

**REQUEST FOR PROPOSALS**  
(PROCUREMENT OF SERVICES)

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**SERVICES FOR**  
**DATA COLLECTION IN SUDAN ON MIGRANTS ALONG THE**  
**NORTHERN CORRIDOR UNDER THE EU-IOM JOINT**  
**INITIATIVE FOR MIGRANT PROTECTION AND**  
**REINTEGRATION (HORN OF AFRICA REGION)**

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**Prepared by**



International Organization for Migration (IOM)  
The UN Migration Agency

IOM Nairobi - Regional Office for East and Horn of Africa

**13 July 2022**

**REQUEST FOR PROPOSALS**  
**RFP No. RFP RO22-005**

**Mission: IOM Nairobi - Regional Office for East and Horn of Africa**

**Project Name:**  
**EU-IOM Joint Initiative Programme for Migrant Protection and Reintegration (Horn of Africa region)**

**Title of Services:**  
**CONDUCTION OF THE DATA COLLECTION IN SUDAN ON MIGRANTS ALONG THE NORTHERN CORRIDOR UNDER THE EU-IOM JOINT INITIATIVE PROGRAMME IN THE HoA REGION**

## Request for Proposals (RfP)

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider(s) for **data collection in Sudan on migrants along the Northern Corridor conducted under the EU-IOM Joint Initiative for Migrant Protection and Reintegration in the Horn of Africa region**, for which this Request for Proposals (RFP) is issued.

IOM seeks for Service Provider(s) / Consulting Firm(s) to provide Technical and Financial Proposals. More details on the services are provided in the attached Terms of Reference (ToR).

The Service Provider(s) / Consulting Firm(s) will be selected under a Quality–Cost Based Selection procedure described in this RfP.

The RfP includes the following documents:

- Section I. Instructions to Service Provider(s) / Consulting Firm(s)
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The proposals must be submitted by email to [RONairobiProcurement@iom.int](mailto:RONairobiProcurement@iom.int) on or **before the 12<sup>th</sup> of August 2022 at exactly 23:59 hours Kenya 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 Provider(s) / Consulting Firm(s).

**The Service Provider(s) / Consulting Firm(s) receiving this RfP shall treat the information herein contained as confidential.** No part of this document nor any of its annexes and attachments shall be shared to parties not involved in the elaboration of proposals or made publicly available without the explicit consent of IOM. Breaches to this confidentiality clause will result in the disqualification of the Service Provider(s) / Consulting Firm(s) involved.

*[Bids Evaluation and Awards Committee](#)  
IOM Nairobi - Regional Office for East and Horn of Africa*

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

## Table of Contents

<b>Section I. Instructions to Service Providers/ Consulting Firms.....</b>	<b>5</b>
<b>Section II. Technical Proposal Standard Forms .....</b>	<b>17</b>
<b>Section III. Financial Proposal - Standard Forms.....</b>	<b>24</b>
<b>Section IV. Terms of Reference .....</b>	<b>26</b>
<b>Section V. Pro-forma Contract.....</b>	<b>29</b>

## **Section I - Instructions to Service Provider(s) / Consulting Firm(s)**

### **1. Introduction**

- 1.1 Only eligible Service Provider(s) / Consulting Firm(s) may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Provider(s) / Consulting Firm(s) should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Provider(s) / Consulting Firm(s) are encouraged to request a pre-proposal consultation with IOM as specified in Item 4.3. of this Instruction.
- 1.3 The Service Provider(s) / Consulting Firm(s) 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(s) / Consulting Firm(s) 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(s) / Consulting Firm(s).
- 1.6 IOM shall provide at no cost to the Service Provider(s) / Consulting Firm(s) 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.

