost to IOM;
- 3.6 IOM has the right to request an update on progress of treatment and/or examination of any beneficiary at any time and the Service Provider shall issue the update within 1 (one) day of IOM's request.
- 3.7 All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider's facilities shall, at all times, observe the international standards of sterile technique in all samples handled.
- 3.8 All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles (Annex III). Communication of any information regarding the patient needs to be coded by the Beneficiary Reference Number as provided in the Beneficiary Medical Assistance Voucher Form (Annex II). IOM shall share a master list to link the beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any beneficiary must not be used in any other communication between the Parties.
- 3.9 IOM has no obligation to request any minimum amount of any services from the Service Provider. Nothing in this Agreement shall create an exclusive business relationship between the Parties.
- 3.10 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 3.11 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.

#### **4. Charges and Payments**

- 4.1 The all-inclusive Service fees for the required Services under this Agreement are specified in detail in the Price Schedule (Annex I), attached hereto and considered an integral part, which is the total charge to the IOM. Any changes to the Price Schedule need to be made in writing with the consent of both Parties in accordance with Article 21.2.
- 4.2 If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of the beneficiary. The price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services.
- 4.3 The Service Provider shall invoice IOM on a monthly basis. The invoice shall include: [dates of the service, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation *(add/delete as necessary)*]. The original of the IOM Beneficiary Medical Assistance Vouchers shall be attached to the submitted invoice.
- 4.4 Payments shall become due *[insert number of days]* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 4.5 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.
- 4.6 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.

#### **5. Warranties**

- 5.1 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 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 or will be offered by 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 procuring 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(s) specified in Annex I 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.

5.2 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.

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

**6. 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 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.

## **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. Dispute resolution**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

## **9. Delays/Non-Performance**

- 9.1 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.
- 9.2 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.

## 10. 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 (Annex III) 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.

## 11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

**International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Service Provider]**

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

[Service Provider's address]

Email: [Service Provider's email address]

## 12. 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.

## 13. 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.

## 14. Guarantee and Indemnities

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

14.2 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.

#### **15. Status of IOM**

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

#### **16. Assignment and Subcontracting**

16.1 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.

16.2 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.

#### **17. 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.

#### **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. Termination**

- 20.1 IOM may terminate this Agreement at any time, in whole or in part.
- 20.2 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 days from the date of termination.
- 20.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

**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 20.
- 21.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English, on (date) at (place)

*For and on behalf of*  
The International Organization  
for Migration

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

Signature

Signature

\_\_\_\_\_  
Name  
Position  
Date  
Place

\_\_\_\_\_  
Name  
Position  
Date  
Place

## **Section VII. IOM Data Protection Principles**

## **1. LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

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## **2. SPECIFIED AND LEGITIMATE PURPOSE**

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

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## **3. DATA QUALITY**

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

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## **4. CONSENT**

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

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## **5. TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

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## **6. CONFIDENTIALITY**

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

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## **7. ACCESS AND TRANSPARENCY**

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

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## **8. DATA SECURITY**

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

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## **9. RETENTION OF PERSONAL DATA**

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

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## **10. APPLICATION OF THE PRINCIPLES**

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending inter alia on the sensitivity of the personal data. These principles shall not apply to non-personal data.

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## **11. OWNERSHIP OF PERSONAL DATA**

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

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## **12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

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## **13. EXCEPTIONS**

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

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## **GLOSSARY**

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

*Inter alia* (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.