

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

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**Market Assessment and Revolving Fund Feasibility Study**  
**Under the “Strengthening Self-Reliance of Displaced**  
**And Conflict-Affected Communities in Ukraine” Project**

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Prepared by



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

IOM Ukraine  
21 December 2017

# REQUEST FOR PROPOSALS

RFP No.: *UA1-2017-676.1*

IOM Ukraine

Project Name: Market Assessment and Revolving Fund Feasibility Study under the  
“Strengthening Self-Reliance of Displaced and Conflict-Affected Communities in  
Ukraine” Project

Project Budget Line: CS.0921.UA10.51.03.001

Title of Services: Market assessment and revolving fund feasibility study

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

IOM Ukraine  
8, Mykhailivska Street, Kyiv, 01001, Ukraine

## INVITATION TO SUBMIT PROPOSALS

*21 December 2017*

The International Organization for Migration (IOM), the United Nations Migration Agency was established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of the project “Strengthening Self-Reliance of Displaced and Conflict-Affected Communities in Ukraine” the Bids Evaluation and Award Committee (“BEAC”) of IOM Ukraine now invites Proponents to submit their proposals for **Market Assessment and Revolving Fund Feasibility Study** not later than 17.00, *18 January 2018*.

The Proponent submits following information and documents together with the original of bid:

- a) Vendors Information Sheet (form is attached in separate file);
- b) Code of Conduct for the Supplier (form is attached in separate file);
- c) Certificate of Registration from government agency in Ukraine or abroad;
- d) Valid Government Permits/Licenses, confirmations of Tax Identification Number and local taxes, tax payer, issued by respective government agencies in Ukraine or abroad;
- e) List of main contracts entered by the Company into for the last 5 years and customers’ references;
- f) Proof of Tax Payment for 2016 fiscal year;
- g) Audited Financial Statement for 2016 fiscal year;
- h) In case the potential Service Provider is going to assign any subcontractors, the potential Service Provider should provide full scope of documents confirming capacities of the subcontractor, including a) Company Profile, b) Certificate of Registration from government agency in Ukraine or abroad; c) Valid Government Permits/Licenses, including confirmations of Tax Identification Number and local taxes, issued by respective government agency in Ukraine or abroad d) List of main contracts entered by the Company into for the last 5 years and customers’ references; e) Proof of Tax Payment for 2016 fiscal year; f) Audited Financial Statement for 2016 fiscal year.

The Proposal shall be submitted in original and should be received either by hand or through courier by the BEAC with office address at 8, Mykhailivska Street, Kyiv, 01001, Ukraine for attention of Procurement Unit no later than 17.00, 18 January 2018.

Please address questions in writing to the following email [iomkieltenders@iom.int](mailto:iomkieltenders@iom.int) with the

reference: “Clarification Request for tender #UA1-2017-676.1 / [Proponent’s company name] / to attention of Alexandra Brushkovskaya” not later than 5 (five) working days prior to deadline for submission.

The BEAC reserves the right to accept or reject any Proposal, and to annul the selection process and reject all Proposals at any time, without thereby incurring any liability to the affected Proponents.

Very truly yours,

**BEAC Chairperson**



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OIM Organización Internacional para las Migraciones

## Section I. Instructions to Proponents

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## 1. General Conditions

- 1.1 Only eligible Proponents 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 winning Proponent.
- 1.2 Proponents should familiarize themselves with local conditions and take them into account in preparing the proposal. Proponents are encouraged to visit IOM before submitting a proposal, if such meeting will be preliminary coordinated with IOM.
- 1.3 The Proponents' 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 Proponents 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 Proponents.
- 1.6 IOM shall provide at no cost to the Proponents, the necessary inputs and facilities, and assist the Proponents in obtaining licenses and permits needed to carry out the services and make available relevant project data and report, if applicable (see Section IV. Terms of reference).

## 2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM's Procurement Policy requires all IOM staff, bidders, manufacturers, suppliers or distributors to observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Proponents, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. Pursuant to this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice is the act of offering, giving, receiving or soliciting, directly or indirectly, 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 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 in order to influence improperly its activities in a procurement process, or affect the execution of a contract.

### 3. Conflict of Interest

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

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

### 4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM at its own initiative or in response to a clarification may amend the RFP. Any amendment made will be made available to all Proponents through posting on IOM Ukraine website in the correspondent announcement #UA1-2017-676.1. In order to allow prospective Proponents reasonable time in which to take the amendment into account in preparing their proposals, IOM, at its discretion, may extend the deadline for the submission of proposals.

4.2. Proponents may request for clarification(s) on any part of the RFP. The request must be sent in writing to [iomkiemtenders@iom.int](mailto:iomkiemtenders@iom.int) with subject line: "Clarification Request for tender #UA1-2017-676.1 / [Proponent's company name] / to attention of Alexandra Brushkovskaya" at least 5 *working days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request. Written copies of IOM's response, including an explanation of the query but without identifying the source of inquiry, will be posted on IOM website for information of all potential Proponents.

4.3 If deemed necessary, IOM may call for pre-proposal submission meeting with all Proponents who acknowledged interest to the Invitation and this RFP to clarify any issue regarding any provision of the RFP.