### **2. Corrupt, Fraudulent, and Coercive Practices**

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

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

### 3. Conflict of Interest

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

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

### 4. Clarifications and Amendments to RfP Documents

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

4.2. Service Providers / Consulting Firms may request for clarification(s) on any part of the RfP. The request must be sent by standard electronic means **by the 26 of July 2022 at exactly 17:00 hours Kenya time**. IOM will hold a **Pre Bid Conference call on 27 July 2022 at 11:00rs Nairobi time** to discuss and respond 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. **To register for the call, kindly access the below [link](#).**

### 5. Preparation of the Proposal

- 5.1 A Service Provider / Consulting Firm 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 Provider(s) / Consulting Firm(s) and IOM, shall be in *English*. All reports prepared by the contracted Service Provider(s) / Consulting Firm(s) shall be in *English*.
- 5.3 The Service Provider(s) / Consulting Firm(s) 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 / Consulting Firms must give particular attention to the following:
- a) If a Service Provider / Consulting Firm 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 consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers / Consulting Firms 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) 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 TPF 6 (Section III).
- a) A brief description of the Service Provider(s) / Consulting Firm(s) organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
  - b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages

including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7).

- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five (5) years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working in locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake the activities indicated in the work plan (TPF-7).
- g) 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, consultants 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 2 (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 / Consulting Firm may be subject to local taxes on amounts payable under the Contract. 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 / Consulting Firms shall express the price of their services in *Euros (EUR)*.
- 7.5 The Financial Proposal shall be valid for *30 calendar days*. During this period, the Service Provider / Consulting Firm 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 / Consulting Firm has the right not to extend the validity of the proposals.

## **8. Submission, Receipt, and Opening of Proposals**

- 8.1 Service Providers / Consulting Firms may only submit one proposal. If a Service Provider / Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Proposals (both Technical and Financial Proposals) shall be submitted by email to: [RONairobiProcurement@iom.int](mailto:RONairobiProcurement@iom.int)
- 8.3 Proposals must be received by IOM at the date and time indicated in the invitation to submit proposal. Any Proposal submitted by the Service Provider / Consulting Firm 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.

## **9. Evaluation of Proposals**

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers / Consulting Firms 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 / Consulting Firms 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 / Consulting Firms 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 *ten (20) 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 with 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 important aspects of the ToR or if it fails to achieve the minimum technical qualifying score which is *sixty-five (65)*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

Criteria	Score	
<b>1. Specific experience of the Service Providers relevant to the assignment and capacity to operate in research areas: [Max 35 points]</b>		
1) Similar experience in terms of the scope, cost and subject matter (i.e. conduction of data collection with mixed-method methodologies in remote areas of East Africa, preferably in Sudan) carried out on behalf of governmental entities, international organisations or INGOs.	<b>5 or more</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	25
	<b>3 or 4</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	15
	<b>1 or 2</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	7
	<b>No</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	0
2) Capacity to conduct fieldwork in designated research areas (Sudan).	<b>Very good</b> capacity to effectively conduct fieldwork research in the designated research areas.	10
	<b>Fair</b> capacity to effectively conduct fieldwork research in the designated research areas.	5
	<b>Poor or insufficient</b> capacity to capacity to effectively conduct fieldwork research in the designated research areas.	0

Criteria	Score	
<b>2. Adequacy of the proposed approach and operational plans in response to the Terms of Reference: [Max 40 points]</b>		
1) Proposal properly addresses the scope and requirements of the assignment as defined in the ToR.	The proposal <b>fully addresses</b> the scope and requirements outlined in the ToR, showing <b>excellent understanding</b> of the subject matter, the required processes and the possible challenges of data collection in the designated areas.	25
	The overall operational deployment plan <b>adequately addresses</b> the scope and requirements outlined in the ToR, showing <b>moderate understanding</b> of the subject matter, the required processes and the possible challenges of data collection in the designated areas.	16
	The overall operational deployment plan presented <b>partially addresses</b> the scope and requirements outlined in the ToR, showing <b>partial understanding</b> of the subject matter and the required processes.	8
	The overall operational deployment plan <b>poorly addresses</b> the scope and requirements outlined in the ToR, showing <b>poor understanding</b> of the subject matter and the required processes.	0
2) Completeness and feasibility of the plans proposed.	<b>More than adequate</b> definition of activities, timelines and deliverables consistent with required Project duration as outlined in the ToR.	15
	<b>Adequate</b> definition of activities, timelines and deliverables consistent with required Project duration as outlined in the ToR.	7
	Timelines are <b>unrealistic</b> and/or deliverables and activities are <b>inconsistent</b> with the ToR.	0

