

REQUEST FOR PROPOSALS

SERVICES FOR

*Creation, production and media plan for several audio – visual products on
Fellowship and Capacity Building*

Prepared by



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

[IOM Tirana, Albania]

[29 June 2020]

REQUEST FOR PROPOSALS
RFP No.: [AL 10/20/225]

Mission: *International Organization for Migration in Tirana, Albania*

Project Name: *“Engage the Albanian Diaspora to the Social and Economic Development of Albania”*

WBS: *CE 0377*

Title of Services: *Creation, production and media plan for several audio – visual products on Fellowship and Capacity Building*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *“Engage the Albanian Diaspora to the Social and Economic Development of Albania”*, programme for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Creation, production and media plan for several audio – visual products on Fellowship and Capacity Building*. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm 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/ Consulting Firms
- 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 delivered by hand or through mail to IOM with office address at:

*International Organization for Migration (IOM), Mission in Tirana
Country Office in Albania
Rr. Brigada VIII, P. LID, Kati III, Ap. 303,
Tirana, Albania*

indicating the *Reference Number AL 10/20/225* on or *before 13 July 2020 hr. 11.00*. 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/ Consulting Firms

Very truly yours,
IOM Tirana Procurement

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

Section I - Instructions to Service Providers/ Consulting Firms	6
Section II – Technical Proposal Standard Forms	15
Section III. Financial Proposal - Standard Forms.....	24
Section IV. Terms of Reference	28
Section V – Pro-forma Contract.....	36

Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms 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 Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms 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/ Consulting Firms 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/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers/ Consulting Firms by publishing at the IOM Albania website.

4.2. Service Providers/ Consulting Firms 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 e-mail address: IOMTiranaProcurement@iom.int at least *[seven (7) calendar days (6 July 2020 at 11:00)]* before the set deadline for the submission and receipt of Proposals. IOM will respond to the said requests and this will be made available by publishing the answers at the IOM Albania website to all the interested Service Providers/ Consulting Firms without identifying the source of the inquiry.

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 Providers/ Consulting Firms and IOM, shall be in *[English]*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *[English]*.
- 5.3 The Service Providers/ Consulting Firms 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.¹
 - 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 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 Providers/ Consulting Firms 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

¹ This clause shall be included/revised as deemed necessary

the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) Proposal concept ideas/scripts for several products required in Terms of Reference, 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 text, pictures 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 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 at locations away from the project office.
 - f) A time schedule (bar chart) showing the time proposed to undertake that 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 on the financial proposal.

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 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4). These costs should be broken down by activity/deliverables, including in house cost and the third-party costs for all the deliverables required in the Terms of Reference. 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. Service Providers/ Consulting Firms shall express the price of their services in *[EUR]*.

- 7.4 The Financial Proposal shall be valid for *[90 calendar days]*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment². IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ 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 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/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms 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/ Consulting Firm.
- 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/ 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.
- 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/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well

² For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

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 *[insert duration of evaluation e.g. twenty-one (11) calendar days]* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system³. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *[70%]*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment: <i>[Normally, sub-criteria are not provided]</i>	<i>[0 - 10]</i>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	<i>[0 - 20]</i>
b) Work plan	<i>[0 - 20]</i>
c) Organization and staffing	<i>[0 - 10]</i>
Total points for criterion (ii):	<i>[0 - 50]</i>
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader	<i>[0 - 10]</i>
b) Storyteller/Journalist	<i>[0 - 10]</i>
c) Photographer and photo editing specialist	<i>[0 - 10]</i>
d) Video shooting and video editing specialist	<i>[0 - 10]</i>
e) Graphic Designer	<i>[0 - 10]</i>
f) Marketing specialist in promotional campaign	<i>[0 - 10]</i>
Total points for criterion (iii):	<i>[0 - 60]</i>

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

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

- | | |
|--------------------------------------|-------------|
| 1) General qualifications | [30%] |
| 2) Adequacy for the assignment | [60%] |
| 3) Experience in region and language | [10%] |
| Total weight: | 100% |

The minimum technical score S_t required to pass is: **84** Points

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- late submission, *i.e.*, after the deadline set
 - 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 The BEAC has the option to open the Financial proposals publicly or not.
- 11.2 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.
- 11.3 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.
- 11.4 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 weights⁴ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is **21 July 2020 at:**

International Organization for Migration (IOM), Mission in Tirana
Country Office in Albania
Rr. Brigada VIII, P. LID, Kati III, Ap. 303,
Tirana, Albania

- 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 Providers/ Consulting Firms.
- 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

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

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 *[03 August 2020]*.

