Appendix 3: Public Contract Description and Requirements

#### Introduction

In this document the service is described which must be offered by the Service Provider (SP), including the accompanying requirements. The document consists of two parts. The first part outlines the various service components. The second part includes a further elaboration of the various service components and other conditions for the service.

## Conformity requirement regarding the Contract Description and Terms of Reference

Contractor (Service Provider (SP)) and his Staff will conform himself fully, unconditionally and without reservation to the service stated in the document, which includes the accompanying requirements, starting points and conditions.

## **Working language requirement**

During the entire period of the Agreement English will be the working language, which applies to both written and verbal communication.

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## Part 1 outlines the Service.

Part 1 Overview of services				
Composition <u>basic</u> flat rate service fee – ERIN project  Counselling and Referral services by the contracted Service Provider (SP)				
1.1 Man-hours required for information and Communication  The SP must provide information to the PMU (overall project management related) and focal points ERIN partners, or other designated SP, pre-departure counselling entities, or national police as specified in the National Annex (NA) of ERIN partners (returnees/ reintegration process related) if requested.  After a returnee has returned to the country of origin s/he can register him-/herself at the SP's office. The SP verifies the eligibility of the returnee as described in the National Annex of ERIN partners and consequently informs the returnee of the outcome of the verification check. In order to promote the ERIN project among all target groups and stakeholders the SP must produce communication materials: country leaflet, briefing note to national counsellors, webpage on ERIN, taking into account all EU visibility and accountability rules (e.g. ERIN logo, EU flag and slogan). The written communication materials will be updated yearly or as necessary to reflect the situation in the country of origin and/or the provided services, only after approval of the Contracting Authority.				
1.2 Man-hours required to contact prior to return  During the project implementation phase (potential) returnees and national counsellors in ERIN partner countries, or other designated predeparture counselling entities, may pose questions relating to the assistance that can be provided by the SP. The SP must organize a Single Point of Contact (SPOC) which is available to answer all questions posed and to provide all relevant information concerning the available assistance via e.g. e-mail, telephone, mobile phone, Skype.  The SPOC must be at least operational for five working days (Monday to Friday or Sunday to Thursday where applicable) from 08:30 am to 17:30 pm local time.				
<b>1.3 Man-hours required to meet with returnees after return</b> After registration at the SP's office the SP must organize meetings with the returnees in order to determine how the reintegration procedure will proceed. This includes the drafting of a reintegration plan, outlining how the reintegration package, according to the needs and wishes of the returnee, can be spent. On the basis of the reintegration plan the SP provides counselling and referral assistance to the returnee and				

documents the content of the meetings in reports in each individual case to be shared with the respective focal point of ERIN partner. Travel costs for the staff members of the service providers are part of the running costs which are part of the flat rate service fee.

#### 1.4 Man-hours required to organize arrival assistance and/or airport pick-up

A ERIN partner can request the SP to organize arrival assistance and/or airport pick-up for the returnee. Arrival assistance relates to the support the SP provides with the entry procedure at the airport and can include immigration support, luggage collection, custom clearance etc. The SP must organize transportation (e.g. car (with driver), taxi) for bringing the returnee (e.g. less mobile) to the place of destination after arrival in the country of origin. In order for the SP to organize the airport pick-up in an orderly manner, the focal point ERIN partner or other designated entities must inform the SP as soon as possible, but not later than 3 days prior to the arrival.

<u>Please note</u>: the costs for the fuel of the car/ taxi/ public transportation for the staff of the service provider is part of the flat rate service fee. The costs for actual transportation for the returnee are considered direct costs and must be covered by the reintegration package provided by the respective ERIN partner. See also the "Man-hours required to organize onward travel assistance".

#### 1.5 Man-hours required to organize onward travel assistance

A ERIN partner can request the SP to organize onward travel assistance for the returnee after arrival in the country of origin. In the event that the returnee needs for example a bus or train ticket to travel to his/her place of destination. The SP must provide assistance to the returnee to purchase this service/ good. In order for the SP to organize the onward travel assistance in an orderly manner, the focal point ERIN partner or other designated entity must inform the SP as soon as possible, but not later than 3 days prior to the arrival. Please note: the costs for the purchase of a bus or train ticket must be covered by the reintegration package provided by the respective ERIN partner.

### 1.6 Man-hours required to arrange emergency housing and immediate necessities after return

A ERIN partner can request the SP to arrange emergency housing, food and clothes after return for the returnee. In the event that the returnee needs emergency housing after return for a short term period (max. 5 days), the SP must arrange the housing facility in the place of destination or another location communicated by the focal point ERIN partner. A ERIN partner can request the SP to provide small cash grants to the returnee to purchase immediate necessities (e.g. clothes and food).

<u>Please note</u>: the costs for the rent (e.g. hotel or apartment) and the small cash grants (if applicable, described in the National Annex of the ERIN partner) must be covered by the reintegration package provided by the respective ERIN partner.

## 1.7 Running costs

Running costs are office costs, travel costs of the staff members, overhead costs (over flat rate service fee and reintegration package) etc. made during the execution of the contract. The SP cannot charge any additional running costs during and after the entire project duration.

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Additional types of services (optional for the ERIN partners to select)	Amount (€) per service
<b>2.1 Monitoring of the returnee – on site</b> A ERIN partner can request the SP to conduct a monitoring visit on site during the reintegration process of the returnee. When a returnee has spent his/her reintegration package on e.g. buying a grocery shop, a farm or attending a vocational training, the SP can be requested to visit the grocery shop, the farm or the vocational training. During this field visit the SP must make pictures of the returnee's property and report back to the ERIN partner on the development of the business/ training and the returnee's management of expectations etc	
<b>2.2 Extensive medical treatment</b> The basic flat rate service fee only covers the counselling and referral assistance with regard to basic medical assistance like referral to a practitioner, to a hospital or to a pharmacy/medical clinic to obtain the appropriate medication/treatment. An additional flat rate service fee can be charged when the returnee is in need of extensive medical treatment e.g. surgery and recovery or long term stay in a hospital.	
2.3 Total – flat rate service fee <u>additional</u> services <u>not covered</u> by ERIN	

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## Overview reintegration assistance to be provided

Within the ERIN project only the counselling and referral assistance are being provided by the contracted Service Provider (SP).