Criteria	Score	
<b>3. Key professional staff qualifications and competence for the assignment: [Max 25 points]</b>		
1) Qualifications and number of years of experiences of the Project Lead	More than 10 years (included) of experience in <b>managing and overseeing assignments related to mixed-method research projects in the region.</b>	5
	Experience of 6 to 9 years (included) in <b>managing and overseeing assignments related to mixed-method research projects in the region.</b>	3
	Experience of 2 to 5 years (included) in <b>managing and overseeing assignments related to mixed-method research projects in the region.</b>	1
	Less than 2 years of experience in <b>managing and overseeing assignments related to mixed-method research projects in the region.</b>	0
2) Overall team expertise and experience in conducting quantitative data collection in remote field locations	A <b>very good</b> level of expertise and experience in <b>conducting quantitative data collection in remote field locations</b> is present across the various members of the proposed team.	5
	A <b>fair</b> level of expertise and experience in <b>conducting quantitative data collection in remote field locations</b> is present across the various members of the proposed team.	3
	A <b>barely sufficient</b> level of expertise and experience in <b>conducting quantitative data collection in remote field locations</b> is present across the various members of the proposed team.	1
	<b>Insufficient</b> level of expertise and experience in <b>conducting quantitative data collection in remote field locations</b> is present across the various members of the proposed team.	0
3) Overall team expertise and experience in conducting qualitative data collection	A <b>very good</b> level of expertise and experience in <b>qualitative data collection</b> is present across the various members of the proposed team.	5
	A <b>fair</b> level of expertise and experience in <b>qualitative data collection</b> is present across the various members of the proposed team.	3
	A <b>barely sufficient</b> level of expertise and experience in <b>qualitative data collection</b> is present across the various members of the proposed team.	1
	<b>Insufficient</b> level of expertise and experience in <b>qualitative data collection</b> is present across the various members of the proposed team.	0

4) Overall expertise and experience in the application of mixed-method methodologies in migration research.	A <b>very good</b> level of expertise and experience in the <b>application of mixed-method methodologies in migration research</b> is present across the various members of the proposed team.	5
	A <b>fair</b> level of expertise and experience in the <b>application of mixed-method methodologies in migration research</b> is present across the various members of the proposed team.	3
	A <b>barely sufficient</b> level of expertise and experience in the <b>application of mixed-method methodologies in migration research</b> is present across the various members of the proposed team.	1
	<b>Insufficient</b> level of expertise and experience in the <b>application of mixed-method methodologies in migration research</b> is present across the various members of the proposed team.	0
5) Team composition (looks at adequacy of team size, overall team composition and balance, level of involvement of the various team members)	The proposed team is in general of adequate size, includes all relevant professional figures needed in a balanced organigram and each team member will dedicate a sufficient amount of time to the study.	5
	Team size, composition and level of involvement of team members are <b>fair</b> but some minor gaps are present.	3
	Team size, composition and level of involvement of team members is <b>barely sufficient</b> for the conduction of the study, although significant improvements are possible.	1
	Team size, composition and/or level of involvement of team members is <b>insufficient</b> for the successful delivery of the assignment.	0

The minimum technical score  $S_t$  required to pass is: 65 Points

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- a) Late submission, *i.e.*, after the deadline set
  - b) Failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider / Consulting Firm (ITC) and Terms of Reference (ToR);

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers / Consulting Firms 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 / Consulting Firms 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 / Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$Sf = 100 \times F1 / F$$

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 **will be communicated to the successful service provider.**
- 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 / Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the Financial Proposal submitted by the Service Provider / Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider / Consulting Firm.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider / Consulting Firm 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 / Consulting Firm 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 Providers / Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider / Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers / Consulting Firms 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/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers / Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers / Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider / Consulting Firm is expected to commence the assignment on the *15<sup>th</sup> September 2022*.