### 5. Preparation of the Proposal

5.1 A Proponent's proposal shall have two (2) components: a) Technical Proposal; and b) Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Proponents and IOM, shall be in English or Ukrainian. All reports prepared by the contracted Proponents shall be in English or Ukrainian.



- 5.3 The Proponents 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, the Proponents must give particular attention to the following:
- a) If a Proponent 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 qualified companies/firms or entities in a joint venture or sub-consultancy, as appropriate. Proponents may associate with the other Proponents invited for this assignment or to enter into a joint venture with companies/firms 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 members proposed are 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 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 8 (Section II).
- a) A brief description of the Proponent-organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
  - b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Proponents clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Proponents staffing schedule.
  - c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the Proponents and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment. The work plan should be consistent with the work schedule (TPF-8).
  - d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-5).
  - e) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-6). Key

information should include number of years working for the firm and degree of responsibility held in various assignments during the last 5 years.

- f) 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-7). 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.
  - g) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-8).
  - h) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.
- 6.3 The technical proposal shall not include any financial information.

## 7. Financial Proposal

- 7.1 In preparing the Financial Proposal, the Proponents are expected to take into account the requirements and conditions outlined in this RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to 4 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4); and (ii) reimbursable expenses (FPF-5). 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 Proponents shall express the price of their services in Euro without VAT. **Proposals with VAT shall be rejected.**

Important Note for Proponents based in Ukraine: The services to be purchased out of this tender exercise are for an International technical assistance project registered with the Ministry of Economic Development and Trade of Ukraine and are therefore exempted from Value Added Tax (VAT). Proposal prices therefore should exclude VAT. The Contract total price shall likewise exclude VAT. If the winning Proponent is a "VAT payer" business entity in Ukraine, IOM shall provide the Proponent with copies of the project's registration card and procurement plan. The Proponent in return, should indicate in their Invoice, Acts of services fulfilled that the transaction is performed "Without VAT" and submit all the relevant documents along with Tax Bill indicating "Without VAT" to IOM. The winning Proponent shall provide IOM with copies of all the Tax Bills issued under the Contract due to submission of VAT exemption report to State Fiscal Service of Ukraine and Ministry of Economic Development and Trade of Ukraine on a monthly basis according to the Resolution of Cabinet of Ministers # 153 dd.15.02.02, Addendum # 8. Proponents are encouraged to refer to the State Fiscal Service instruction letters on International Technical Assistance which can be found at links below:

- <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69266.html>

- <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69076.html>
- <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69020.html>
- <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/68434.html>.

- 7.4 All proposals must be submitted in Euro. The resulting contract shall likewise be in Euro. However, if the winning Service Provider is based in Ukraine and prefers to be paid in Ukrainian Hryvnia (UAH), the terms of payment in the contract shall reflect this and invoice amount due for payment shall be converted to UAH using the official foreign exchange rate being used by the United Nations for the month when the payment will be made. For reference of the Service Providers UN Operational Rates of Exchange can be found by the link: <https://treasury.un.org/operationalrates/OperationalRates.php>. IOM shall not be responsible for any losses the winning Service Providers may incur due to the fluctuation of the currency exchange.
- 7.5 The Financial Proposal shall be valid for 60 calendar days. During this period, the Proponents 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 Proponents has the right not to extend the validity of the proposals.

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

- 8.1 Each Proponent shall submit only one proposal. If a Proponent submits more than one proposal, IOM reserves the right to either disqualify the Proponent or accept only the first proposal received from the Proponent and reject all the other proposals.
- 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 Proponents themselves. All corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Proponents shall submit the Technical Proposal and Financial Proposal.
- 8.4 The Technical Proposal and Financial Proposal shall be placed in a sealed envelope labeled with the submission address, reference number and title of the project and the name of the Proponent.
- 8.5 Proposals must be received on or before 17:00 hours, 18 January 2018 at IOM Ukraine Office located at:

*International Organization for Migration  
Mission in Ukraine  
Attn: Procurement Unit  
8, Mykhailivska Street  
Kyiv, 01001,  
Ukraine*

Any Proposal submitted by the Proponents after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late". IOM reserves the right to reject any or all proposals received after the deadline and to return all rejected

“Technical” and “Financial” proposals to the Proponents without being opened.

## 9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, the Proponents 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 Proponents to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Proponents 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 45 calendar days after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub-criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *80 points*.
- 10.4 The technical proposals of Proponents shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience and qualification of the Service Providers relevant to the assignment:	<b>20</b>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach, methodology and adequacy for the assignment	20
b) Work plan	10
Total points for criterion (ii):	<b>30</b>
(iii) Organization and staffing, including qualification and competence of key professional staff for the assignment:	
a) Team Leader	30
b) Expert team	20
Total points for criterion (iii):	<b>50</b>

The minimum technical score St required to pass is: 80 points

- 10.5 IOM reserves the right to reject any or all Technical Proposal in case late

submission of the proposal or the Proponent's failure to submit any of the technical requirements and provisions provided under the Instruction to Proponents and Terms of Reference (TOR).