The provision of the reintegration assistance on the other hand does not have to be carried out by the SP. Though the contracted SP must have a nation-wide and local infrastructure/ network which can be contacted in order for the returnee to obtain the relevant reintegration assistance. When identifying the local network the SP must first make use of the programmes/schemes and services made available by the municipality, the region, the province or by the national government. In case the municipality, the region, the province, the national government or the local and nation-wide network cannot provide any possibilities, the SP may then offer the requested reintegration assistance itself.

The payment of the reintegration assistance is <u>outside the scope of the ERIN project</u> and therefore not covered by the ERIN project budget. The respective ERIN partner will fulfil the payment of the reintegration assistance to the SP, in accordance with its national policy.

#### Immediate reintegration assistance upon arrival

## 1.4 Man-hours required to organize arrival assistance and/or airport pick-up

A ERIN partner can request the SP to organize arrival assistance and/or airport pick-up for the returnee. Arrival assistance relates to the support the SP provides with the entry procedure at the airport and can include immigration support, luggage collection, custom clearance etc. The SP must organize transportation (e.g. car (with driver), taxi) for bringing the returnee (e.g. less mobile) to the place of destination after arrival in the country of origin. In order for the SP to organize the airport pick-up in an orderly manner, the focal point ERIN partner or other designated entities must inform the SP as soon as possible, but not later than 3 days prior to the arrival. The SP must provide this service 24 hours a day and 7 days a week.

<u>Please note</u>: the costs for the fuel of the car/ taxi/ public transportation for the staff of the service provider is part of the flat rate service fee. The costs for actual transportation for the returnee are considered direct costs and must be covered by the reintegration package provided by the respective ERIN partner. See also the "Man-hours required to organize onward travel assistance".

## 1.5 Man-hours required to organize onward travel assistance

A ERIN partner can request the SP to organize onward travel assistance for the returnee after arrival in the country of origin. In the event that the returnee needs for example a bus or train ticket to travel to his/her place of destination. The SP must provide assistance to the returnee to purchase this service/ good. In order for the SP to organize the onward travel assistance in an orderly manner, the focal point ERIN partner or other designated entity must inform the SP as soon as possible, but not later than 3 days prior to the arrival.

<u>Please note</u>: the costs for the purchase of a bus or train ticket must be covered by the reintegration package provided by the respective ERIN partner.

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#### 1.6 Man-hours required to arrange emergency housing and immediate necessities after return

A ERIN partner can request the SP to arrange emergency housing, food and clothes after return for the returnee. In the event that the returnee needs emergency housing after return for a short term period (max. 5 days), the SP must arrange the housing facility in the place of destination or another location communicated by the focal point ERIN partner. A ERIN partner can request the SP to provide small cash grants to the returnee to purchase immediate necessities (e.g. clothes and food).

<u>Please note</u>: the costs for the rent (e.g. hotel or apartment) and the small cash grants (if applicable, described in the National Annex of the ERIN partner) must be covered by the reintegration package provided by the respective ERIN partner.

## **General reintegration assistance**

#### Referral to administrative instances and social networks (pre-departure or post arrival)

The SP must provide counselling and referral services to the returnee if administrative (public) affairs need to be dealt with. Administrative (public) affairs can include e.g. registration in the community, apply for missing documentation, local health, social care services and family tracing services.

The SP must provide support services to the returnee for social networks, e.g. making contacts with friends, family and local communities.

## Referral to legal service/ lawyer

The SP must provide counselling and referral services to the returnee if legal affairs need to be dealt with or if the services of a lawyer are required. Legal affairs can include e.g. land property issues and issues relating to pension rights.

## Counselling and referral with regard to the enrolment in school education

After return in the country of origin (underage) children of the returnee may need to enrol in the local school system (again). The SP must provide counselling to the returnee how to determine the educational level of the (underage) children and refer the returnee to the appropriate schools for enrolment.

### Referral to vocational training/ programme and assistance to labour market

The SP must make use of its local or nation-wide infrastructure/network to support the returnee in identifying the appropriate vocational training/ programme and support the returnee through enrolment for a vocational training/programme. The vocational training/programme (e.g. computer training, language course, drafting a CV or drafting a business plan) can contribute to enhancing the returnee's opportunities on the labour market. The SP must provide assistance to the returnee to get access to the labour market. The assistance may consist of referral to specialized employment agencies of job counselling.

## Referral to job placement activities

The returnee has the possibility to apply his/her reintegration package as subsidy wage. The SP must make use of its local or nation-wide infrastructure/

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network to identify the appropriate company (private sector) or governmental body (public sector) in which the job placement of the returnee can take place. The SP must provide counselling on the content of the contract and the allocation of (part of) the reintegration package as subsidy wage during the agreed period of time between the employer and the employee (returnee).

#### Counselling of setting up a micro-business and other income-generating activities

If a returnee wants to apply his/ her reintegration package to set up a business (e.g. grocery shop, chicken farm, internet cafe or beauty saloon), the SP must provide counselling to the returnee on how to start up a business. What type of business is income-generating; what official documents are required; what are the financial issues to be dealt with (e.g. interest of the bank) and how to draft and make a long term planning to generate and secure income.

## Referral to obtain housing/accommodation

After having stayed a long time abroad the returnee (and his/her family) may need a place to stay after return in the country of origin. The reintegration package can be applied to rent a house or an apartment and to purchase some furniture, kitchen utensils etc..

