

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

“MITIGATING THE SOCIOECONOMIC EFFECTS OF THE COVID-19 PANDEMIC ON
MIGRANTS AND COMMUNITIES IN CENTRAL ASIA AND THE RUSSIAN FEDERATION”

SERVICES FOR

DATA COLLECTION & IMPLEMENTATION OF INTERVENTION TO ASSESS ATTITUDES
& BEHAVIOUR RELATING TO DIGITAL FINANCIAL SERVICES
(KAP DATA COLLECTOR(S)) - TAJIKISTAN

Prepared by



International Organization for Migration (IOM)
The UN Migration Agency

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REQUEST FOR PROPOSALS

RFP No.: 4200033935 KAP

Mission: IOM Tajikistan

Project Name: “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation”

WBS: CD.0046.TJ10.N1.07.001

Title of Services: Data Collection & Implementation of Intervention to Assess Attitudes & Behaviour Relating to Digital Financial Services
(KAP Data Collector(s)) - TAJIKISTAN



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

Request for Proposals

The International Organization for Migration (hereinafter called IOM) intends to contract a Service Provider for conducting Data Collection & Implementation of Intervention to Assess Attitudes & Behaviour Relating to Digital Financial Services (KAP Data Collector(s)) - TAJIKISTAN under the project “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation”, financed by Swiss Agency for Development and Cooperation for which this Request for Proposals (RFP) is issued.

IOM hereby invites Service Providers to provide their Technical and Financial Proposal for the following Services: Data Collection for Survey on Knowledge, Attitude and Practices of Central Asian migrants and their families on remittance sending, receiving and investing behavior (KAP Data Collector(s)) - TAJIKISTAN. More details on the Services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal Standard Forms
- Section III. Financial Proposal Standard Forms
- Section IV. Terms of Reference
- Section VII. Standard Form of Contract

The Proposals must be delivered by hand or through mail to IOM with office address at IOM Tajikistan, 22a Azizbekov, 2nd Driveway, 734013, Dushanbe, Republic of Tajikistan, as well as submitted via email to procurement.tj@iom.int on or before **02 March 2021, 17:00 hours local time**. 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.

Cristina Tranca
Chief of Mission

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 Agreement 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 and to attend a pre-bidding conference if is specified in Item 4.3. of this Instruction.
- 1.3 The Service Providers costs of preparing the Proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.

2. Corrupt, Fraudulent, and Coercive Practices

- 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 Procuring/Contracting 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 posted at www.iom.tj and made available to all Service Providers who have received RFP documents for this bidding.
- 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 3 (three) working 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 received RFP documents and posted at www.iom.int without identifying the source of the inquiry.
- 4.3 A pre-bidding conference will not be conducted due to COVID-19 pandemic.

5. Preparation of the Proposal

- 5.1 Service Providers 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 Providers 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) If Service Providers deem that they do not have all the expertise for the assignment, they may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants 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) It is desirable that the majority of the key professional staff proposed is permanent employees of the Service Provider or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least 3 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 6 (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 Service Provider's involvement. It is also essential to provide information which enable to evaluate reliability of the company against the required Services.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3), 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 company and degree of responsibility held in various assignments during the last 3 years.
- e) A time schedule showing the time proposed to undertake the activities indicated in the work plan (TPF-6).
- 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, the 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 4 (Section III).

7.2 The Financial Proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-3) and (ii) reimbursable expenses (FPF-4). Costs shall be reviewed by IOM and negotiated with the Service Provider, if deemed necessary by IOM. 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. Taxes related to staff of the Service Provider should be included in the Financial Proposal, i.e. staff remuneration rates should be inclusive of taxes. However, VAT should not be included in the

Financial Proposal.

- 7.4 Service Providers shall express the price of their Services in Tajik Somoni.
- 7.5 The Financial Proposal shall be valid for forty-five (45) calendar days. During this period, the Service Providers are 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 Providers have 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 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 21 (twenty-one) calendar days after the

deadline for receipt of Proposals.

- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point 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 important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 70% (seventy per cent).
- 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:	30
Total points for criterion (i):	30
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	20
b) Work plan	10
c) Organization and staffing	10
Total points for criterion (ii):	40
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	20
b) Data Collectors	10
Total points for criterion (iii):	30

The minimum technical score 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 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. 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 weights (T = the weight given to the Technical Proposal = 0.60; F = the weight given to the Financial Proposal = 0.40; T + F = 1)

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

The Service Provider 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 10 March 2021, IOM Dushanbe Office.
- 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 Providers; 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 Providers; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 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. If deemed necessary by IOM, the financial negotiations may involve the remuneration rates for staff and other proposed unit rates.
- 12.4 Having selected the Service Providers 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 Providers 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 10 March 2021 and complete by 25 April 2021.

14. Confidentiality

- 14.1 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: Ms. Cristina Tranca
Chief of Mission
22A, Azizbekov Street, 2nd Driveway, Dushanbe, Tajikistan

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for conducting “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation” in accordance with your Request for Proposal (RFP) dated 23 February 2021 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 the Service Provider:

Address:

TPF – 2: Service Providers Organization (Company Profile)

[Provide here brief (two-three 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 not exceed 3 pages, not including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

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
(The template of the Service Provider may also be used)

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: _____

TPF-6: Activity (Work) Schedule*

Situation Analysis and Other Activities														
No.	Activities	<i>Duration</i>												Total Number of Days/Weeks
		1	2	3	4	5	6	7	8	9	10	11	12	
1														
2														
3														
4														
5														

**The Service Provider may use its template to outline schedule of the Services*

Section III – Financial Proposal Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: Ms. Cristina Tranca, 734013, 22A Azizbekov Street, 2nd Driveway, Dushanbe, Tajikistan

Ladies/Gentlemen:

We, the undersigned, offer to provide Services for conducting “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation” in accordance with your Request for Proposal (RFP) dated 23 February 2021 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of the local taxes, as indicated in Clause 7.3 of this RFP.

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 the Service Provider:

Address:

FPF- 2: Summary of Costs

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Remuneration per Activity

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

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

¹ Short description of the activities whose cost breakdown is provided in this Form.

FPF-4: 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 IOM]

Description	Unit	Unit Cost in TJS
1. Subsistence Allowance		
2. Rent of equipment, instruments, materials, supplies, etc.		
3. Venue rent, clerical assistance		
4. Bank charges		

NB: budget lines in the above table is only an example. The Service Providers should/may add or remove lines as deemed necessary.

IOM will not support purchasing tablets, smartphones or any other IT equipment and Office furniture under this RFP Please indicate budget articles which are not allowable under this RFP.

Authorized Signature:
Name and Title of Signatory:

Section IV – Terms of Reference

Surveying companies on Data Collection & Implementation of Intervention to Assess Attitudes & Behaviour Relating to Digital Financial Services

(KAP Data Collector(s)) –TAJIKISTAN

1. INTRODUCTION

In August 2020, IOM missions in Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan started implementation of the regional project “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation”.

The **project’s objective** is to mitigate the socioeconomic effects of the COVID-19 pandemic on migrants and communities and help governments of the Central Asian states and the Russian Federation address operational challenges of migration management in the current global health crisis.

Beneficiaries: Governments of Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan, civil society organizations, labour migrants, returnees, vulnerable migrants and communities of origin and destination.

The 10-month project will work towards the achievement of the following Outcomes (in line with the strategic priorities of *the Regional Appeal: IOM Central Asia and the Russian Federation Strategic Preparedness and Response Plan*).

Outcome 1: *Governments of Central Asia and the Russian Federation implement targeted and evidence-based responses to the COVID-19 impacts on migrants and returnees*

Outcome 2: *Protection and assistance needs of migrants are mitigated and addressed*

Outcome 3: *Central Asian and Russian policy-makers adapt their policies towards more financial inclusion through enhanced remittance digitalization*

2. THE NATURE OF THE CONSULTANCY

Following up on a survey conducted in the first quarter of 2021 assessing Knowledge, Attitude and Practices (KAP) of CA migrants and their families on remittance sending, receiving and investing behavior, this consultancy will implement an intervention as well as pre- and post- surveys of intervention participants in order to assess the intervention’s impact on participants’ behaviors and attitudes towards digital financial services.

Objective: Collection of KAP data and evaluation of impact of communications intervention within the *Outcome 3: Central Asian and Russian policy-makers adapt their policies towards more financial inclusion through enhanced remittance digitalization* of the regional project “Mitigating the Socioeconomic Effects of the COVID-19 Pandemic on Migrants and Communities in Central Asia and the Russian Federation”.