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify the Proponents whose proposals 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 Proponents whose proposals passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Financial proposals shall be opened publicly in the presence of the Proponents representatives who choose to attend.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will check and 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 the Proponents 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 :

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

Where:

Sf is the financial score of the Financial Proposal under consideration;  
FI 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.
- 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 Proponents; 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 Proponents; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Proponents.
- 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 Proponents 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 Proponents 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 If negotiations with the highest ranked Proponent fails, IOM shall invite the second ranked Proponent to negotiate a contract. If negotiations still fail, IOM shall repeat the process for the next-in-rank Proponent until the negotiation is successfully completed. 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 Proponents shall initial the agreed Contract.

### **13. Award of Contract**

- 13.1 The contract shall be awarded, through IOM's issuance of a Notice of Award (NOA), following negotiations and subsequent post-qualification of the Proponent with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Proponents that they were unsuccessful. Notification will also be sent to the Proponents whose proposals did not pass the technical evaluation.
- 13.2 Section V of this RFP contains the Service Agreement template that will be used to formulate the contract between the winning Service Provider and IOM. By submitting their bids, the Service Provider agrees to accept the contract based in the template provided in Section V of this RFP. The contract shall be awarded, through a notice of award, following negotiations and subsequent post-

qualification to the Service Providers with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful.

- 13.3 The winning Proponent is expected to commence the assignment upon signing of the Service Agreement by both parties or on the date indicated in the Service Agreement.

#### **14. Confidentiality**

- 14.1 Information relating to the requirement covered by this proposal solicitation process and the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Proponents who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Proponents 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: Bids Evaluation and Awards Committee  
IOM Ukraine

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of services]* in accordance with your Request for Proposal (RFP) UA1-2017-676.1 dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## TPF-2A: Proponent Organization Profile

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*Provide here a brief (two pages maximum) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).*

**TPF-2B – Proponent Experience**

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**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment/Project Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity (profiles):
Name of Client:		N <sup>o</sup> of Staff:
Address:		Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US Dollars):
Name of Associated Service Providers/Consulting Firms, if any:		N <sup>o</sup> of Months of Professional Staff Provided by Associated Service Providers/ Consulting Firms :
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

**TPF-3: Comments and Suggestions of the Proponent on the Terms of Reference and on Data, Services, and Facilities to be Provided by IOM**

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A. On the Terms of Reference:

[The Proponents should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Proponent's proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section I – Instructions to the Proponents]

- 1.
- 2.
- 3.
- 4.
- 5.

#### TPF – 4: Description of the Approach, Methodology and Work Plan for Performing the Assignment

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[Technical approach, methodology and work plan are key components of the Technical proposal. The Proponent is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
  - b) Work Plan and
  - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section, the Proponents should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Proponents should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Proponents should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Proponents should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Proponents should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

TPF – 5: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 6: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

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

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

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

**TPF-7: 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: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Title : \_\_\_\_\_



**TPF-8: Activity (Work) Schedule**

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

**B. Completion and Submission of Reports**

Reports	Date
1. Final Report	

### Section III. Financial Proposal - Standard Forms

## FPF-1: Financial Proposal Submission Form

*[Location, Date]*

To: Bids Evaluation and Awards Committee  
IOM Ukraine

Ladies/Gentlemen:

We, the undersigned, offer to provide the *[insert the type of services]* services for *[insert the Project Name]* in accordance with your Request for Proposal (RFP) UA1-2017-676.1 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 Proponents, Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Proponents, 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)		
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 FPF-3 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 Proponents shall fill a separate Form FPF-3 for each Group of activities.
- <sup>2</sup> Group of Activities (Phase) should be same as, or corresponds to the ones indicated in Form TPF-8.
- <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 Proponents 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 corresponds 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:

**FPF-5: Breakdown of Reimbursable Expenses**

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

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

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

<sup>2</sup> Indicate unit cost and currency.

Authorized Signature:  
Name and Title of Signatory:

## Section IV. Terms of Reference



## Context

As Ukraine enters its fourth year of continued instability linked to the ongoing conflict in the east of the country, some 1.5 million people remain displaced in hosting communities under difficult conditions across the country. Prolonged stays in host communities have depleted the resources of these groups and reduced their access to basic services as host community service provision is strained, which in turn has led to vulnerabilities and continued need for humanitarian aid interventions.

While hosting communities have been generally welcoming to displaced populations residing in their communities, the prolonged burden of supporting large-scale population influxes is placing a strain on communities and potentially undermining social cohesion as competition over jobs, affordable housing and quality social services intensifies.

In this context, IOM is undertaking a programme that seeks to complement its ongoing humanitarian assistance efforts with longer-term measures designed to help affected people to better cope by supporting income-generating solutions and longer-term recovery benefitting both displaced people and the communities that host them. This support is geared to assist vulnerable populations to become more self-reliant and resilient in the face of stresses that are anticipated to continue as the displacement impacts of the conflict become increasingly protracted.

