

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

*[Development of IOM's Emergency Response Induction Training (ERIT)
virtual training]*

Prepared by



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

IOM HQ, Geneva, Switzerland

19 July 2021

REQUEST FOR PROPOSALS
RFP No.: 1307-2021

Mission: *Geneva, Switzerland*

Project Name: *Emergency Response Induction Training (ERIT)*

WBS: *AD.0090.CH10.12.07.169*

Title of Services: *Development of IOM's Emergency Response Induction Training (ERIT)
virtual training*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting firm for the *Emergency Response Induction Training (ERIT)* for which this Request for Proposals (RFP) is issued.

IOM now invites Consulting Firms (hereinafter referred to as Bidders) to provide Technical and Financial Proposal for the following Services: *Development of IOM's Emergency Response Induction Training (ERIT) virtual training*. More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

- Section I. Instructions to Bidders
- Section II. Terms of Reference
- Section III. Scorecard for Evaluators
- Section IV. Standard Form of Contract

Should you decide to submit a proposal for this service, we kindly request that you send an email to *Fatma Said* at fsaid@iom.int within five calendar days from the date of issue. By doing so, IOM can provide you with any answers to questions submitted by other bidders.

The Proposals must be delivered by hand, mail or email to IOM with office address at [Preparedness and Response Division \(PRD\), IOM Geneva](#) at prd@iom.int on or *before close of business 8th August, 2021*. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Bidders.

FATMA SAID
Emergency Preparedness Officer
IOM Geneva.

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

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Section I - Instructions to Bidders

1. Introduction

1.1 Only *eligible* Bidders may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.

1.1 The Bidders costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.

1.2 Bidders 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.

1.3 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 Bidders.

1.4 IOM shall provide at no cost to the Bidder the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Bidders who have acknowledged the Letter of Invitation.

4.2 Bidders may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Bidder Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Bidders and IOM, shall be in *English*. All reports prepared by the contracted Bidder shall be in *English*.

5.3 The Bidders 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, Bidders must give particular attention to the following:

- a) If a Bidder deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
- b) Proposed professional staff must, at a minimum, have the experience of at least *ten years*, preferably working under conditions similar to those prevailing in the country of the assignment. *[experience as described in the TOR]*

6.2 The Technical Proposal shall provide the following information in the following order.

- a) A brief description of the Firm and an outline of recent experience on assignments of similar nature
- b) An understanding of the assignment, description of the approach and methodology to conduct the evaluation
- c) Confirmation of workplan or suggested alternative in line with indicative workplan set out in the Terms of Reference
- d) Detail of suggested team members if any and specific role in the evaluation
- e) Latest CVs for each suggested team member;) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *10 years*.
- f) Financial proposal for the assignment. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. Financial proposals should include the daily rates of all members of the evaluation team, any travel costs, daily subsistence allowance as well as any costs related to data collection or analysis.
 - a. Bidders shall express the price of their services in *United States Dollars (USD)*.
 - b. The Financial Proposal shall be valid for *60 days*. During this period, the Bidder is expected to keep available the professional staff for the

¹ This clause shall be included/revised as deemed necessary

assignment². IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Bidder has the right not to extend the validity of the proposals.

6.3 Excluding the CVs and any other annexes, the technical proposal should typically not exceed 10 pages.

7. Submission, Receipt, and Opening of Proposals

7.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal such proposal shall be disqualified.

7.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in PDF format or indelible ink as applicable. It shall contain no overwriting, except as necessary to correct errors made by the Bidders themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

7.3 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Bidder after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be considered by IOM.

8. Evaluation of Proposals

8.1 IOM will confirm receipt of proposals and if Bidders does not receive confirmation, then they should contact IOM to ensure that their proposal was received and accepted.

8.2 After the Proposals have been submitted, the Bidders that have submitted their Proposals are prohibited from making any kind of communication with IOM staff involved in the RFP. Any effort by the Bidders to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Bidders Proposal.

8.3 Clarifications may be requested from IOM in writing during the evaluation process of proposals and Bidders are expected to provide a response within *three of days*.

9. Evaluation of Technical and Financial Proposals

9.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *thirty (30) calendar days* after the deadline for receipt of proposals.

9.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by using the evaluation scorecard (Section III). Financial proposals should be aligned with the

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

current market rates. Each responsive proposal shall be given a score based on the score card. The highest scored proposals (3-5) will be considered as part of the shortlist.