### **14. Confidentiality**

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider / Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider / Consulting Firm 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: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for the **data collection in Sudan on migrants along the Northern Corridor conducted under the EU-IOM Joint Initiative for Migrant Protection and Reintegration in the Horn of Africa region** in accordance with your Request for Proposal (RfP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **TPF – 2: Service Providers / Consulting Firms Organization**

*[Provide here brief (four pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable). Please elaborate on division of labour between partners and previous experiences in working together. In the case of partners focusing on fieldwork activities, please elaborate on qualifications to conduct data collection in Sudan]*

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

*[The description of the approach, methodology and work plan should normally consist of a maximum of 25 pages, 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**

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

<b>2. Support Staff</b>		
Name	Position	Task

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

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

**Key Qualifications:**

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

\_\_\_\_\_

**Education:**

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

\_\_\_\_\_

**Employment Record:**

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

\_\_\_\_\_

**Languages:**

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

\_\_\_\_\_

**Certification:**

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

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

Full name of staff member: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

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

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TPF-7: Activity (Work) Schedule**

<b>A. Activities</b>													
No.	Activity/Work Description	<i>Duration (days)</i>											
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th h
1													
2													
3													
4													
5													

<b>B. Deliverables</b>	
<i>Deliverable</i>	<i>Due Date</i>

**Section III. 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 the **data collection in Sudan on migrants along the Northern Corridor conducted under the EU-IOM Joint Initiative for Migrant protection and Reintegration in the Horn of Africa region** 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 / Consulting Firms (ITC), Terms of Reference (ToR), the Draft Contract, the provisions relating to the eligibility of Service Providers / Consulting Firms, 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**

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

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

Authorized Signature:

Name and Title of Signatory:

**FPF-3: Breakdown of Costs by Activity**

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

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

<sup>2</sup> Names of activities (phase) should be same as, or correspond to the ones indicated in Form TPF-7.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

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

Authorized Signature:

Name and Title of Signatory:

**FPF-4: Breakdown of Remuneration per Activity**

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

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

<sup>1</sup> Names of activities (phase) should be same as, or correspond to the ones indicated in Form TPF-8.

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:  
Name and Title of Signatory:

## **Section IV. Terms of Reference**

In 2019, the IOM Regional Data Hub for the East and Horn of Africa (RDH EHoA) launched a multistage research project aimed at better understanding the experiences, decision-making, perceptions and expectations of young Ethiopians along the Eastern Route regarding their migration projects. This project is now expanded to the Northern Corridor that runs from the Horn of Africa towards North Africa and Europe. A more nuanced understanding of migrants' decisions to migrate will help inform strategy and programmatic planning for IOM and other humanitarian and development actors in the region.

This phase will investigate the drivers of migration on the Northern route, the reasons why migrants choose the Northern route (instead of the Eastern or Southern Corridors), how migration is facilitated along this route, and the experiences and needs of vulnerable groups on this route. The Northern route is considered as transiting through Sudan with the intended destination being Libya, Egypt and/or Europe. The Northern Corridor phase of the project will target areas of transit for migrants from Ethiopia, Eritrea, Somalia and Sudan.

### **Northern Route Research Themes**

#### **1. *Drivers, Migrant Profiles, Decision-Making and Routes***

The research will profile the migrants on the Northern route, assess their reasons for migrating and examine their decision-making process for migrating and choosing this particular route. In particular, the research aims to understand whether migrants along the Northern route have a different profile compared to Ethiopian migrants on the Eastern and Southern routes, who have been studied in past research projects conducted by the RDH.

Other research projects on the Northern corridor have demonstrated that routes have been evolving and are becoming longer and more dangerous. The data collection sites have been carefully selected to ensure representation of migrants on different routes and to ascertain what challenges are faced by migrants moving along them.

#### **2. *Networks, Brokers, Smugglers and Facilitators***

Research from the previous phases on the Eastern and Southern corridors demonstrates the importance of networks and information sharing in the decision-making of aspiring migrants. This research will therefore explore if and how migrants use networks on the Northern route. One of the important roles of networks is in facilitating a broker or smuggler for the migrant. The data collection will examine the role of networks and facilitators in the migration process for all four nationality groups, how migrants find smugglers, their levels of trust in their smuggler, experiences of possible abuse, and further process questions regarding the facilitation of their migration.