Target: Improved understanding of effect of mobile messaging on the behaviours and attitudes of remittance recipients relating to digital financial tools.

The team of international researchers (henceforth, the research team) will develop the pre- and post-survey questionnaires, design the intervention, and provide field protocol and data collection protocol, process the data collected by KAP Data Collector(s), and develop the report.

3. TASKS TO BE PERFORMED

- A) Participate in training on administration of pre- and post- survey questionnaires and implementation of the intervention as per the field protocol and data collection protocols as provided by the research team in collaboration with IOM.
- B) Provide the research team with training reports for their review and approval.
- C) Identify individuals from the initial survey to participate in this follow up survey and intervention according to the criteria provided by the international research team.
- D) Conduct pre-intervention survey interviews with a total of **180 respondents living in Tajikistan** (i.e. remittance recipients who participated in the first survey listed above) to collect first-hand information about the attitudes and practices related to remittances and financial decision-making.
- E) Implement the transfer of a first payment of a specified amount (to be determined by the research team) to the survey respondent using one of three methods (via MTA, to bank account, or in a mobile wallet) according to the preference of the respondent as identified in the *pre*-intervention survey.
- F) Randomly split respondents into two even groups (90/90) one assigned as the intervention group and the other as the control group.
- G) Via mobile phone, transfer different communications to the control group and the intervention group as per the instructions of the research team and in close consultation with IOM and the research team.
- H) Conduct post-intervention survey interviews with all participants who completed the pre-intervention survey interviews.
- I) Transfer a second payment of a specified amount (to be determined by the research team) to the survey respondent using one of three methods (via MTO, to bank account, or in a mobile wallet) according to the preference of the respondent as identified in the *post*-intervention survey.
- J) Interviews shall be conducted in the respondents' native language via mobile phone.
- K) Follow protocols on data collection and respect schedule of reporting requirements as per field guide provided by the research team.
- L) Using a software that can check for ranges and consistency of data and generate reports indicating missing data, data outside of the accepted ranges, inconsistent answers, and the response rate. A code book should be submitted together with a cleaned dataset. A codebook should describe the data in detail.
- M) Share a draft outline for the statistical abstract once half the data entry is completed and the contents of the report agreed upon with the research team.
- N) Provide electronic datasets in both STATA and ASCII format. Datasets need to be complete and labeled with both variable names and value labels (to be included in the code book).
- O) Deliver high-quality cleaned data: identifying and documenting missing data (incomplete information), eliminating redundant data observations (if data from the same survey was entered more than once), ensuring that all components of data are correctly identified so as to ensure that data sets can be cleanly merged, ensuring that data reflects total sample size.
- P) Provide the research team with a report on data entry and cleaning and any issues encountered
- Q) Respond to follow-up calls from the research team regarding missing data, required further explanations, in case needed.
- R) Know and follow ethical standards and do-no-harm principles during interviews.
- S) Inform IOM of any problems arising from the data collection process, in a timely manner.

4. TANGIBLE AND MEASURABLE OUTPUTS OF THE ASSIGNMENT

- a) Total respondents interviewed twice each (pre- and post- intervention) as per below:
 - Tajik remittance recipients: 180

- b) Communications message (the intervention) delivered to all interviewees (separate communications for intervention and control groups) via mobile phone
- c) Funds transferred to interviewees according to stated preferred method
- d) Appropriate questionnaires (pre- and post- intervention) duly completed and data collected, entered and archived.
- e) Collected data cleaned and submitted to the research team
- f) Report on data entry and cleaning and any issues encountered

5. REALISTIC DELIVERY SCHEDULE

- a) Preparatory: receive questionnaire in respective language and orientation briefing (training) from the international researchers – no later than 12 March 2021.
- b) Field Phase: Complete pre-intervention survey interviews, transfer funds to interviewees and, randomly assign interviewees into intervention and control groups: 15 – 20 March 2021.
- c) Field Phase: Deliver communications message (the intervention) to all interviewees in the intervention and control groups: 26 – 31 March 2021.
- d) Field Phase: Complete post-intervention survey interviews and transfer funds to interviewees: 4 April – 8 April 2021.
- e) Data entry and cleaning: April 10-15 2021.
- f) Delivery of cleaned data and the final field report in English: 25 April 2021.