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 *Creation, production and media plan for several audio – visual products on Fellowship and Capacity Building* 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 (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

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

[The description of the approach, methodology and work plan should normally consist of 10 pages, including proposals, images, 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

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: Time Schedule for Professional Personnel

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

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

Signature of Authorized Representative:

Full Name: _____
 Title : _____

TPF-7: Activity (Work) Schedule

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

B. Completion and Submission of Deliverables

Deliverables	Expected Date
1. Finalise the detailed story boards/ scripts proposed in the technical proposal and agreed with IOM for: 15 - minutes short documentary; 60 - second spot with infographics; 30 - seconds of narrative spot and for 60 second infographic video.	14 August 2020
2. Based on the agreed story boards/scripts that will be developed and agreed with IOM, organise the field interviews and shootings for the 30 seconds narrative spot.	18 September 2020
3. Based on the agreed story boards/scripts that will be developed and agreed with IOM, organise the field interviews and shootings for the 15 – minutes short documentary.	1 September 2020 to 30 April 2021
4. Finalise the post - production of the 15 - minutes short documentary, editing the interviews,	

shootings, translation of the subtitles in Albanian, Italian and English, voice over in Albanian (if will be foreseen in the script by the service provider), and the licensed music.	30 May 2021
5. Based on the agreed story boards/scripts finalize the 60 seconds spot with infographics, including translation in English and Italian and voice over (if will be foreseen in the script by the service provider), and licenced music.	9 October 2020
6. Generate high quality and compiling pictures - 50 pictures -to illustrate specific stories/ people profiles of Albanian Diaspora in Italy, Programme stakeholders, representatives from partner institutions dealing with diaspora engagement in Albania and Italy, as well the Diaspora Programme Staff/consultants as well as the successful programme activities of Fellowship Scheme and Capacity Building.	From 1 September 2020 to 21 May 2021
7. Generate compelling short stories and articles for each of the profiles that will be selected: 50 articles. The feature stories, articles should be from 300 to 500 words long, in three languages: Albanian, English and Italian.	From 1 September 2020 to 21 May 2021
8. Alongside with the photo shooting, develop stories/articles about selected profiles and successes of the programme activities will be included in a photo – book.	From 1 September 2020 to 21 May 2021
9. Develop, edit, design, and print a book with the pictures and text that will be developed and according the technical specifications.	3 June 2021
10. Implement the agreed Media Plan for a period of 3 months, considering the finalisation of the resources that must be promoted (defined above) through the media promotional.	15 September 2020 - 14 October 2020 and from June to July 2021
11. Send detailed monthly periodic reports for the development of all the deliverables such as pictures, stories/articles, video shooting and video edition, including the implementation and monitoring of the media plan with complete data and information (including reached number of targeted audiences, interactions, engagements,	Every month through the contracting period.

<p>disaggregated by age, gender, demographic details etc.) during the media camping implementation report.</p>	
<p>12. Send a detailed final report, including every step of the assignments: creation, production, and postproduction of all the products required in this Terms of references, as well as the implementation of the Media Plan (reached number of targeted audiences, interactions, engagements, disaggregated by age, gender, demographic details etc.).</p>	<p>30 July 2021</p>

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 *Creation, production and media plan for several audio – visual products on Fellowship and Capacity Building* 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

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

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

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

² Names of activities (phase) should be same as or corresponds to the ones indicated in Form TPF-7.