## Reintegration assistance - Target groups with special needs

#### Persons with medical needs

## Counselling on the availability of medical treatment and corresponding procedure

The SP must explain to the returnee with medical needs what medical treatments are in place in the country of origin (medical system) and provide clarification on the medical procedure which needs to be followed and the costs that are involved.

## Referral to medical service/hospital

The returnee with medical needs may want to see a practitioner/doctor or even visit the hospital for treatment. Also, it is possible that the returnee may want to see a practitioner/doctor for a medical check-up upon arrival. The SP must, together with the returnee, determine what the medical needs are and consequently refer him/ her to the appropriate medical facility/treatment.

In case the returnee wants to obtain additional medication after return, the SP must direct the returnee to the appropriate pharmacy/medical clinic to get that, though bearing in mind that the cost price of the medication and the medical treatment must be in line with the local standards.

## Referral to psychological support and social assistance

The returnee with psychological problems may want to get or continue his/her psychological treatment after return in the country of origin. The SP must, together with the returnee, determine what the medical needs are and consequently refer him/her to the appropriate psychological facility including the arrangement of an intake interview.

The returnee with social problems may want to get or continue his/her social assistance after return in the country of origin. The SP must, together with the

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returnee, determine what the social needs are and consequently refer him/her to the appropriate social facility including the arrangement of an intake interview.

## **Unaccompanied minors (UAMs)**

#### To take up contact with parents/ relatives

The return of a UAM must be handled with care. When the UAM can return to his/her parents or relatives, the SP must contact the parents/relatives prior to the return of the UAM. By doing so, the parents/relatives can be prepared for the return of the UAM.

## To organize adequate accommodation for UAMs

When the parents/ relatives of the UAM cannot be identified prior to return, the SP must organize adequate accommodation (in line with local standards) for the UAM after his/her return in the country of origin. The appropriate adequate accommodation must be able to provide at least reception, schooling and reintegration to the UAM.

## To fulfil administrative arrangements with regard to the guardianship

When a UAM is placed in an adequate accommodation, an official governmental instance (e.g. Ministry of Social Affairs or Child Protection) must be held legally responsible for the UAM's well-being. The SP must provide all necessary support to the UAM in order to arrange the guardianship.

## Additional reintegration assistance (not exhaustive)

The below listed reintegration assistance are not considered basic reintegration assistance within the ERIN project. Though, each ERIN partner can pick the additional reintegration assistance for the returnee if deemed necessary. The SP must be able to provide the relevant reintegration assistance if requested by the respective ERIN partner. By opting for the additional reintegration assistance the respective ERIN partner will pay the corresponding additional flat rate service fee to the SP.

## Referral to temporary housing/ accommodation for vulnerable groups (e.g. elderly people, victims of trafficking)

Some vulnerable groups may need additional counselling and referral assistance when looking for an appropriate place to stay after return in the country of origin. The appropriate housing/accommodation may require some adjustments in order to tailor the needs of the returnee. The SP must, together with the returnee, determine what the housing needs are and consequently support the returnee to find the appropriate housing/accommodation.

## Counselling on the development and follow-up of extended business plan

The SP must provide counselling to the returnee on the development and follow-up of an extended business plan. When the returnee has an idea of how to expand his/her business and she/he needs assistance in the drafting and executing phase (e.g. drafting business plan, obtaining the necessary licenses,

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registration at the appropriate (governmental) instances) the SP will provide the requested additional assistance to the returnee.

#### Referral to extensive medical treatment

The basic flat rate service fee only covers the counselling and referral assistance with regard to basic medical assistance like referral to a practitioner, to a hospital or to a pharmacy/medical clinic to obtain the appropriate medication/treatment. An additional flat rate service fee can be charged when the returnee is in need of extensive medical treatment e.g. surgery and recovery or long term stay in a hospital.

## Monitoring of the returnee – on site

A ERIN partner can request the SP to conduct a monitoring visit on site during the reintegration process of the returnee. When a returnee has spent his/her reintegration package on e.g. buying a grocery shop, a farm or attending a vocational training, the SP can be requested to visit the grocery shop, the farm or the vocational training. During this field visit the SP must make pictures of the returnee's property and report back to the ERIN partner on the development of the business/training, the management of the returnee's expectations etc..

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#### Part 2 offers a further elaboration of matters.

The following conformity requirement applies to the Contract Description and the Terms of Reference of the service.

## Conformity requirement regarding the Contract Description and Terms of Reference

Contractor (Service Provider (SP)) and his Staff will conform himself fully, unconditionally and without reservation to the service stated in the document, which includes the accompanying requirements, starting points and conditions.

### Working language requirement

During the entire period of the Agreement English will be the working language, which applies to both written and verbal communication.

#### 1 General terms and requirements

## 1.1 Target group of returnees

Target group

The target group for which the Services must be carried out refer to the following categories of nationals of third countries:

- a) nationals of third countries who have not received a definitive negative decision with regard to their request to be allowed to stay in a member state, their request for a residence permit and/or their request to enjoy international protection, and who may decide to make use of the possibility to return voluntarily;
- b) nationals of third countries who have a right of residence, residence permit in a member state and/or enjoy international protection within the meaning of Directive 2011/95/EU, or who enjoy temporary protection within the meaning of Directive 2001/55/EC, and who decided to make use of the possibility to return voluntarily;
- c) nationals of third countries who are staying in the territory of a member state and who do not meet the conditions (anymore) for access and/or residence in a member state, amongst others the nationals of third countries for whom the removal has been postponed in agreement with article 9 and article 14, paragraph 1, of Directive 2008/115/EC.

The above-mentioned categories of nationals can either return voluntarily to their country of origin or be deported to their country of origin by the authorities who are responsible in this matter. With regard to the forced repatriation of a foreign national it must be made clear that the Service Provider (SP) will in no case be involved in the deportation process. The Service carried out by the SP only commences when the deported foreign national has been allowed entry into the country of origin.

The SP has the explicit obligation to carry out the service for the above-mentioned categories unconditionally and without antipathy against certain persons (for example, persons who do not return voluntarily to their country of origin).