6. REMUNERATION AND TERMS OF PAYMENT

The Service Provider will receive an all-inclusive fee, which will be paid to the bank account indicated by the Service Provider in the following instalments:

- The first instalment in the amount of 30% of the all-inclusive fee shall be paid after participation in training on data collection and submission of required training reports
- The second instalment in the amount of 45% of the consultancy fee shall be paid upon delivery of cleaned data.
- And the third and final instalment in the amount of 25% of the fee shall be paid upon finalization of the analysis of data provided to the international researchers and IOM.

7. QUALIFICATION REQUIREMENTS

The survey research shall be undertaken by a reputable Social Survey Company.

Qualifications:

- Knowledgeable in survey design and particularly in survey field operations/software
- Involvement in similar and/or relevant consulting or professional services of complexity and technical specialty comparable to the job under consideration
- Recognized for competence in statistics
- Well-versed in the management of data collection

Minimum requirements:

- At least three (3) years of experience in survey research dealing with migrants, particularly in field operations that can implement a survey project covering at least 1,000 respondents
- Must have been engaged in managing/administering similar and/or relevant professional and consulting services or data generation with at least three (3) Certificates of Satisfactory Service from completed projects
- Ability to conduct interviews for the survey in relevant languages (Tajik)

Competencies, skills and other requirements:

- a. Strong data analytical, writing and communication skills;
- b. Knowledge of ethical interviewing norms, in particular with the migrant population;
- c. Strong knowledge of remittances trends in the country;
- d. Familiarity with IOM's mandate;
- e. Excellent knowledge of Tajik language and good knowledge of English would be an advantage;
- f. Availability for the envisaged period and high mobility and flexibility.

ТЕХНИЧЕСКОЕ ЗАДАНИЕ

Для исследовательских компаний по сбору данных и реализации пилотной интервенции для оценки отношения и поведения респондентов касательно цифровых финансовых услуг Таджикистан

1. ВВЕДЕНИЕ

В августе 2020 года миссии MOM в Казахстане, Кыргызстане, Российской Федерации, Таджикистане, Туркменистане и Узбекистане начали реализацию регионального проекта «Смягчение социально-экономических последствий пандемии COVID-19 для мигрантов и сообществ в Центральной Азии и Российской Федерации», финансируемого Швейцарским управлением по развитию и сотрудничеству (SDC).

Цель проекта: смягчить социально-экономические последствия пандемии COVID-19 для мигрантов и сообществ и содействовать правительствам государств Центральной Азии и Российской Федерации в решении оперативных проблем управления миграцией в условиях текущего глобального кризиса в области здравоохранения. Бенефициары проекта: Правительства Казахстана, Кыргызстана, Российской Федерации, Таджикистана, Туркменистана и Узбекистана, организации гражданского общества, трудящиеся мигранты, вернувшиеся мигранты, уязвимые мигранты и сообщества.

Проект разработан в соответствии с Региональным обращением MOM: Стратегический план по обеспечению готовности и реагирования MOM в Центральной Азии и Российской Федерации и способствует достижению общей цели: Глобального стратегического плана по обеспечению готовности и реагирования MOM на пандемию COVID-19, связанной с прекращением дальнейшей передачи COVID-19 и смягчением последствий эпидемии, в том числе социальных и экономических. В соответствии с Глобальным стратегическим планом по обеспечению готовности и реагирования на COVID-19, MOM содействует правительствам и партнерам в понимании тенденций мобильности населения и процесса усиления системы общественного здравоохранения, направленном на минимизацию разрушительных для общества и экономики последствий. 10-месячный проект будет направлен на достижение следующих результатов (в соответствии со стратегическими приоритетами Регионального обращения MOM: Стратегического плана по обеспечению готовности и реагирования MOM в Центральной Азии и Российской Федерации).

Результат 1: Правительства Центральной Азии и Российской Федерации осуществляют целенаправленные и основанные на фактах меры реагирования на последствия воздействия COVID-19 для (возвращающихся) мигрантов.

Результат 2: Реагирование на потребности мигрантов в защите и помощи.

Результат 3: Соответствующие органы в Центральной Азии и Российской Федерации адаптируют свою политику с целью расширения доступа к финансовым услугам посредством большей цифровизации денежных переводов.