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

⁴ For each currency, Remuneration 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.		
6.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

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

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

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

Section IV. Terms of Reference

Creation, Production, and Media plan for several audio – visual products

a) **Background:**

The diaspora entails great potential for Albania’s development of the home country. The objective of IOM Albania Programme “Engage the Albanian Diaspora to The Social and Economic Development of Albania” is to contribute to enhancing the engagement of Albanian diaspora to the development of Albania. A summary of Programme can be found here: <https://albania.iom.int/diaspora>

Among the other objectives the IOM Diaspora Programme, is supporting the Government of Albania through Capacity Building and Fellowship Schemes to implement a comprehensive approach towards diaspora engagement for sustainable development in line with the overall policy framework, through:

- Physical infrastructure support to institutions created by State Minister for Diaspora, as well as the establishment of new diaspora engagement structures, such as National Agency for Diaspora, and National Fund for Diaspora;
- Equipment and technical assistance to partner institutions also through development of curricula for ToT, training, study visits, international and local experts on diaspora policy;
- Fellowships in Albania, to Government institutions related to diaspora, for Albanian diaspora members in Italy (including Arberësh), France and Belgium;
- Fellowship in Italy, to the Albanian Embassy in Rome, General Consulates in Bari and Milan, for the Albanian Diaspora members in Italy (including Arberësh);
- Fellowships in Albania to support territorial development, from the Albanian diaspora members in Italy (including Arberësh), through the Department of Architecture of the University of Florence;
- Potential other Fellowships, to Governmental partners, for Albanian diaspora members in Europe and candidates’ countries and other actions on capacity building.

More information for Capacity Building and Fellowship can be found on the factsheets attached to the publication.

The Programme “Engage the Albanian Diaspora to the Social and Economic Development of Albania” is implemented by the International Organization for Migration (IOM) in Albania, the UN Migration Agency, with funding from the Italian Agency for Development Cooperation (AICS) in coordination with the Albanian State Minister for Diaspora, Ministry for Europe and Foreign Affairs, Ministry of Finance and Economy through Albanian Investment Development Agency (AIDA).

b) Objectives:

In the framework of the promotional campaign for Fellowship Schemes and Capacity Building, IOM Albania Diaspora Programme requires a service creative company for the:

- 1- Creation of audio - visual scripts to produce audio-visual content**
- 2- Production of Audio – Visual content**
- 3- Post- Production of the audio – visual content**
- 4- Media Plan costs and implementation for some of the audio – visual content**
- 5- Ongoing service of Photography and video shooting**

c) Scope of the Services

In the framework of the promotion and visibility for Fellowship Schemes and Capacity Building components of the Diaspora Programme, the creative company is required to develop several audio- visual products such as high quality photos, compelling stories and articles which will be included in a book, develop, design and print a book, documenting videos, infographic videos, as well as a media plan to promote some of the audio visual content that will be produced. A detailed list of the people/activities to be portrayed in these required resources will be provided by IOM Diaspora Programme.

1- Creation of audio - visual concept ideas/script to produce audio-visual content

- In the Technical Proposal the companies should propose minimum two (2) scripts for:
 - **15 minutes short documentary**, documenting the programme success and best practices of the Fellowship Scheme in the Albanian Institutions, in the Albanian Embassy in Rome (Italy), as well as the Albanian General Consulates in Bari and Milan (Italy), as well as the Albanian Territorial Development Fellowship Scheme with the University of Florence and the new Fellowships for Albanian diaspora members in Europe supporting Albania as candidates country.
 - **30 seconds of narrative spot** that will promote new Fellowship Schemes as a sustainable mechanism and best practice to be replicated. This spot should invite highly skilled Albanian Diaspora members in Italy, France and Belgium to apply for the upcoming fellowship schemes to engage in the social and development of Albania. The video shooting in the field will be based in your concept ideas that will be proposed in Technical Proposal.
- The successful company should be able to finalise the script and the related story boards for the 15 – minutes documentary and the 30 seconds narrative and for the 60 second infographic spot (based on the figures and the information that will be offered by IOM), in line with the requirements of IOM, if any.
- The applicants should present the activities in two modular phases for a total of 11 months: The first one until 15 October 2020 and the second one until the end of the proposed timeframe. The second phase will be implemented when the programme will be extended starting from 16th of October 2020.