## 1.2 Main language

The SP shall use English for every written communication with ERIN partners and the Contracting Authority. All relevant (financial) supporting documents shall be translated into English.

## 1.3 Confidentiality

Returnee's confidentiality: the SP has systems and processes in place to ensure that all returnees' personal information is kept confidential. Personal information can include name, address, date of

birth, ethnic group, political or religious affiliation. Information must not be shared with any other organization or individual unless the returnee has given his/her consent. This does not apply for the Contracting Authority in the frame of contract management and control. The SP is responsible for ensuring that all personnel including staff and third party organizations are aware of this principle and demonstrate good practice in upholding the confidentiality. The SP shall ensure that information about the returnee is only shared if deemed needed for the implementation and execution of the reintegration services. Otherwise, no information shall be shared.

#### 1.4 Geographic coverage

The SP is expected to provide counselling and referral services and to organize reintegration assistance to returnees in the target country/region for which a contract has been awarded. In principle, the SP must provide the requested services across the whole of the target country/region. The SP specifies in which region(s) of the target country the counselling and referral services cannot be offered, if applicable. The bid must clearly indicate any restrictions concerning the geographical coverage of services. During the project implementation, the SP shall inform the Contracting Authority if changes in the local situation affect the delivery of services in (part of) the return country/region.

The SP shall have the knowledge, infrastructure and contacts in the country of return to refer the returnee to the appropriate reintegration support.

#### 1.5 Assistance to ERIN activities

The SP shall facilitate ERIN missions (e.g. monitoring and evaluation) to the country of return on request and in consultation with the Contracting Authority and ERIN Partner Institutions involved.

The SP shall visit a ERIN Partner country on request and in consultation with the Contracting Authority and ERIN Partner Institutions involved for informing the ERIN target group on ERIN and its services.

#### 1.6 Information and communication

The SP shall develop a 2-page (A5-format) digital country leaflet in official language(s) of the country of return and

in English and French to be disseminated among the target groups, including the counsellors of ERIN partners. The template of the country leaflet will be shared with the Contractor. Hereby the rules of publication defined by the European Commission in Commission Decision 2008/458/EC of March 5th, 2008 need to be respected. The country leaflets include among others a description of the available reintegration services, target group of returnees and contact details of the SP. The Project Management Unit (PMU) gives directions on content and approves the final version before publication and circulation. At all times, the EU visibility guidelines must be respected. If the SP has an existing website, the SP shall refer to the ERIN project on its website for outreach purposes in all official language(s) and if applicable, in the most important local language(s) mentioning its contact details and describing the available reintegration services and the target group of returnees.

The SP shall develop a (min.) 5 – (max.) 10 pages (A4-format) briefing note in English and French for the national counsellors and other pre-departure counselling entities. The briefing note includes general information on the SP (e.g. type of organization, missions, experiences), on the required reintegration services, on (realistic) reintegration opportunities in the country of return (e.g. business start-up, medical care), security and economic situation, labour market/job opportunities. The template of the briefing note will be shared with the Contractor. The briefing note refers to any

relevant existing sources of information on the SP and its services (website, reports). The PMU gives directions on the content and approves the final version before publication and circulation. The SP is obliged to follow the given directions by the PMU.

The SP engages to proactively communicate with the PMU if relevant changes with regard to the reintegration process occurred in the country of return and/or if they have significant organizational changes which may have an impact on their service delivery. The SP shall possess the skills and tools to develop specific information strategies tailored to the situation in the country of return.

All external communication or communication with third parties concerning ERIN shall be approved by the PMU prior to communication/publication/circulation. The PMU may give directions on content and format, but the final approval must be given by the PMU prior to communication/publication/circulation. Communication shall be understandable, simple, fully illustrated, accessible and available for the whole duration of the contract.

#### 1.7 Intellectual property rights

The Contracting Authority is the owner of all intellectual property rights that may be exercised now or in the future in relation to all materials and products with regard to the ERIN project, including but not limited to briefing notes, brochures, flyers, pictures, audio-visual materials, still and moving images of returnees, etc., which are the result of the services performed by the SP, irrespective of where and when they may be exercised. The SP assigns these rights to the Contracting Authority as soon as they arise. The Contracting Authority hereby accepts the assignment of these rights. In so far as the results referred to above are achieved using existing intellectual property rights that do not accrue to the Contracting Authority, the SP grants the Contracting Authority a non-exclusive right of use for an indefinite period. In such an event, the SP guarantees that it is entitled to grant the aforesaid right of use.

If there is a difference of opinion between the Contracting Authority and the SP on intellectual property rights in relation to the results of the services performed, it will be assumed, in the absence of proof to the contrary, that the rights rest with the Contracting Authority.

Without prejudice to the above provisions, the Contracting Authority may, if a third party holds the SP liable for a breach of its intellectual property rights, dissolve the service contract in writing, in full or in part, out of court.

#### 2 Case management

## 2.1 Contact before departure

In some cases the ERIN partner will contact the SP prior to a returnee's departure, in other cases the returnee will contact the SP after arrival. The ERIN partner can ask for a meet and greet service at the airport and/or an initial meeting.

The SP shall organize a Single Point of Contact (SPOC) for direct counselling (for potential returnees before return, for national counsellors or other pre-departure counselling entities in the sending countries or for non-voluntary returnees who contact

the SP prior to and after return). Information requests sent to the SPOC by email are answered within 2 working days. The SP shall communicate directly (e.g. via e-mail, telephone, mobile phone, Skype) with the returnees and national counsellors of the ERIN partner and shall, as a minimum, be able to communicate in the language(s) of the country of return and in English. The purpose of this service is to answer the questions of the returnees before actual return. The direct contact details of the SPOC (at least telephone number and e-mail address, but also the time difference (Summer/ Winter) if applicable) will be mentioned on the SP's web page, in the country leaflet and in the briefing note.