In October 2017, IOM commenced implementation of a 24-month KFW-funded project entitled, “Strengthening Self-Reliance of Displaced and Conflict-Affected Communities in Ukraine”. The **overall objective** of the project is to contribute to the Government of Ukraine’s efforts to improve self-reliance and livelihood opportunities for displaced and conflict-affected populations, fostering socio-economic stability and well-being in hosting communities. Through a set of targeted project activities, IOM seeks to achieve the **strategic outcome** that displaced people and conflict-affected populations have improved access to income generation support as well as conditions for facilitated access to finance are identified.

In this respect, the project will undertake an assessment of the feasibility of establishing micro-credit schemes for affected populations. The findings of the study will be used to inform the design of potential future programming around micro-financing. The study will additionally carry out a market analysis to assess demand for financing within key sectors and sub-sectors of micro and small enterprises that show growth potential and that require funds.

To this end, IOM is commissioning a micro-finance feasibility study to be carried out to assess available micro-financing options and suitable modalities specifically tailored for the Ukrainian context. The present Terms of Reference (ToR) outlines the aim, key tasks, responsibilities and deliverables of the assignment in line with *Project Output 1.5. - Micro-finance feasibility study, including market analysis, recommendation on viable bank partner and methodology for the establishment of a revolving loan fund mechanism is completed.*

## Aim of the Study

The aim of the study is to:

- a) Assess the feasibility and viability of setting up a micro-financing mechanism for micro and small businesses to support the entrepreneurial activities of displaced people and other conflict affected populations. Specifically, the study aims to provide an evidence-based analysis with concrete recommendations for the design and establishment of a revolving fund mechanism in Ukraine, to be utilised in the design of future programming.
- b) Provide a market analysis (at macro level) to ascertain the scale and scope of demand and supply for goods and services in key sectors and sub-sectors of micro- and small enterprises that show growth potential.

## 1. Key deliverables

In close consultation and coordination with IOM, the contracted party will produce the following deliverables as part of the assignment:

### Market assessment

Submission of a brief inception report, confirming the research methodology, tools to be used and presenting a work plan that will guide the market assessment (Week 3).

Submission of a Draft market assessment report for IOM feedback outlining viable business/self-employment opportunities based on confirmed market demand, profitability and growth prospects (Week 9).

Submission of a final market assessment which provides demand and supply for goods and services within specific income-generating sectors and sub-sector (Week 12).

Development of an electronic presentation of the key findings of the market assessment in Microsoft PowerPoint and PDF (Week 12).

### Feasibility study

Submission of a brief inception report, confirming the research methodology, tools to be used and presenting a work plan that will guide the feasibility study (Week 3).

Submission of a Draft feasibility study report for IOM feedback outlining preliminary recommendations and requirements for the establishment of the revolving fund mechanism in Ukraine (Week 9).

Submission of a final feasibility study which provides an overview of the research tasks outlined below in 2, and which includes a comprehensive package of data collected, including interview transcripts, meeting minutes, questionnaires, etc.; a list of viable bank partners, geographical coverage, locations, contact details and a brief overview of discussions held (Week 12).

Development of an electronic presentation of the key findings in Microsoft PowerPoint and PDF (Week 12).

The written products will be submitted in Ukrainian and English.

## 2. Research tasks

IOM will commission the above-mentioned study to assess the feasibility of supporting micro-lending activities for conflict-affected populations in Ukraine, utilizing existing banking systems. The study will be led by a reputable micro-finance or management consultancy firm and culminate in a feasibility report based on the below main research tasks.

### Market assessment

- a) Undertake a macro-level market analysis to assess the current dynamics of the Ukrainian economic market through qualitative and quantitative research;
- b) Identify and map the economic areas with prospects to start-up micro and small business activities and improve livelihood for IDPs and conflict affected persons;
- c) Identify viable business/self-employment opportunities based on confirmed market demand, profitability and growth prospects;

### Feasibility study

- a) Undertake research on the Ukrainian banking system and legislation surrounding small business ownership.
- b) Analyze the existing Ukrainian banking framework and applicability of the revolving fund mechanism to support entrepreneurs with loans for business activities.
- c) Identification of potential viable bank partners for implementation of the revolving fund mechanism, including capability of banks to assume credit risk.
- d) Identify the risks and threats of implementation of the revolving fund model within the context of Ukraine and ways in which to mitigate risks.
  - o Outline recommendations for the possible implementation of micro-finance support through the revolving fund mechanism for IDP and conflict affected populations in Ukraine, including detailed recommendations on: size of potential target audience for the intervention.
  - o Banking products to be offered to potential participants (including loan sizes, interest rates, repayment schedule and modalities, co funding conditions);
  - o collateral arrangements and responsibilities.
  - o Legal arrangements between IOM and a beneficiary.
  - o Timing for funds rotation.
  - o Estimate of fund losses due to non-repayment and administrative costs.
- e) Describe necessary conditions for establishment of a viable donor funded revolving fund programme.
- f) Assess whether the necessary conditions for such programme could be met in the current Ukrainian context.

## **3. Methodology**

Development of research questions in consultation and agreement with IOM (to be included in the inception report)

### Market assessment

- Data collection (desk review of primary and secondary data, key informant interviews, face-to-face interviews with a sample of IOM's livelihood beneficiaries, relevant government counterparts, business associations and civil society, etc.). Additional details of the methodology will be further discussed and agreed with IOM based on proposals submitted.
- Data analysis and interpretation.
- Development of conclusions and recommendations.