#### **3. *Risk Perceptions and Risk Reduction Strategies***

Previous RDH research with Ethiopian migrants along the Eastern Corridor has shown that respondents have low or partial awareness of the risks they might face during their migration. In contrast, other research with Eritreans on the Northern route has shown that Eritrean migrants are highly aware of the risks they may face. This research will therefore examine how different migrant groups understand the risks on the Northern route. This

research will not only examine risk perceptions, but also risk preferences and risk reduction strategies.

#### 4. *Vulnerable Groups*

Vulnerable groups are also found migrating along the Northern Route, including women and unaccompanied minors. Existing data shows that a fair portion of Eritrean and Ethiopian migrants in Sudan are female. This research will examine the specific experiences of female migrants, by assessing gender specific experiences such as pregnancy, migrating with young children, and gender-based risks. Unaccompanied minors will also be included as a vulnerable group to understand their specific experiences, vulnerabilities, and aspirations.

## 1. Scope

The Service Provider will collect various types of data for the Northern Route Research outlined above, In particular:

- **Quantitative data:** the Service Provider will administer a survey based on a structured interview questionnaire;
- **Qualitative data:** the Service Provider will conduct Key Informant Interviews (KIIs) and facilitate Focus Group Discussions (FGDs) based on semi-structured protocols.

The Service Provider will be responsible for the organisation and the management of the data collection process, including obtaining research permits and authorisations as needed, the selection and training of enumerators, the organisation of field deployments and all other practical aspects of data collection operations.

Moreover, the Service Provider is expected to provide various methodological inputs based on its knowledge of the target locations of the research and experience in similar assignments to ensure the data collected is of utmost quality and can inform a robust analysis by IOM. These include:

- Review of data collection tools (both quantitative and qualitative);
- Coding of the survey questionnaire in XLSform format;
- Translation of the data collection tools (both quantitative and qualitative);
- Transcription and translation of the data collected; and
- Provision of advice and feedback on various methodological matters pertaining the collection of data for the Northern Route Research.

All data collection tools will be designed by IOM and provided to the Service Provider for their administration. Analysis of the data collected is the responsibility of IOM and is not within the scope of this assignment.

Fully cognisant that data collection modalities can greatly affect the relevance and quality of the analysis, the Service Provider must develop a full understanding of the underlying research objectives and themes to be able to make sensible decisions when collecting data in the designated locations and among the population strata of interest.

## 2. Target Locations and Population

The Service Provider is expected to conduct data collection in three **target locations** within Sudan:

- Khartoum,
- Kassala (Kassala), and
- Al-Fashir (North Darfur).

The main **target population is migrants en route to Libya, Egypt and/or Europe** who will be identified in the target locations, although other relevant groups may be involved in data collection activities (e.g. community members, migration stakeholders, etc.).

## 3. Data Collection Approach and Quotas

### a. Quantitative data

In terms of **quantitative data**, the Service Provider is expected to conduct the following minimum number of interviews per target location:

- Khartoum: 1,200 interviews
- Kassala (Kassala): 900 interviews
- Al-Fashir (North Darfur): 900 interviews

In each target location, the sample will be **stratified** as follows:

- By **eligibility** criteria: the survey will target irregular migrants en route along the Northern Route only. Respondents below a certain age<sup>1</sup> will not be interviewed. Other criteria (e.g., length of permanence in transit country, intention to continue, etc.) may be introduced to improve data quality and consistency.
- By **nationality**: Only migrants with the following nationalities will be interviewed: Ethiopian, Eritrean, Somali and Sudanese. An equal or similar number of interviews will be conducted across the four nationality groups.

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<sup>1</sup> To be defined in coordination with IOM and based on local rules and regulations.

- By **sex**: female respondents will be oversampled within each nationality group, where possible.
- By **other possible criteria of interest**, defined in coordination with IOM and based on the results of the Rapid Assessment (see section below).