The SP shall organize a direct counselling service from Monday to Friday (or Sunday to Thursday

where applicable) with potential returnees or with national counsellors or other pre-departure counselling of the ERIN partners in local language(s) or in English. The SPOC must be at least operational for five working days (Monday to Friday or Sunday to Thursday where applicable) from 08:30 am to 17:30 pm local time. Any deviation in the direct counselling service shall be discussed with and approved by the Contracting Authority prior to the project implementation.

Except for duly justified cases the respective ERIN partner informs the SP before actual return (e.g. persons with exceptional psychological problems) of the returnee. This information can be provided by the ERIN partner by phone, fax, e-mail or otherwise.

#### 2.2 Meeting with returnees

The SP shall have at least 3 meetings and additional meetings (if deemed necessary according to the planning of the reintegration process)) with returnees. The SP shall keep a contact feedback/sign-in sheet (template will be shared with the Contractor) of all meetings held with returnees. The content of this sheet will be annexed to the contract. If, for operational reasons, 3 meetings per case are not possible, the SP will explain why and propose alternatives in its offer.

The SP shall offer the returnee the option of either coming to the SP's office to have the meeting(s) or for the SP to travel to the returnee's local area. If the SP fails to make contact with the returnee, the SP shall exert itself for making further attempts to establish contact, and will record this on the contact feedback/sign-in sheet. If geographical conditions do not allow, e.g. phone/Skype contacts may constitute an exceptional alternative for the face-to-face meetings and shall be duly motivated to the ERIN partner and in the sign-in /contact feedback sheet.

SP shall provide the ERIN partner with feedback regarding progress of individual returnees after <u>each</u> face-to-face meeting (initial, mid-point and final). The SP shall provide the respective ERIN partner with feedback if returnees fail to attend meetings or if they lose contact with the returnee.

#### 2.2.1 Initial meeting

The SP shall meet all applicants upon applying for the reintegration assistance in the country of return. When no reintegration assistance was defined by the ERIN partner before return, the SP shall assess the type of reintegration support required during a face-to-face meeting, taking into account the needs of the individual and the local circumstances in the country of return.

The SP shall confirm the applicant's identity as stipulated in the National Annex (NA) and request consent for distributing required personal details. The SP shall establish that the application for reintegration support is a voluntary decision by obtaining a signed Declaration of Consent (template will be shared with the Contractor) from the applicant.

The SP shall arrange the initial meeting with the returnee within one month after his/ her arrival in the country of return. Unless indicated differently in the NA, if a returnee fails to activate his/ her reintegration package within 1 month after arrival, his/ her reintegration package will be invalidated. The NA may allow a more permissive period for activation of reintegration support.

The initial meeting may need to be carried out over more than one session and shall include:

- Introduction of the organization;
- Assessment of the returnee's current situation and reintegration support needs according to available reintegration assistance and individual reintegration budget (as described in the NA);
- Translation of this assessment into an individual reintegration plan;
- Explanation of what the reintegration assistance includes, including time limits and what level
  - and type of support the returnee should and should not expect from the SP;
- Discussion of the next steps including:
  - \* Identification of follow-up actions for returnee and/ or SP

- \* Identification of any actions by third parties (referral)
- \* Planning for the next meeting(s), including time(s) and date(s)
- Confirmation of contact details and contact arrangements.

The SP sends the reintegration plan according to the modalities to the ERIN Partner Institution (EPI). After receiving the

approval of the respective ERIN partner, the SP shall inform the applicant within one week, via written confirmation or by email, of the decision setting out the next steps and a focal point for any enquiries in the country of return.

#### 2.2.2 Mid-point meetings

If a 12 months service is provided the SP shall contact the returnee prior to his/ her 4th and 9th month of the service period and arrange 2 mid-point meetings. If a shorter service is provided, the SP shall organize 1 mid-point meeting in the mid-term of the service period.

The content of the meeting, including the development in the reintegration process and the follow-up actions, must be reported back to the respective ERIN partner as described in the corresponding NA (e.g. interim narrative (and financial) report).

#### 2.3.2 Final meeting

In the last eligible month the SP shall contact the returnee to arrange a final meeting. The content of the meeting, including the development in the reintegration process and the follow-up actions, must be reported back to the respective ERIN partner as described in the corresponding NA (e.g. interim/final narrative (and financial) report).

## 3 Reintegration services

#### 3.1 Reintegration plan

The SP shall support the returnees in developing a reintegration plan, which identifies what the returnee wants to achieve with the support offered by the ERIN partner. This concerns issues such as housing, income-generating activities and (social) reintegration.

The SP shall support returnees with their progress towards reintegration by referring them to the competent instances and organizations. The SP shall assist returnees to understand how to access their reintegration assistance. The SP shall also gather qualitative feedback from returnees regarding their experiences with the ERIN partner's case management services, return and reintegration and shall provide the ERIN partner with this feedback.

While working with returnees the SP shall encourage the returnees to develop knowledge, skills and confidence in order to be able to continue their reintegration process independently after the termination of the reintegration services.

The SP shall provide counselling and referral to a range of reintegration services according to the services listed hereafter and according to the needs of the individual. The SP must have an active referral mechanism/system to existing schemes in the country of return and make use of its network to comply with this. All reintegration services shall be delivered in accordance with the NA per ERIN partner describing the modalities applied to individual reintegration assistance.

The SP shall act as third-paying-institution for the ERIN partner with regard to the reintegration support offered by the sub-contractor(s) or organization(s) other than the SP itself if any. Each service offered must include consideration of its suitability for specific returnee profiles e.g. qualifications, vulnerabilities, social networks. and specific return contexts, e.g. socio-economic situation, market opportunities, security situation, logistical viability. Finally services must to the extent possible tie in with already existing offerings for the local population for program efficiency and to avoid creating gaps between returnees and local communities.