- The service provider should include all the cost, including in house cost and the third party cost to develop all the resources required in the Term of References, to print the book, media buying, and media implementation.

2- Production of Audio – Visual content

The successful service provider will be required to produce:

Photography, successful storie/articles, design and print of a photo – book with pictures and text/articles

The service provider will generate high quality and compiling pictures (**50 pictures**) to illustrate specific stories/ people profiles of Albanian Diaspora in Italy, Programme stakeholders, representatives from partner institutions dealing with diaspora engagement in Albania and Italy, as well the Diaspora Programme Staff/consultants as well as the successful programme activities of Fellowship Scheme and Capacity Building. Digital originals should be shot at the highest resolution that the camera permits. The minimum resolution accepted is 4000 pixels on the land scape side, saved as jpeg 10 or above. Ensure high quality, final edited pictures, capturing the stories of each selected person/activity to be portrayed/illustrated. The pictures will be selected with IOM. Some of the people to be photographed might be based in Italy.

The service provider generate compelling short stories and articles for each of the profiles that will be selected (50 articles) to illustrate specific stories/ people profiles of Albanian Diaspora in Italy, Programme stakeholders, representatives from partner institutions dealing with diaspora engagement in Albania and Italy, as well the Diaspora Programme Staff/consultants as well as the successful programme activities of Fellowship Scheme and Capacity Building, as well as articles from the activities and best practices. The feature stories and articles should be between 300 - 500 words, in three languages: Albanian, English and Italian.

The pictures and the stories/articles about selected profiles and successes of the programme activities will be included in a photo – book. For this reason the service provider is required **develop the content of the book**, composed by high quality profile/activity pictures and the compelling stories/articles that will be developed (mentioned above), **design** and **print** the book, according to the following technical specifications: Format 27.5 cm x 20 cm, around 100 pages, Inside pages: paper 170 gr / m2, 4 colours and Hard Cover with 2.5mm cardboard, 4 colours, with mat plasticization and Spot UV. Bookbinding with sewing and glue. The book will be composed from compelling high - resolution pictures and short text in the three language (English, Italian and Albanian). It should be provided the estimated unitarian cost for one printed book considering that it will be requested for 50 / 100 copies.

Video interviews Video shooting

Based on the agreed scripts and story boards developed by the successful service provider for the 15 – minutes documentary and the 30 seconds of narrative spot, the company will be required to take video footage and interviews to illustrate specific stories/testimonies of people from of Albanian Diaspora in Italy, programme

stakeholders, representatives from partner institutions dealing with diaspora engagement in Albania and Italy. The number of the interviews will depend on the proposed scripts from the service provider, in agreement with IOM Diaspora Programme. Some of the people to be interviewed might be based in Italy.

3- Post- Production of the audio – visual content

Based on the scripts/story boards agreed and in the field shooting produce:

A 15 minutes short documentary focused on the Diaspora Programme success and best practices of the Fellowship Scheme in the Albanian Institutions, in the Albanian Embassy in Rome (Italy), as well as the Albanian General Consulates in Bari and Milan (Italy), as well as the Albanian Territorial Development Fellowship Scheme with the University of Florence and the new Fellowships for Albanian diaspora members in Europe supporting Albania as candidates country.

- **30 seconds of narrative spot** that will promote new Fellowship Schemes as a sustainable mechanism and best practice to be replicated. This spot should invite highly skilled Albanian Diaspora members in Italy, France and Belgium to apply for the upcoming fellowship schemes to engage in the social and development of Albania.
- **A 60 second spot with infographics** highlighting the support to institutions (technical assistance to partner institutions also through training, study visits, international and local experts on diaspora policy, etc.) to the Albanian State Minister for Diaspora, National Agency for Diaspora, National Fund for Diaspora, Diaspora Business Chamber including the equipment and tools provided/to be provided to partner institutions. The statistics and data to be provided by IOM. This infographics video should promote the Diaspora Programme Successes, best practices, and build awareness and trust for the Albanian Diaspora Programme engagement institutions. The data and information will be provided by IOM.
- Finalise the production of the 15 - minutes short documentary, the 60 second spot with infographics and the 30 seconds of narrative spot all the videos including the **translation of the subtitles in Albanian, Italian and English, voice over in Albanian** (if it will be proposed by the company in the scripts), **infographics and the licenced music**. The final products and the editable projects of all the above-mentioned videos should be delivered to IOM Diaspora Programme in a CD or USB, as soon as they are finalised.