### Feasibility study

- Data collection (desk review of primary and secondary data, key informant interviews, face-to-face interviews with financial experts, consultation with micro-finance institutions and banks, etc.) Exact details of the methodology will be further discussed and agreed with IOM based on proposals submitted.
- Data analysis and interpretation.
- Development of conclusions and recommendations.

#### **4. Competency and Expertise Requirements**

- Duly licensed consulting firm or private sector organization;
- Proven experience in undertaking similar economic feasibility assessments;
- Demonstrated experience in surveying/polling and/or community engagement;
- Proven capacity to mobilize, train and deploy an adequate number of monitors/volunteers/surveyors within a short timeframe;
- Proven capacity to collect, synthesize and analyze respondent data;
- Expertise in data management and database;
- Demonstrated sensitivity to personal data protection issues.

#### **5. Assignment duration**

The timeframe for this assessment is three (3) months.

#### **6. Role of IOM**

- IOM will provide financial and logistical support to organize the necessary workshops/consultation meetings
- Provide available relevant documents and information;
- Review the submitted draft reports of the technical assessment;
- Support in contacting government and other relevant officials for meetings and consultations.

Section VI – Contract for Services template

**Service Agreement/Договір про надання послуг  
Between/між  
The International Organization for Migration/Міжнародною організацією з міграції  
And/та  
[Name of the Other Party]/[Назва другої Сторони]  
On/щодо  
[Type of Services]/[Тип послуг]**

This Service Agreement is entered into by the International Organization for Migration, Mission in Ukraine, 8 Mykhailivska Str., Kyiv, Ukraine 01001, represented by Dr. Thomas Lothar Weiss, Chief of Mission, 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**

1.1 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.

1.2 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)

Цей Договір про надання послуг укладено Міжнародною організацією з Міграції, Представництво в Україні, вул. Михайлівська 8, м. Київ, 01001, Україна, в особі Др. Томаса Лотара Вайса, Голови Представництва, далі – «МОМ» та [ Назва Виконавця], [Адреса], в особі [Ім'я, посада представника Виконавця], далі – «Виконавець». МОМ і Виконавець також далі іменуються «Сторона» або разом – «Сторони».

**1. Вступ та документи, які є невід'ємною частиною Договору**

1.1 Виконавець зобов'язується надати МОМ *[додайте короткий опис послуг]* відповідно до умов цього Договору та Додатків до нього, якщо такі є.

1.2 Наступні документи є невід'ємною частиною цього Договору: *[додайте або вилучіть за необхідності]*

- (a) Додаток А - Тендерна пропозиція
- (b) Додаток В - Графік розрахунків
- (c) Додаток С - Графік та умови виконання
- (d) Додаток D - Прийняте повідомлення про обрання переможцем у тендері

## 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 *USD XXX*, which is the total charge to the 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](write figure in words)* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.

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.

## 2. Надані послуги

2.1 Виконавець зобов'язується надати MOM наступні послуги ("Послуги"):

*[Опишіть послуги, що підлягають наданню. Де це доречно, додайте місце надання, частоту надання послуг тощо. Перерахуйте усі результати і дати їх подання, де це необхідно. Для визначення відповідності опис має бути представлений якомога детальніше щоб визначити необхідний показник. Можливо буде необхідно надати опис Послуг у вигляді Додатку.]*

2.2 Виконавець повинен розпочати надання Послуг з *[дата]* і в повному обсязі та належним чином завершити їх надання до *[дата]*.

2.3 Виконавець зобов'язується надавати Послуги за цим Договором у суворій відповідності з вимогами, зазначеними у цій статті та в усіх Додатках до Договору.

## 3. Винагорода та платежі

3.1 Загальна сума оплати за надання Послуг за цим Договором становить *XXX дол. США*, та буде сплачена MOM.

3.2 Виконавець надає рахунок-фактуру до MOM після надання усіх Послуг. Рахунок повинен включати: *[перелік наданих послуг, погодинну ставку, кількість годин роботи, будь-які дорожні або накладні витрати, (додайте/вилучіть при необхідності)]*

3.3 Платежі здійснюються через *[вказіть кількість днів](пропишіть дату словами)* днів після отримання та затвердження MOM рахунку-фактури. Оплата здійснюється у *[валюта]* *[банківським переказом]* на наступний банківський рахунок: *[додайте реквізити банківського рахунку Виконавця]*.

3.4 Виконавець несе відповідальність за сплату усіх податків, мит, зборів і платежів, які підлягають оплаті Виконавцем у зв'язку з цим Договором.

3.5 MOM має право, без відступу від будь-якого іншого свого права, відкласти виплату частини або усієї Суми оплати до надання Виконавцем послуг, яких стосуються ці платежі, у спосіб, що задовольнятиме MOM.