- 9.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR.

10. Negotiations

- 10.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *1st September 2021, IOM Geneva*.
- 10.2 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 Bidder; 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 Bidder; and f) Provisions of the contract.
- 10.3 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.
- 10.4 Having selected the Bidder 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 Bidder may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 10.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 10.6 The negotiations shall conclude with a review of the draft form of the Contract. In the case of a consulting firm, the contract which forms part of this RFP (Section IV) will be used. If negotiations fail, IOM shall invite the second ranked Bidder to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Bidders until the negotiation is successfully completed.

11. Award of Contract

- 11.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Bidder with the Highest Technically Rated Responsive Proposal within the available budget. Thereafter, the IOM shall promptly notify other Bidders on the shortlist that they were unsuccessful
- 11.2 The Bidder is expected to commence the assignment on *[6th September 2021]*.

12. Confidentiality

- 12.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Bidder 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. Terms of Reference

Development of IOM's Emergency Response Induction Training (ERIT) virtual training

1. Background and justification

Established in 1951, IOM is the leading inter-governmental organization providing services to governments and migrants in the field of migration. With 169 member states and offices in more than 100 countries, IOM is dedicated to promoting humane and orderly migration for the benefit of all.

The Emergency Response Induction Trainings (ERIT) is an integral part of IOM's strategy for enhancing emergency preparedness through capacity building and institutional strengthening. ERIT builds the Organization's capacity to effectively scale up and respond to crisis situations by expanding IOM's pool of qualified staff that can be deployed to support emergency operations. Upon completion of the course, participants are added into the Department of Operations and Emergencies (DOE) Expert Roster and can be deployed as part of surge capacity to help start up or scale up emergency operations as the need arises, and also linked to mentorship programs as required.

The training is usually conducted over a 5- day period, and brings together selected staff members with different profiles (e.g. resources management, operations, and programme support) and works to develop their capacity, building on their specific technical skills and creating a common understanding of the emergency response environment, relevant frameworks and operating procedures. The training curriculum is designed to provide participants with a better understanding of IOM's overall framework in migration crisis management as well as IOM's role within the inter-agency system for humanitarian response. In addition, the training also provides an overview of a wide range of thematic areas that are considered IOM's traditional sectors of engagement in emergency response.

ERIT is conducted on a yearly basis through face to face training. However, due to the current mobility restrictions imposed by the COVID- 19 pandemic, this has brought the need to look into alternative training modalities.

2. Objectives

Review of existing ERIT face to face training materials and relevant support materials and conversion into a virtual training.

3. Scope of Work

The online training will be conducted by an outsourced agency/individual selected through an open competition based on IOM's procurement process. This is expected to be conducted between September- November/ December 2021 from the day of signing of contract.

The following activities will be carried out by a **service provider** and linked with below project output:

Development of the IOM's Emergency Response Induction Training (ERIT) online training

- a) Review the current ERIT training package³ and participant feedback from previous trainings and develop a detailed proposal to modify the existing face-to-face modules into a virtual instructor- led training **in English** (with the development of content specific to on-line platforms e.g. MS Teams, Zoom, WebEx⁴– including a methodology, interactive tools to be used, an outline of the course with corresponding timeframes for each session to be delivered, identifying also technical solutions required to support the sessions, if applicable.
- b) Work with various IOM thematic leads to design, plan, revise and update content, making use of and referring to the IOM [Emergency Manual](#).
- c) Develop a virtual/remote simulation/ table- top exercise through a platform (e.g. remote platform-based simulation through automated functions). (The main simulation is usually conducted on the last day/ day 5 of the training, though the exercises for each module session is built around a main case study/ scenario based on country X, which feeds to the simulation on the last day).
- d) Submit final training package to IOM (powerpoint presentations, facilitator's guide, tabletop scenario exercises, participant workbooks) etc.

5. Required qualification of reviewing agency/individual

- a) Proven experience designing and producing online trainings with international organizations.
- b) Strong experience in the development of learning and training curriculum (participant and facilitator material) in the area of humanitarian action and training capacity experience certified by reputable humanitarian organization is required.
- c) A strong experience in adult learning training programs, staff learning and development in the context of humanitarian action and humanitarian standards principles and guidelines.
- d) Experience with the production of Train the trainer programs.

7. Deliverables

- a) Deliver a detailed proposal to modify the existing face-to-face modules into a virtual training (September 2021).