4- – **Media Plan:** 15 September 2020 - 14 October 2020 and from June to July 2021

In the framework of promoting the Fellowships Schemes and Capacity Building components of the Diaspora Programme, the service provider is required to propose and finalize a media plan timeline for a period of 3 months: 15 September 2020 - 14 October 2020 and from June to July 2021 and the media plan buying costs for displaying some of the resources that will be publicised. The primary audience to be reached is Albanian Diaspora highly skilled members in all the regions of Italy, France and Belgium, but not limited to, as well as Albanian Diaspora institutions, implementation partners, donors, and other stakeholders with a focus on diaspora

and migration. **The media plan should reach at least 1 million people**, from the above target audience, age 25 - 65, ensuring gender balance.

For this reason, the company is required to include in the financial offer even:

- **the 30 seconds of narrative spot, which should consider the following channels/platforms:**
 - a- One maxi screen in Tirana Airport for 7 days;
 - b- YouTube and Social Media (Facebook and Twitter_ for at last 15 days;
- **The Media plan cost for the 60 seconds, which should consider the following channels/platforms:**
 - c- YouTube and Social Media (Facebook and Twitter) for at last 15 days;
 - d- Display Banner in Google Display Network for at least 7 days;
- **The Media plan cost for A 15 minutes short documentary should consider these channels/platforms:**
 - e- Top Channel “Diaspora” Program, 1 TV show, including TV broadcasting and YouTube channel;
 - f- YouTube and Social Media (Facebook and Twitter) for at last 15 days;

The selected company will send **detailed monthly periodic reports** for the development of all the deliverables such as pictures, stories/articles, video shooting and video edition, including the implementation and monitoring of the media plan with complete data and information (including reached number of targeted audiences, interactions, engagements, disaggregated by age, gender, demographic details etc.) during the media camping implementation report;

The selected company will send **a detailed final report**, including every step of the assignments: creation, production, and postproduction of all the products required in this Terms of references, as well as the implementation of the Media Plan.

The selected company will liaise with IOM Albania Diaspora Programme staff throughout the process, providing regular updates and seeking input, advice and authorization to proceed in every step of creation, production, post – production and media plan;

In the light of the ongoing events of Fellowship Scheme and Capacity Building components of the Diaspora Programme please, in a separate free template provide estimation costs as per below request:

5- Ongoing service of Photography, video shooting, on call basis as per IOM Albania Diaspora Programme needs

- a- Half day of photo shooting and processing the photos of the event;
- b-** Full day of photo shooting and processing the photos of the event;
- c- Half day of video/interview shooting and processing the interview/s;
- d- Full day of video/interview shooting and processing the interview/s.

The main messages for the creation of the products and media plan are:

Albanian Diaspora members are agents of positive changes who have contributed to the social and economic development of Albania;

Diaspora Programme Fellowship Schemes and Capacity Building efforts have had a significant contribution to the newly created Diaspora Engagement Institutions;

Fellowship Schemes has been successful and could be replicated in different areas where the highly skilled diaspora members can be engaged and contribute, especially in the negotiations process of Albania to enter in EU;

The Diaspora Programme has contributed to an increased engagement of highly skilled Albanian Diaspora members to the social and economic development of their home country.

Build awareness and trust for the Albanian Diaspora Engagement Institutions among the Albanian Diaspora members

Build awareness and trust for the Diaspora Programme, IOM Albania, Italian Agency for Development Cooperation (AICS), Albanian State Minister for Diaspora, Ministry for Europe and Foreign Affairs, Ministry of Finance and Economy, Albanian Investment Development Agency (AIDA).