#### 3.1 Arrival assistance and airport pick-up

The SP has access to the airport(s) in the countries of origin in order to provide assistance to the returnees relating to the entry procedure. Returnees may need support upon arrival, e.g. customs clearance and luggage collection.

The SP provides, on request of the ERIN partner, a meet and greet service to individuals and families. The purpose of this service is to facilitate the returnee's orientation upon arrival. The SP meets the returnees either at the (international) airport or in the SP's local office (as requested), and asks returnees to sign as confirmation that the meet and greet has taken place. On request, the SP provides assistance to returnees with additional reintegration support e.g. wheelchairs or mobility aids.

On request, the SP arranges onward transportation to returnee's destination, e.g. bus links or taxi ranks. This may be travel to the nearest town or city or longer distance transportation to other parts of the country. The SP has to find out about travel routes, time schedules, and also assist in purchasing tickets and negotiating the price where deemed necessary. The SP pays for the onward travel for the returnee. And costs will be reimbursed as described in the NA of the sending ERIN partner.

On request, the SP accompanies the returnees until they have boarded their next vehicle and the vehicle has departed to the final destination.

If requested, the SP organizes referral to urgent medical care to ensure continuity of treatment. This request has to be submitted by the ERIN partner 10 working days prior to the arrival of the returnee. The ERIN partner informs the SP 10 working days prior to the arrival of the returnee on medical risks should this information is available. The SP must be able to respond to unforeseen medical events.

#### 3.2 Emergency housing and immediate necessities after return

If requested, the SP organizes emergency housing up to a maximum of 5 days (unless stated differently in the NA, a longer period is possible). If requested, the SP arranges small cash grants for returnees in order for them to purchase immediate necessities (e.g. clothes and foord) upon arrival. The amount of the small cash grants is stipulated in the respective NA.

### 3.3 Support in relation to establishment of micro-businesses (business startups)

For many returnees only employment or self-employment can serve as the basis for a successful and sustainable reintegration. Economic self-sufficiency is regarded as an important chance for better reintegration of returnee in the country of origin.

The services for this particular reintegration component shall at least include:

- Individual counselling/identification of returnee's needs and preferences;
- Business training/orientation in relation to local business environment;
- Assistance in development of business ideas;
- Development of viable business plan with detailed cash flow analysis, income statement and balance sheet;
- Assistance in business registration of businesses (if needed);
- Monitoring of supported businesses.

#### 3.4 Assistance to unaccompanied minors (UAM)

The ERIN project also focusses on the provision of reintegration assistance to vulnerable groups, especially to unaccompanied minors.

The SP shall organize referral and counselling services concerning the reception and reintegration assistance to UAM as stipulated above (see 3.3.3. Other reintegration services) and in particular in the NA. The reintegration services for this specific target group shall at least include:

Organize the guardianship of the UAM upon arrival;

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- Act as a contact point for the parents;
- Refer to adequate accommodation (e.g. orphanage, foster care);
- Refer to the Red Cross or other institutions able to trace parents and to re-establish contact between the parents and the UAM;
- Provide mediation between partner organizations and UAM (pre-departure and post-arrival);
- Provide counselling for the parents (if applicable).

The SP ensures that the specific needs of vulnerable groups are met and that the details of special arrangements are confirmed as stipulated in the NA of the ERIN partners.

### **4 Financial requirements**

#### 4.1 Economical

The SP shall develop procedures to aim at the best prices on the market for the different services/goods purchased in the framework of the contract.

#### 4.2 No pre-finance services/goods

The SP shall note that reintegration support is generally provided as 'in kind' support (unless stated differently in the NA). This means the SP shall make all necessary payments <u>directly</u> to the suppliers. The SP shall act as third party for the payments, meaning that the SP pays directly for the services or goods purchased and the returnee will <u>not</u> be pre-financed. Under no circumstances there will be money transaction between the returnee and the supplier unless specified otherwise in the NA.

## 5 Operational and financial reporting

#### 5.1 Operational and financial reporting

The SP shall report (narrative and financial) twice on the general project implementation every six month (1x interim and 1x final six-monthly report) to the Contracting Authority. The template of the report shall be shared with the Contractor (SP) and annexed to the contract. The dates for submitting the reports will be included in the contract. The two reports shall be submitted to the ERIN Contracting Authority within two months following first six months and consequently five months. These reports shall among other include the developments in the general project implementation, a detailed description of the general situation of the reintegration process (challenges, obstacles or other points to be addressed), an overview of all assisted returnees and the balance of the eligible flat rate service fees. All requested information shall be organized and structured per ERIN partner. The SP reports on its performance against the KPIs for the services as defined.

The SP shall provide a returnee's registration file on a monthly basis. The template of the registration file shall be annexed to the contract. Each registration file will be updated and sent to the PMU before day 7 of each month. By completing the registration file the SP will provide detailed information on how the reintegration process of each eligible returnee is proceeding. The reintegration process starts once the reintegration assistance has been activated. Activation of the reintegration assistance is fulfilled if the eligibility of the returnee can be supported by a positive verification check by the responsible ERIN partner together with an identification document accompanied by the date of signature and the signature of both the returnee and the SP.

#### 5.2 Case-based operational reporting

The SP shall send the ERIN partner two individual reports on the reintegration activities undertaken by each returnee. The first report must be sent within two weeks after the activation of the reintegration assistance of that particular returnee. This contains the reintegration plan that was

developed, an indicative budget and the follow-up actions. A final report must be sent maximum 12 months after the date of validation of the reintegration services.

Based on a reintegration process of 11 months, the submission of the reports will run according to six-monthly reporting cycle (see paragraph 5.1 of this document). Should a reintegration process commends in the second half of the project year, the dates for submission of the reports will be determined in consultation with ERIN partner.

On an ad-hoc basis and on request of ERIN partners, the SP sends an intermediate implementation report within one week after the request.