2. ОСНОВНАЯ ЦЕЛЬ

В продолжение опроса, проведенного в первом квартале 2021 года с оценкой знаний, отношения и практики (КАР) мигрантов ЦА и их семей о поведении, связанном с отправкой, получением и инвестированием денежных переводов, данная пилотная интервенция будет заключаться в предварительном и последующем опросе участников интервенции, чтобы оценить влияние на поведение участников и отношение к цифровым финансовым услугам.

Цель: Сбор данных КАР и оценка воздействия в рамках задачи 3 проекта: Соответствующие органы в Центральной Азии и Российской Федерации адаптируют свою политику с целью расширения доступа к финансовым услугам посредством большей цифровизации денежных переводов.

Цель: Улучшение понимания влияния мобильных сообщений (СМС) на поведение и отношение получателей денежных переводов к цифровым финансовым инструментам. Команда международных исследователей (далее исследовательская группа) разработает анкеты для пре- и пост-опроса, разработает пилотную интервенцию и предоставит полевой протокол и протокол для сбора данных, обработает данные, собранные KAP Data Collector (s), и разработает отчет.

3. ЗАДАЧИ

- A) Участие в обучении по администрированию анкеты для пре- и пост-опроса, и реализации пилотной интервенции в соответствии с полевым протоколом и протоколами сбора данных, предоставленными исследовательской группой в сотрудничестве с МОМ.
- B) Предоставить исследовательской группе отчеты об обучении для их рассмотрения и утверждения.
- C) Определить лиц из пре-опроса для участия в пост-опросе и в пилотной интервенции в соответствии с критериями, предоставленными международной исследовательской группой.
- D) Проведение пре-опроса с 180 респондентами, проживающими в Таджикистане (т.е. получателями денежных переводов, которые участвовали в упомянутом выше обследовании, для сбора из первых рук информации об отношении и практике, связанных с денежными переводами и принятием финансовых решений.
- E) Осуществить перевод первой выплаты соответствующей суммы (которая будет определена исследовательской группой) респонденту опроса с использованием одного из трех методов (через МТА (оператор денежных переводов), на банковский счет или в мобильный кошелек) в соответствии с предпочтением респондента, определенным в пре-опросе.
- F) Случайное разделение респондентов на две четные группы (90/90), одна из которых назначена в качестве группы для пилота, а другая - в качестве контрольной группы.
- G) По мобильному телефону передавать различные сообщения контрольной группе и пилотной группе в соответствии с инструкциями исследовательской группы и в тесной консультации с МОМ и исследовательской группой.
- H) Проведение пост-опроса после пилота со всеми участниками, которые прошли пре-опрос.
- I) Перевести вторую выплату соответствующей суммы (которая будет определена исследовательской группой) респонденту опроса с помощью одного из трех методов (через МТО, на банковский счет или в мобильный кошелек) в соответствии с предпочтением респондента, определенным в пост-опросе.
- J) Собеседования проводятся на родном языке респондентов по мобильному телефону.
- K) Соблюдать протоколы по сбору данных и соблюдать график отчетности согласно полемому руководству, предоставленному исследовательской группой.
- L) Использование программного обеспечения, которое может проверять диапазоны и непротиворечивость данных и создавать отчеты, указывающие отсутствующие данные, данные за пределами принятых диапазонов, противоречивые ответы и частоту ответов. Кодовая книга должна быть представлена вместе с очищенным набором данных. Кодовая книга должна подробно описывать данные.
- M) Предоставить проект плана статистического абстракта после завершения половины ввода данных и согласования содержания отчета с исследовательской группой.
- N) Предоставление электронных наборов данных в формате STATA и ASCII. Наборы данных должны быть заполнены и помечены как именами переменных, так и метками значений (должны быть включены в кодовую книгу).
- O) Предоставление высококачественных очищенных данных: выявление и документирование недостающих данных (неполная информация), исключение избыточных данных наблюдений (если данные одного и того же опроса были введены несколько раз), обеспечение

правильной идентификации всех компонентов данных для обеспечения возможности чистого объединения наборов данных, обеспечение того, чтобы данные отражали общий размер выборки.