#### 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 Services in accordance with this Agreement;
- b) It shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement
- c) In all circumstances it shall act in the best interests of IOM;
- d) No official of IOM or any third party has received or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- i) The Price specified in clause 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

#### 4. Гарантії

4.1 Виконавець гарантує, що:

- a) Він є фінансово спроможним і належним чином ліцензованим, з відповідною кількістю працівників, обладнання, відповідним рівнем компетентності, досвіду та навиків, необхідних для надання, протягом встановленого терміну, усіх Послуг згідно з цим Договором;
- b) Він дотримується усіх відповідних законів, розпоряджень, правил та підзаконних актів у процесі виконання своїх зобов'язань згідно з Договором
- c) За будь-яких обставин він діятиме в інтересах МОМ;
- d) Жодний співробітник МОМ або будь-яка інша третя сторона не отримували від Виконавця ніякого прямого або опосередкованого зиску у зв'язку з цим Договором або винагороди за нього;
- e) Він не приховав та не перекрутив будь-які фактичні дані у процесі виконання цього Договору;
- f) Виконавець, його персонал або акціонери раніше не проголошувались МОМ неприйнятними для укладання контрактів з МОМ;
- g) Він має або забезпечить відповідне страхове покриття на період надання Послуг в рамках цього Договору;
- h) Він буде дотримуватись найвищих етичних стандартів у процесі виконання цього Договору, що включає відмову від будь-якої дискримінаційної або експлуаторської практики, або практики, яка є несумісною з правами, передбаченими Конвенцією про права дитини;
- i) Сума, зазначена в пункті 3.1 цього Договору є єдиною винагородою у зв'язку з цим Договором. Виконавець не отримає на свою користь будь-якої комісійної винагороди, знижки або аналогічної оплати у зв'язку із заходами, що мають відношення до цього Договору або у зв'язку з виконанням своїх зобов'язань за цим Договором. Виконавець забезпечує, що будь-які субпідрядники, а також їх персонал та агенти, також не отримують ніякої додаткової винагороди.

4.2 Виконавець також гарантує, що:

- (a) Він вживатиме усі необхідні заходи для заборони та запобігання наявній та можливій сексуальній експлуатації та насильству з будь-яким з його співробітників або іншими особами, контрольованими та залученими ним для



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 favour 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

виконання будь-якої діяльності в рамках цієї Угоди («інший персонал»). Для цілей цього Договору сексуальна експлуатація та насильство включає:

1. Обмін грошей, товарів, послуг, преференційного ставлення, можливостей працевлаштування або інших переваг на послуги або дії сексуального характеру, включаючи принижуюче ставлення сексуального характеру; зловживання уразливістю положення, владою чи довірою в сексуальних цілях, і фізичного впливу сексуального характеру або із застосуванням сили, або в нерівних умовах, або з примусом.

2. Участь у сексуальних відносинах з особою, яка не досягла віку 18 років ("дитина"), за винятком, якщо дитина в законному шлюбі з відповідним працівником або членом іншого персоналу і старше віку згоди як в країні громадянства дитини так і в країні громадянства відповідного співробітника або члена іншого персоналу.

(b) Він категорично засуджує сексуальні відносини між його найманими працівниками або членами іншого персоналу та бенефіціарами MOM.

(c) Він вчасно повідомлятиме MOM про всі та будь-які скарги та питання щодо можливих сексуальної експлуатації або насильства, вживає усіх необхідних заходів щодо розслідування таких випадків та застосування усіх необхідних виправних заходів, у тому числі дисциплінарних заходів, до особи, винної у вчиненні сексуальної експлуатації або насильства;

(d) Він забезпечуватиме включення зобов'язань щодо сексуальної експлуатації та насильства до усіх суб-контрактів.

(e) Він постійно дотримуватиметься усіх вищезазначених зобов'язань. Недотримання зобов'язань, визначених у пунктах (a) –(d) є підставою для негайного припинення дії цього Договору.

4.3 Вищезазначені гарантії є чинними після закінчення строку або припинення дії цього Договору.

## 5. Передоручення та субпідряди

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, 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

5.1 Виконавець не передоручає або не передає субпідрядникам, повністю або частково, будь-які послуги за цим Договором за відсутності попередньої письмової згоди МОМ. Укладання Виконавцем будь-якого субпідряду без письмової згоди МОМ може бути підставою для припинення дії цього Договору.

5.2 У деяких виняткових випадках, за попередньої письмової згоди МОМ, окремі роботи та частина Послуг за Договором можуть бути передоручені субпідрядникам. Незважаючи на вказану письмову згоду, Виконавець не звільняється від будь-якої відповідальності або зобов'язань за цим Договором, а також вказана згода не створює будь-яких договірних відносин між субпідрядником та МОМ. Виконавець залишається зобов'язаним та відповідальним за цим Договором і несе безпосередню відповідальність перед МОМ за будь-яке неналежне виконання послуг за субпідрядом. Субпідрядник не має підстав для позову проти МОМ за будь-яке порушення договору субпідряду.

## **6. Затримка/Невиконання**

6.1 Якщо з будь-яких причин Виконавець не виконує або не в змозі виконати свої зобов'язання за цим Договором, він повинен невідкладно письмово повідомити про це МОМ та вказати усі відповідні обставини. Після отримання такого повідомлення, МОМ вживатиме усі заходи, які вважатимуться доцільними або необхідними в таких обставинах, на власний розсуд, у тому числі накладення штрафів за затримку виконання або припинення дії цього Договору.