#### 5.3 Case-based financial reporting

The SP shall ensure basic financial and administrative services to:

- Assist returnees in allocating the available reintegration budget for the services required;
- Payment for the reintegration activities and reclaim the expenditures from the ERIN partner.

The SP shall collect the necessary invoices and receipts (without which costs will not be reimbursed), including costs made based on the individual reintegration assistance provided by the ERIN partner. All receipts must be signed by the returnee as confirmation of the receipt of the item or service. All expenditures must be accompanied by proof of payment, cashiers receipt or a bank statement on which the type of costs and amount of expenditures easily can be identified. The SP shall store the original receipts and other supporting documents for at least seven years after the final settlement of the project. Based on the copies of the supporting documents, which are certified by the SP as a copy of the original, payment of the reintegration packages can be reclaimed. On request, the SP (and its sub-contractor(s)), shall present the original receipts and other supporting documents for inspection during and/or after the project period.

All costs duly documented by means of e.g. invoices shall correspond with the returnee's name and returnee's identification number submitted by the ERIN partner (if applicable). Supporting documents and evidence that are not submitted in English shall be clearly labelled in order to provide information on the subject of the supporting documents. A copy of the returnee's identification paper(s) on which the identity and signature of the returnee can be verified is part of the mandatory supporting documents.

The SP shall keep an updated record of the amount of the reintegration assistance for each returnee and ensure this does not exceed the total amount permitted per returnee. The SP shall keep an updated record of the individual reintegration expenses made for each returnee on the returnees registration file stating clearly the reference number of the receipt, a description of what items or services the receipt was for, to whom it was paid, the amount and which reintegration category it falls within.

The SP shall remind the returnee of the time limits within which the reintegration assistance can be provided.

#### 5.4 Audit

The SP agrees to an external EU audit as well as to an internal audit by the ERIN partner or a third party mandated by the Contracting Authority for auditing purposes. This includes appropriate access to the sites or premises where the service is carried out and to all documents relating to the technical, operational and financial management of the service.

## **6 Payment modalities**

#### 6.1 Payment conditions

The contract shall be paid under the following conditions:

- Advance payment of 20% of the final budget or a minimum of 5 flat rate service fees after awarding of the contract and on request of the Contractor.
- Advance payment of 50% of the agreed flat rate service fee per returnee on the fulfilment of
  the contract requirements described below as KPI's 02 up to 08. The number of returnees for
  which the fee will be payable will be established on the basis of the six-monthly report
  referred to above (5 Operational and financial reporting).
- Balance payment of the agreed flat rate service fee per returnee on approval by the PMU of
  the operational and financial reporting on the flat rate service fee and on the reintegration
  packages. The balance payment will be based on the number of returnees for whom an
  advance payment of 50% of the agreed flat rate service fee per returnee was paid out
  previously and after deduction of the advance payment of 20%.

For each payment of the flat rate service fees the PMU must receive a request for payment submitted by invoice.

The payment of the costs for the individual reintegration assistance (reintegration packages) shall be fulfilled by the respective ERIN partner as described in the NA and subject to submission of a request by the SP.

A deduction to the flat rate service fee per returnee, the remaining 30%, can be applied when the SP fails to comply with the KPIs and:

- failing to provide the reports (1x interim and 1x final) on time and/or in due form and/or with all details and annexes prescribed: -10% of the flat rate service fee for the number of returnees established on the basis of the six-monthly report referred to above (5.1. Operational and financial reporting);
- failing to spend at least 80% of the flat rate service fee per returnee to provide the services for the returnee concerned: -10% of the flat rate service fee per returnee;
- failing to spend at least 60% of the flat rate service fee per returnee to provide the services for the returnee concerned: -20% of the flat rate service fee per returnee;

As for the payment of the reintegration packages which falls outside the scope of this contract, the SP must present at least the below mentioned supporting documents before payment can be approved by the ERIN partner.

- ERIN coversheet (will be shared with the Contractor (SP)): the statement that the project is co-financed by the European Commission, the ERIN logo and the EU-flag (EU visibility guidelines) and the AMIF slogan must be included;
- The reintegration plan signed for approval by the returnee and the SP;
- A specification of the costs made: invoice(s) of expenditures concerning the reintegration
  package must be submitted. Relevant details shall be mentioned in English or translated into
  English;
- Proof of payment: only a copy of bank statements is considered eligible proof of payment;
- Proof of implementation of the action: pictures of the purchased goods and/ or results of the reintegration assistance shall be submitted;
- Additional documents: all communication and attachments (ID's and other proofs), which van be relevant for the determination of the payment of the reintegration package, between the SP and the respective ERIN partner shall be submitted.

The settlement of the flat rate service fee starts on the date of registration when the SP has received a positive verification check by the responsible ERIN partner.

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After termination of the contract the contractor must reimburse unused advances and subsidies to the Contract Authority.

## 7 Contract currency

The project currency is EURO. The Contracting Authority is not responsible for exchange rate fluctuations, and these differences in the exchange rate are not reimbursed.

The SP presents the estimated project budget and the project expenditures in EURO.

The SP converts the expenditures, which were not made in the currency of the project into EURO.

The SP can find the official exchange rates for each month on the following Internet page of the European Commission:

## http://ec.europa.eu/budget/contracts\_grants/info\_contracts/infoeuro/index\_en.cfm

The date and rate used for converting the amount into EURO are those of the day of expenditures or of conversion. They must be mentioned.

Regarding the flat rate service fee, other exchange rates can only be applied after approval by the PMU. Regarding the reintegration packages, other exchange rates can only be applied after approval by the ERIN partner.

## 8 The Key Performance Indicator (KPI)

#### **Overview service specifications Counselling and referral**

#### 1.1 Man-hours required for information and Communication

The number of returnees who have subscribed to the SP.

Source: Narrative report (interim and final)

Within 3 weeks the means of communication must be ready after entering the Contract.

**Source**: Narrative report, Sending the Print screens of the website to Contracting Authority and the (concept) brochures (country leaflet, briefing note) must be send by email in the file type Word to the Contracting Authority.