- P) Предоставить исследовательской группе отчет о вводе и очистке данных и любых возникших проблемах
- Q) Ответить на последующие звонки от исследовательской группы относительно отсутствующих данных, требующих дальнейших объяснений, в случае необходимости.
- R) Знайте и соблюдайте этические стандарты и принципы «не причиняйте вреда» во время интервью.
- S) Сообщить MOM о любых проблемах, являющихся результатом процесса сбора данных, своевременно.

4. РЕЗУЛЬТАТЫ

- a) Общее число респондентов, опрошенных дважды (до и после вмешательства), как указано ниже:
 - Таджикиские получатели денежных переводов: 180 человек
- b) Пилотная интервенция - коммуникационное сообщение (смс), доставленное всем опрашиваемым (отдельные сообщения для групп вмешательства и контроля) по мобильному телефону
- c) Средства, переведенные опрошенным лицам в соответствии с указанным предпочтительным методом
- d) Соответствующие вопросники (до и после интервенции), должным образом заполненные и собранные, введенные и заархивированные данные.
- e) Собранные данные очищены и переданы исследовательской группе
- f) Отчет о вводе и очистке данных и любых возникших проблемах

5. ГРАФИК РАБОТ

- a) Подготовка: получение анкеты на соответствующем языке и ознакомительный инструктаж (обучение) от международных исследователей - не позднее 12 марта 2021 года.
- b) Полевой этап: Завершение предварительных опросов, передача финансовых средств интервьюируемым и случайное назначение интервьюируемых в группы интервенции и контроля: 15 - 20 марта 2021 года.
- c) Полевой этап: Доставка сообщения (смс) всем опрошенным в группах вмешательства и контроля: 26 - 31 марта 2021 года.
- d) Полевой этап: завершение пост- опроса и перевод средств интервьюируемым: 4 - 2 апреля 2021 года.
- e) Ввод и очистка данных: 10-15 апреля 2021 года.
- f) Предоставление очищенных данных и финальный отчет на английском языке : 25 апреля 2021.

8. УСЛОВИЯ ОПЛАТЫ

Поставщик услуг получает комиссию «все включено», которая будет уплачиваться на банковский счет, указанный Поставщиком услуг, следующими частями:

- Первый транш в размере 30% от платы «все включено» выплачивается после участия в тренинге по сбору данных и представлению необходимых отчетов по обучению
- Второй транш в размере 45% от платы за консультационные услуги выплачивается при доставке очищенных данных

- Третий и последний транш в размере 25% от сбора выплачивается после завершения анализа данных, предоставленных международным исследователям и МОМ

9. КВАЛИФИКАЦИОННЫЕ ТРЕБОВАНИЯ

Исследование проводится авторитетной исследовательской компанией.

Квалификация:

- а. Большой опыт в дизайне социальных опросов и проведении полевых исследований /программном обеспечении
- б. Участие в аналогичных и/или соответствующих консультационных или профессиональных услугах, сложности и технической специализации, сопоставимых с рассматриваемой работой
- с. Компетентность в области статистики
- д. Опыт в управлении сбором данных

Минимальные требования:

- Минимум 3 года опыта опросов, исследований, касающихся мигрантов, особенно в полевых опросах, охватывающих по крайней мере 1000 респондентов
- Опыт управления /администрирования аналогичных и/или соответствующих профессиональных и консультационных услуг или генерированием данных, по крайней мере, с тремя (3) положительными отзывами
- Возможность проведения интервью для опроса на соответствующих языках (таджикском)

Компетенции, навыки и другие требования:

- а. сильные навыки в области анализа данных, письменной и коммуникационной работы;
- б. знание этических норм проведения собеседований, в частности с мигрантами;
- с. глубокое знание тенденций в области денежных переводов в стране;
- д. знакомство с мандатом МОМ;
- е. Превосходное знание кыргызского и хорошее знание английского языка были бы преимуществом;
- ф. Возможность проводить исследование в предусмотренный период и высокая мобильность и гибкость.

Section V – Pro-forma Contract (A)

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 Service Provider]
On
[Type of Services]

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

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

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

2. Services Supplied

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

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. Charges and Payments

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

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 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 destroy, 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider 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/Non-Performance

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

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name 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. 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

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

14. Status of IOM

Nothing in 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 terminate or suspend this Agreement at any time, in whole or in part.

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

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

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. Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place