The Service Provider will identify respondents by travelling to field locations within the target areas where migrants concentrate and by referrals from other respondents (snowballing). The detailed sampling approach will be defined based on the results of the Rapid Assessment (see section below and Requirements section).

The quantitative survey questionnaire will include questions related to the individual migrants' background, their migration history, migration aspirations, decision-making in the current stage of their migration, information sources and networks, use of smugglers and brokers, their migration strategy, risk perceptions, and considerations of alternatives to migration.

IOM requires access to data in real-time during survey administration to be able to monitor operations and ensure data is being collected according to the prescribed sampling strategy. For this purpose, IOM may monitor the distribution of the sample through GPS coordinates of the interviews conducted either during the administration or after it. Thorough checks on interview metadata will also be conducted.

#### **b. Qualitative data**

In terms of **qualitative data**, it is required that a minimum of 140 (one hundred and forty) KIIs are conducted within the following groups:

- Thirty (30) KIIs with male migrants en route on the Northern route (ten for each target location);
- Thirty (30) KIIs with female migrants en route on the Northern route (ten for each target location);
- Thirty (30) KIIs with Unaccompanied Migrant Children (UMC) en route on the Northern route (ten for each target location);<sup>2</sup>
- Twenty (20) KIIs with individuals with relevant contextual knowledge of the Northern Corridor (e.g., UN/NGO officials, community representatives, central and/or local government authorities, etc.); and
- Thirty (30) KIIs with Sudanese returning migrants from Northern Route destinations and/or transit countries.<sup>3</sup>

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<sup>2</sup> Bidders are encouraged to demonstrate in their proposals that they have capacity and experience in interviewing minors, in line with local rules and regulations.

<sup>3</sup> IOM will provide contacts for this category.

- One (1) Focus Group Discussion (FDG) with individuals who assist migrants along the Northern Route.

Key Informants for the first three groups will be selected primarily among survey respondents.

## 4. Activities

This assignment entails three main activities and will be implemented based on a phased approach to ensure each activity is sensibly sequenced and benefits from the previous ones, with the overall objective of obtaining a high degree of both inclusivity and depth in the data collected.

### *Activity 1: Rapid assessment of target locations*

During this activity, the Service Provider will conduct a **Rapid Assessment** of each target location. This will entail a review of the literature and secondary data sources on migration in the target locations considered and a field visit during which consultation with key local stakeholders will be conducted. A number of Key Informant Interviews will be conducted during the Rapid Assessment, to inform it. The Rapid Assessments aim at providing: a general overview of migratory context of the selected locations (flows, hubs, national groups involved, etc.) that may be relevant for the planning of quantitative and qualitative data collection activities.

#### **Important note: Security Assessment of target locations**

As part of Activity 1, the Service Provider is mandatorily required to conduct a security assessment of each of the target locations. The security assessment will identify risks for each location and mitigation measures to put in place to ensure the safety of the staff deployed and avoid disruptions in the conduction of data collection operations at the standards required. Should the assessment find that, in any of the locations, conditions are not conducive to perform data collection at the standards required due to security-related risks, IOM and the Service Provider will agree on alternative location(s) to conduct data collection.

### *Activity 2: Quantitative data collection*

The second phase of the assignment will focus on the administration of a quantitative survey, drawing from the qualitative evidence collected during the Rapid Assessments in each target area.

### *Activity 3: Qualitative data collection*

The last phase will focus on qualitative data collection based on the tools and the modalities defined by IOM and targeting both respondents of the survey and other relevant individuals.

## 5. Duration and Activity Timeline

In total the service provider has four months to complete all aspects of this assignment.

It is expected that the Service Provider will deploy teams in all the three locations simultaneously and for a consolidated period of at least one month.

Table 1 below provides an indicative timeline for the assignment which can be considered for the formulation of the proposals. Bidders are expected to provide precise indications in their proposals on how many times the research teams will travel to the target locations and for how long they will stay on site each time.