6.2 Жодна зі Сторін не буде нести відповідальність за будь-які затримки у виконанні або невиконання своїх зобов'язань за цим Договором, якщо така затримка або невиконання викликані форс-мажорними обставинами, такими як цивільні заворушення, військові дії, стихійні лиха та інші обставини, які знаходяться поза контролем відповідної Сторони. У такому випадку, Сторона повинна негайно повідомити у письмовій формі іншу Сторону про існування таких обставин або подій та про ймовірність затримки.

## **7. Незалежний підрядник**

Виконавець надає усі Послуги за цим

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]

8 Mykhailivska Str., Kyiv, Ukraine 01001

Договором як незалежний підрядник, а не як співробітник, партнер або представник MOM.

### **8. Аудит**

Виконавець повинен вести фінансовий облік, складати відповідні документи, вести статистичний та будь-який інший облік, який стосується Послуг відповідно до загальноприйнятих принципів бухгалтерського обліку для обґрунтування усіх прямих і непрямих витрат будь-якого характеру, у тому числі операцій, пов'язаних з наданням Послуг за цим Договором. Виконавець зобов'язується надати усю вказану звітність MOM або призначеному представникові MOM у будь-який час протягом 7 (семи) років від дати остаточного платежу для перевірки, аудиту або копіювання. На запит, співробітники Виконавця повинні бути доступні для співбесіди.

### **9. Конфіденційність**

Уся інформація, що потрапляє до Виконавця або стає йому відомою у зв'язку з цим Договором, вважається суворо конфіденційною. Виконавець не буде повідомляти таку інформацію будь-якій третій стороні без попередньої письмової згоди MOM. Виконавець дотримуватиметься принципів захисту інформації MOM у випадках, якщо він збирає, отримує, передає або зберігає будь-які особисті дані у процесі виконання цього Договору. Ці зобов'язання залишаються в силі після завершення або припинення дії цього Договору.

### **10. Інтелектуальна власність**

Уся інтелектуальна власність, а також інші права власності, у тому числі, але не обмежуючись, патенти, авторські права, торгові марки і права власності на дані, отримані в рамках надання Послуг, належать MOM, у тому числі, без будь-яких обмежень, права на використання, копіювання, адаптацію, публікацію та поширення будь-яких відповідних матеріалів або частин таких прав.

### **11. Повідомлення**

Будь-яке повідомлення в рамках цього Договору вважається наданим відповідним чином за умови його надання у письмовій формі і надсилання іншій Стороні за адресою:

**Міжнародна організація з міграції (MOM)**

До уваги: [Name of IOM contact person]

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]

вул. Михайлівська 8, м. Київ, 01001,  
Україна

Email: [IOM's email address]

[Full name of the Service Provider]

До уваги: [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

## 12. Врегулювання спорів

12.1. Будь-який спір, розбіжність або вимога, що виникають з цього Договору або у зв'язку з ним, або його порушенням, припиненням або недійсністю, підлягають вирішенню шляхом дружніх переговорів між Сторонами.

12.2. У випадку, якщо спір, розбіжність або претензія не було вирішено шляхом переговорів протягом 3 (трьох) місяців з моменту отримання повідомлення від однієї зі Сторін про існування такого спору, розбіжності або претензії, кожна Сторона може звернутися за вирішенням такого спору, розбіжності або претензії шляхом примирення одним посередником у відповідності з Погоджувальним регламентом ЮНСІТРАЛ 1980 року. Стаття 16 Погоджувального регламенту ЮНСІТРАЛ не застосовується.

12.3. У випадку, якщо таке примирення не вдалося, будь-яка Сторона може передати спір, розбіжність або позов до арбітражу, не пізніше, ніж протягом 3 (трьох) місяців, після дати припинення погоджувальної процедури відповідно до статті 15 Погоджувальної регламенту ЮНСІТРАЛ. Арбітражний розгляд буде проводитися відповідно до Арбітражного регламенту ЮНСІТРАЛ 2010, затвердженого в 2013 році. Кількість арбітрів - один; мова арбітражного розгляду є англійська, якщо інше не погоджено Сторонами у письмовій формі. Арбітражний суд не має права присуджувати штрафні санкції. Арбітражне рішення буде остаточним і обов'язковим.

12.4. Цей Договір, а також арбітражна угода, згадана вище, регулюються міжнародно визнаними загальними принципами права, а також умовами цього Договору, з метою виключення будь-якої однієї національної системи права, яка б відсилала Договір до законів будь-якої конкретної юрисдикції. Визнані на міжнародному рівні загальні принципи права, включають Принципи міжнародних

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 service performed under this Agreement for a period of 12 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.

комерційних договорів УНІДРУА. Вирішення спорів має здійснюватися конфіденційно обома Сторонами. Ця стаття зберігає чинність після закінчення строку або припинення дії цього Договору.

### **13. Використання назви MOM**

Використання офіційного логотипу та назви MOM дозволяється Виконавцеві лише у зв'язку з наданням Послуг та за умови попередньої письмової згоди MOM.