## 1.2 Man-hours required to contact prior to return

The SPOC shall be operational, within one week after commencement of the contract. Also the contact details of the SPOC must be shared with the Contracting Authority within one week. Reports on the number of failures that the SPOC of the SP was unreachable.

**Source**: Narrative report (interim and final) and randomized control of the access of the SPOC, as required, by Contracting Authority.

## 1.3 Man-hours required to meet with returnees after return

The number of organized meetings and the meetings actually held per returnees and per ERIN Partner. In addition, the reasons must be given why a meeting has not taken place.

Source: Narrative report (interim and final)

## 1.4 Man-hours required to organize arrival assistance and/or airport pick-up

The number and type of assistance provided on arrival and the number of airport pickup per returnee and per ERIN partner. The SP is for this task 24 hours a day, 7 days a week available.

Source: Narrative report (interim and final)

#### 1.5 Man-hours required to organize onward travel assistance

The number and type of the provided onward travel assistance per returnee and per ERIN partner.

**Source**: Narrative report (interim and final)

**1.6 Man-hours required to arrange emergency housing and immediate necessities after return** The number and type of the provided service emergency housing and immediate necessities per returnee and per ERIN partner.

Source: Narrative report (interim and final)

#### 2.1 Monitoring of the returnee – on site

The number of the provided on-site visit per returnee and per ERIN partner.

**Source**: Narrative report (interim and final) and evidence in the form, such as, pictures or video recording.

#### 2.2 Extensive medical treatment

The number of referrals and the kind of medical treatment per returnee and per ERIN partner.

Source: Narrative report (interim and final)

#### **General reintegration assistance:**

The number and type of assistance provided per returnee and per ERIN partner.

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Source: Narrative report (interim and final)

Reintegration assistance - Target groups with special needs

Persons with medical needs

Unaccompanied minors (UAMs)

The number and type of assistance provided per returnee and per ERIN partner.

**Source**: Narrative report (interim and final)

Additional reintegration assistance (not exhaustive)

The number and type of assistance provided per returnee and per ERIN partner.

Source: Narrative report (interim and final)

KPI No.	KPI Description	Target/Source of verification	Additional Information			
	Overview service specifications counselling and referral					
01	Delivery of information and communication materials: country leaflet, briefing note and webpage on ERIN	Delivery of final versions 3 weeks after the start of the contract.  Communication materials at least in English, French and other relevant language(s)  In line with visibility requirements of	Should changes occur (e.g. situation in country of origin, delivery of service), regular updates done by SP			
		EU and AMIF  Dated print screen/s and link of website sent to the Contracting Authority.				
	Reintegration services					
02	Verification of identity and eligibility carried out as stipulated in the NA.	100% of applicants verified.				
03	Interviews/meetings (initial, mid-point and final) organised as stipulated in the service specifications	90% of interviews/meetings organised.  Signed sign-in/contact feedback sheet sent within 2 weeks after each meeting to the focal point of respective ERIN partner.  Interview/meeting reporting submitted.	Returnees living in remote areas might not be interviewed face-to-face all the time, but meeting must be reorganised, e.g. by Skype or phone.			
04	Returnees referred to the necessary reintegration activities.	90% of returnees referred to the necessary reintegration activities.  Comparison between goals set in the reintegration plan (first report) of the returnee and the final results in the final report (after the final	Depending on availability of services by third parties.			

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		meeting).			
05	Reintegration support not accessed in its entirety within 12 months after a positive response to the applicant's eligibility shall be cancelled.	100% payment allocated to reintegration support ceased by the 12th month after return (or before the termination of the service contract).	Maximum eligibility period of reintegration assistance is within 12 months after the date of departure from the relevant ERIN partner country.		
06	The quality of services (counselling and referral) offered to the returnees	Interviews with selected returnees, covering the counselling and referral services (both during pre-departure and post-arrival phase) offered by the SP and the quality of the reporting.	During ERIN missions returnees' feedback on quality and expectations of provided services by SP will be collected.		
07	100% availability of the SP.	SPOC: 100% of phone calls and/or emails answered in a timely manner (2 working days for e-mails). Availability of SPOC range from Monday to Friday (or from Sunday to Thursday)			
		SP: 100% provision of arrival assistance and/or airport pick-up, 24 hours a day and 7 days a week			
08	SP assistance to ERIN activities	100% assistance (facilitation, organisation etc.) to ERIN delegation in respective country of origin. Results and developments on returnees/ reintegration processes inspected and monitored	Monitoring mission(s)  Market consultation_ mission(s)  Country assessment mission(s)  External evaluation(s)		
Management					
09	Reporting (both narrative and financial) requirements met	100% narrative and financial reports are produced in time and to standard. All audits show at least adequate financial control and any issues identified are corrected within time scales agreed.			
10	Reporting queries dealt with	100% queries regarding finance and implementation of individual reintegration services are dealt with in a timely fashion.			
11	Monthly Returnees registration file and sign-in sheets sent timely	100% monthly returnees registration file sent timely  Sign-in sheets sent within 2 weeks after each meeting to focal point of	Format for the file and the sheet will be annexed to the contract.		

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		respective ERIN partner country.		
	Cooperation			
12	Quality of cooperation between EPI and SP	Interviews with the participating ERIN Partner Institution, covering the flexibility and timeliness of the implementation of project activities by the SP. The quality of the narrative and financial reports and the administration covering the individual reintegration processes and expenditures and the SP's assistance to other ERIN activities are also taken into account.		
		Communication and Marketing		
13	All newly designed or originated publicity and marketing materials to be approved and agreed by the Contracting Authority.	100% of new marketing actions to be shared with the Contracting Authority for approval.	It is accepted that materials produced by the SP should represent its organisation in the manner it requires, but such materials must also meet the needs and visibility guidelines of the European Asylum, Migration and Integration Fund (AMIF) and the ERIN project.	