*Table 1 – Indicative timeline*

	Sept	Oct	Nov	Dec	Jan
<b>Signing the contract and field deployment planning</b>	X				
<b>Activity 1 – Rapid Assessment</b>					
<i>Khartoum</i>		X			
<i>Kassala</i>		X			
<i>Al-Fashir</i>		X			
<b>Submission of the Inception Report</b>		X			
Finalisation and translation of the survey questionnaire		X			
<b>Activity 2: Quantitative data collection</b>					
<i>Khartoum</i>			X		
<i>Kassala</i>			X		
<i>Al-Fashir</i>			X		
<b>Submission of survey data to IOM, including translations of open-ended responses</b>			X		
Finalisation and translation of the qualitative data collection tools			X		
<b>Activity 3: Qualitative data collection</b>					
<i>Khartoum</i>			X		
<i>Kassala</i>			X		
<i>Al-Fashir</i>			X		
<b>Translations of the qualitative interviews transcripts and submission to IOM</b>				X	
<b>Submission of the Field Reports</b>				X	
<b>Submission of the Final Report</b>				X	

## **6. Requirements**

The requirements and expectations of IOM with respect to the assignment relate to the following points: (a.) Selection of quantitative survey respondents and data collection areas within the target locations; (b.) Quantitative survey administration requirements; (c.) Selection of Key Informants and FGD participants; (d.) Transcription standard for qualitative data; (e.) Quality of the data collected; (f.) Translations; (g.) Compliance with and application of data protection principles; and (h.) Transparency and coordination with IOM.

### **a. Selection of quantitative survey respondents and data collection areas within the target localities**

Data collection is envisaged in three target locations known for being important transit points along the Northern Route. Within these target locations, the Service Provider is required to identify, as precisely as possible, the specific areas (e.g., congregation points) in which data collection activities will take place. The Rapid Assessment should fully inform the selection of the specific areas of data collection and provide detailed contextual information on them, including geographical coordinates, geo-referenced photographic material and an elaboration on any factor that may therein impact data collection viability. Any decision on which area to prioritise or exclude should be taken in close coordination with IOM.

As survey respondents may also be identified via referrals from other respondents or Key Informants, it is expected that the Service Provider will use a snowball sampling approach adequate to the task.

Perspective Service Providers are invited to elaborate in their proposals on their approach to the conduction of the Rapid Assessment and how this will inform the selection of the data collection areas and the definition of a snowball sampling approach for the quantitative survey.

### **b. Quantitative survey administration requirements**

The Service Provider is invited to administer the quantitative survey with the KoBoCollect application. Should Bidders have a preference for a different computer-assisted interview system, their proposals should elaborate on the advantages of their application of choice over KoBoCollect.

### **c. Selection of Key Informants and FGD participants**

The Service Provider will be required to coordinate closely with IOM on the definition of the criteria followed for the identification of the subjects for qualitative data collection. Key Informants and FGD participants will be selected based on relevance and the approach sought for ensuring balanced and unbiased group discussions. Bidders are invited to elaborate in their proposals on how they intend to identify Key Informants and FGD participants.

### **d. Transcription standard of qualitative data**

The Service Provider will transcribe all KIIs and FGDs following the ‘**intelligent verbatim**’ transcription standard.

### **e. Quality of the data to be collected**

Recognising that the quality of the data submitted is key to ensure the robustness of the analysis – on the basis of which operational decisions may be taken – IOM will constantly monitor the data quality and will reject submissions not meeting acceptable standards, for both qualitative and quantitative data gathered.

Prospective Service Providers are invited to elaborate on how they intend to ensure the data collected is of the highest quality via enumerator training, protocols, quality risks mitigation measures, and ex post integrations/corrections.

#### **f. Translations**

IOM requires that the Service Provider facilitates the translation of the quantitative survey questionnaire from English to Amharic, Arabic, Somali and Tigrinya. The translations will also consider the need of adapting questionnaires to the culture of the respondents, while also maintaining consistency between the different translations.

Concerning the qualitative data gathered,<sup>4</sup> the Service provider is required to translate it into English from the original language. On-the-fly translation during interviews is not admitted. The Service Provider must ensure that the researchers and enumerators involved in the collection of the original data coordinate with the translators in order to minimise translation bias and loss of meaning in general. The transcription in the original language will be provided to IOM alongside its translation into English.