### **14. Статус MOM**

Ніщо у цьому Договорі не впливає на привілеї та імунітети MOM як міжурядової організації.

### **15. Гарантія та звільнення від відповідальності**

15.1 Виконавець надає гарантію щодо будь-яких послуг, виконаних за цим Договором, на період 12 місяців після остаточного платежу MOM в рамках цього Договору.

15.2 Виконавець завжди захищає та звільняє від відповідальності та збитків MOM, співробітників, найманих працівників і представників MOM від будь-яких втрат, витрат, збитків та оплати (включно з судовими зборами та витратами), позовів, судових розглядів та відповідальності, наскільки вони викликані або виникають в результаті дій або бездіяльності Виконавця або його співробітників, службовців, агентів або субпідрядників в рамках виконання цього Договору. MOM оперативно інформує Виконавця про будь-які письмові позови, втрати або вимоги, за які згідно з цим пунктом відповідає Виконавець. Таке звільнення від відповідальності залишається в силі після завершення або припинення дії цього Договору.

### **16. Відмова**

Неспроможність будь-якої із Сторін чітко виконувати будь-які з положень цього Договору в одному або більше випадках не означає відмову від права вимагати дотримання положень цього Договору у майбутньому, це право продовжується і залишається у повній силі та дії.

## **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 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 Service Provider 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](mailto: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.

21.3 This Agreement is made in English and Ukrainian. In case of discrepancy between the language version the English version shall prevail.

## **17. Припинення**

17.1 МОМ може припинити дію цього Договору у будь-який час, повністю або частково.

17.2 У разі припинення дії цього Договору, МОМ оплачує лише Послуги, надані відповідно до цього Договору, якщо не обумовлено інше. Інші суми, сплачені наперед, підлягають поверненню МОМ протягом 7 днів з дати припинення дії Договору.

17.3 У разі такого припинення, Виконавець повинен відмовитися від будь-яких претензій щодо відшкодування збитків, включаючи втрачений очікуваний прибуток.

## **18. Незалежність частин Договору**

Якщо будь-яка частина цього Договору виявляється нечинною або такою, що не може виконуватись, то така частина вилучається з Договору, а всі інші частини Договору залишаються повністю чинними.

## **19. Повнота Договору**

Цей Договір втілює у собі повну угоду між Сторонами і замінює усі попередні угоди і домовленості, якщо такі є, що відносяться до предмету цього Договору.

## **20. Спеціальні положення (Необов'язково)**

Відповідно до вимог Донора, що фінансує проект, Виконавець погоджується та приймає наступні положення:

[Додайте всі вимоги донорів до партнерів і субпідрядників МОМ. У разі будь-яких сумнівів, будь ласка, зв'яжіться з [LEGContracts@iom.int](mailto:LEGContracts@iom.int)]

## **21. Заключні положення**

21.1 Цей Договір вступає в силу з моменту його підписання обома Сторонами. Він залишається в силі до виконання усіх зобов'язань Сторін за цим Договором, якщо його дія не буде припинена раніше відповідно до статті 17.

21.2 Зміни можуть бути внесені у письмовій формі за взаємною згодою між Сторонами.

21.3 Цю Угоду укладено англійською та українською українською мовами. У випадку розбіжностей між двома мовними версіями, англійській версії надаватиметься перевага.

Signed in duplicate in Kyiv, on xx xxxx 2017. Підписано у двох примірниках у м.Києві хх  
xxxx 2017.

*For and on behalf of/Við*  
The International Organization  
for Migration/Міжнародної організації з  
міграції

Signature/Підпис

\_\_\_\_\_  
Dr. Thomas Lothar Weiss / Др. Томас Лотар  
Вайс  
Chief of Mission/Голова Представництва

*For and on behalf of/Við*

Service Provider(Виконавця)

Signature/Підпис

\_\_\_\_\_  
name)/(ПІБ)  
(title)/(посада)

SECTION VI  
A. Bank Guarantee for Advance Payment  
(if applicable)

To: *[name and address of Employer]*

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract (“Advance Payment”) of the above-mentioned Contract, *[name and address of Proponents]* (hereinafter called “the Proponents”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.

We, the *[Bank or Financial Institution]*, as instructed by the Proponents, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Proponents, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Proponents, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Proponents.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_



**B. BID-SECURING DECLARATION**  
(obligatory for submission)

Request for Proposals No. [Insert reference number]

To: IOM International Organization for Migration

I, the undersigned, declare that:

1. I understand that, according to your conditions, proposals must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I accept that: (a) My company will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; if I have committed or will commit any of the following actions:
  - (i) Withdrawn/Will withdraw my Proposal during the period of proposal validity required in the RFP Documents; or
  - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the RFP Documents after having been notified of your acceptance of our proposal during the period of proposal validity.
3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the proposal validity period, or any extension thereof pursuant to your request;
  - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
  - (c) I am declared as the Proponent with the most favorable proposal, and I have signed the Contract.

\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF PROPONENT'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

**Vendor Information Sheet**  
(provided in a separate file)

**Code of Conduct for the Supplier**  
(provided in a separate file)