Requirements and Qualifications:

The Service Provider must have the following qualifications:

- Have at least five (5) years' experience photography and photo - editing, photojournalism, journalism, videography and video-editing, marketing, promotional campaigns;
- Experience on journalism, creation of compelling content, feature stories and articles;
- Excellent knowledge of photography and photo editing; graphic design software, video shooting and video editing production software, infographics;
- Excellent knowledge and experience in the tenets of marketing trends;
- Examples of previews projects on photo-books, short documentaries, infographic videos, promotional narrative spots, and other similar work
- Previous professional experience with the United Nations or similar organizations in this or a related field would be considered an asset.
- Previous similar experience in Italy would be considered as advantage.

d) Deliverables and Expected Time Schedule

- 1 Finalise the detailed story boards/ scripts for: 15 - minutes short documentary; 60 - second spot with infographics; 30 - seconds of narrative spot and for 60 second infographic video by 14 August 2020
- 2 Based on the agreed story boards/scripts that will be developed and agreed with IOM, organise the field interviews and shootings for the 30 seconds narrative spot by 18 September 2020;
- 3 Based on the agreed story boards/scripts that will be developed and agreed with IOM, organise the field interviews and shootings for the 15 – minutes short documentary from 1 September 2020 to 30 April 2021
- 4 Finalise the post - production of the 15 - minutes short documentary, editing the interviews, shootings, translation of the subtitles in Albanian, Italian and English, voice over in Albanian (if will be foreseen in the script by the service provider), and the licensed music by 30 May 2021
- 5 Based on the agreed story boards/scripts finalize the 60 seconds spot with infographics, including translation in English and Italian and voice over (if will be foreseen in the script by the service provider), and licenced music; by 9 October 2020
- 6 Generate high quality and compiling pictures - 50 pictures -to illustrate specific stories/ people profiles of Albanian Diaspora in Italy, Programme stakeholders, representatives from partner institutions dealing with diaspora engagement in Albania and Italy, as well the Diaspora Programme Staff/consultants as well as the successful programme activities of Fellowship Scheme and Capacity Building from 1 September 2020 to 21 May 2021
- 7 Generate compelling short stories and articles for each of the profiles that will be selected: 50 articles. The feature stories, articles should be from 300 to 500 words long, in three languages: Albanian, English and Italian from 1 September 2020 to 21 May 2021
- 8 Alongside with the photo shooting, develop stories/articles about selected profiles and successes of the programme activities will be included in a photo – book From 1 September 2020 to 21 May 2021
- 9 Develop, edit, design, and print a book with the pictures and text that will be developed and according the technical specifications by 3 June 2021.
- 10 Implement the agreed Media Plan for a period of 3 months. From 15 September 2020 to 14 October 2020, from June to July 2021.
- 11 Send **detailed monthly periodic reports** for the development of all the deliverables such as pictures, stories/articles, video shooting and video edition, including the implementation and monitoring of the media plan with complete data and information (including reached number of targeted audiences, interactions, engagements, disaggregated by age, gender, demographic details etc.) during the media camping implementation report; Every month through the contracting period.

12 Send a **detailed final report**, including every step of the assignments: creation, production, and postproduction of all the products required in this Terms of references, as well as the implementation of the Media Plan (reached number of targeted audiences, interactions, engagements, disaggregated by age, gender, demographic details etc.). 30 July 2021

f) Data, Local Services, Personnel and Facilities to be provided by IOM

The service provider will be provided with all required information on the programme and diaspora engagement/migration (including existing research reports and other publications related to these issues), such as:

- Fact sheets on the Fellowship Schemes and Capacity Building
- Flyer on the Programme
- Key elements/findings of the work done by the Faculty of Architecture at University of Florence (Italy)
- National Strategy on Diaspora and related Action Plan
- Figures and information that might be needed from/useful for the company in the process of the resource development

Section V – Pro-forma Contract

GPSU.SF.19.20

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. 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:

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place