#### **g. Ethics of data collection and data protection**

This assignment will entail data collection from different subject which may include vulnerable individuals and households. It is essential that data collection is conducted in full compliance of generally recognised ethical standards. This includes the need to obtain and record the informed consent of the respondents/participants prevent or avoid situations where the respondents/participants may suffer (directly or indirectly) any damage by making themselves available to the research. Prospective Service Providers are invited to elaborate on the ethical and methodological standards envisaged for data collection activities. During the assignment, the Service Provider is required to apply the data collection guidelines, protocols and the consent formulae suggested by IOM.

Prospective Service Providers are also invited to demonstrate a clear understanding of IOM Data Protection principles in their proposals, and to elaborate on how these are incorporated in their proposed approach and plans.

#### **h. Transparency and communication with IOM**

IOM deems as essential that the Service Provider is fully transparent regarding data collection methodology and practice, data treatment and analysis. Transparency should also apply to the description of the procedures followed in any activity undertaken, and specifically with respect to any possible deviation from the standards set and their potential impact on the robustness of the analysis.

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<sup>4</sup> These include responses to open-ended questions in the quantitative survey questionnaire.

As data collection operations will entail a significant amount of coordination with IOM, perspective Service Providers are invited to elaborate on how they intend to establish clear and effective communication lines and protocols to ensure IOM's instructions and guidelines are promptly cascaded to the field.

## 7. Deliverables

In their Technical Proposals, Service Providers will define an appropriate set of deliverables for the assignment, as well as a timeline for their provision to IOM. This section outlines the minimum expectations of IOM for the deliverable list defined by the Service Provider.

The **main deliverable** of this assignment will be:

- 1. All the data gathered throughout the various phases and activities.**

Any piece of data gathered by the Service Provider as part of this assignment (both quantitative and qualitative, in both local languages and translated into English) should be submitted to IOM with the shortest delay possible and by using the formats or templates defined by IOM.

To allow the conduction of data collection activities based on the set requirements the Service Provider will also deliver:

- 2. Versions of the qualitative and quantitative tools translated into the relevant languages.**
- 3. XLSForm version of the survey questionnaire**, inclusive of the relevant translations.

IOM also requires a set of additional deliverables focusing on providing contextual information on the data gathered and aimed at informing decision-making on data collection methodology and practice during the conduction of the assignment. These should include:

- 4. Inception Reports (phase one)** inclusive of the Rapid Assessments of the three target areas and a set of general and area-specific recommendations for the subsequent phases (one report per area). These reports will also include a detailed description of the procedures set for data collection and treatment in phase two, including an indication of the specific research areas where data will be collected and the respondent identification procedures.
- 5. Field Reports (phase two and three)** describing in detail the data collection activities undertaken during phase two and three, with focus on the challenges encountered and the possible impact on data quality (one report per area).
- 6. A Final Report** describing in detail the various phases of this assignment (inception, deployment, data collection and related limitations), including lessons learnt and other guidance to plan similar data collection exercises.

## Section V – Pro-forma Contract

RFP RO22-005

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**, 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.

## 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.

## 4. Warranties

### 4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

### 4.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
  1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s

country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

## 5. Assignment and Subcontracting

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

## 6. Delays/Non-Performance

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

## **7. Independent Contractor**

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

## **8. Audit**

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

## **9. Confidentiality**

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

## **10. Intellectual Property**

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

## **11. Notices**

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

**International Organization for Migration (IOM)**

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

### **13. Use of IOM Name**

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

### **14. Status of IOM**

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

### **15. Guarantee and Indemnities**

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

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

### **16. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

### **17. Termination**

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

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

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

## **18. Severability**

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

## **19. Entirety**

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

## **20. Special Provisions (Optional)**

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

## **21. Final clauses**

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

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

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

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

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

Signature

Signature

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*Name*

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*Name*

*Position*

*Position*

*Date*

*Date*

*Place*

*Place*