³ Please refer to the ERIT agenda for the face- to- face 5- day training included in the annex.

⁴ IOM already has licenses for this software.

- b) Develop and deliver the virtual instructor- led training package (November 2021).
- c) Deliver the final training package to IOM, with relevant annexes as well as recommendations (November/ December 2021).

6. Management

IOM's Head of the Preparedness and Response Division will be overall manager of this study, and direct supervision from the Emergency Preparedness Officer, work closely with the Emergency Preparedness Officer and relevant IOM thematic specialists- who will serve as Subject Matter Experts (SMEs) to develop the online training outputs.

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Annex 1: ERIT training agenda (Face to face training)

DAY 0		
16 Jun (Sun)	16:30 - 17:15	Welcome, Introductions and Expectation Setting
	17:15 - 18:30	Introduction to IOM Globally
	18:30	Welcome Dinner
DAY 1 Understanding the Context and IOM's Operational Framework		
17 Jun (Mon)	8:30 - 9:00	Security Briefing
	9:00 -10:15	Understanding the Humanitarian System
	<i>10:15- 10:30</i>	<i>Coffee Break</i>
	10:30 - 11:30	Migration Crisis Operational Framework (MCOF)
	11:30 – 12:30	Principles for Humanitarian Action (PHA)
	<i>12:30 - 13:30</i>	<i>Lunch</i>
	13:30 – 14:30	Accountability to Affected Populations (AAP)
	14:30 -15:00	Protection from Sexual Exploitation and Abuse (PSEA)
	<i>15:00 - 15:15</i>	<i>Coffee Break</i>
	15:15 - 16:15	Protection in Emergencies
	16:15-17:15	Addressing Gender-Based Violence (GBV) in Crises
	17:15-17:30	Wrap up

DAY 2 Managing Operations		
18 Jun (Tues)	8:00 – 8:30	Daily Objectives and Learning Reinforcer
	8:30 – 9:15	Managing Information in Emergencies
	9:15- 10:15	The Humanitarian Programme Cycle (HPC)
	<i>10:15 - 10:30</i>	<i>Coffee Break</i>
	10:30 - 11:30	Shelter
	11:30 – 12:15	Water, Sanitation and Hygiene (WASH)
	<i>12:15 - 13:15</i>	<i>Lunch</i>
	13:15 - 14:30	Camp Coordination and Camp Management (CCCM)
	14:30 – 15:30	Cash Based Interventions (CBI)
	<i>15:30 – 15:45</i>	<i>Coffee Break</i>
	15:45 – 17:15	Displacement Tracking Matrix (DTM)
	<i>17:15 - 17:30</i>	<i>Wrap up</i>

DAY 3 Managing Operations		
19 Jun (Wed)	8:00 - 8:30	Daily Objectives and Learning Reinforcer
	8:30 - 10:00	Movements in Emergencies
	10:00 - 10:15	<i>Coffee Break</i>
	10:15 - 12:00	Principles and Practice of Recovery, Transition and Stability Programming
	12:00 - 13:00	<i>Lunch</i>
	13:00-14:15	Essential Skills for Rapid Response Team (RRT) Members: Team Work and Collaboration
	14:15 - 15:30	Health in Emergencies
	15:30 – 15:45	<i>Coffee Break</i>
	15:45 - 16:45	Deployment: Understanding the Structure of the Country Office and the Role of the RO and HQ in the Emergency Response
	16:45 – 17:00	Learning Reinforcer
DAY 4 Programme Support and Resources Management		
20 Jun (Thurs)	8:00 – 8:30	Daily Objectives and Learning Reinforcer
	8:30 - 9:30	Mental Health and Psychosocial Support in Emergencies
	9:30 – 10:30	Project Development in Emergencies
	10:30 – 10:45	<i>Coffee Break</i>
	10:45-12:00	Reporting in Emergencies
	12:00-13:00	<i>Lunch</i>
	13:00-15:00	Resource Management in Emergencies
	15:15 - 15:30	<i>Coffee Break</i>
	15:30- 16:30	Group Work – Finalization and Presentation of Emergency Project Proposals
	16:30 - 17:15	Post-Test
	17:15 – 17:30	Wrap Up
DAY 5 Emergency Simulation		

21 Jun (Fri)	9:00 – 12:30	Emergency Response Simulation
	<i>12:30 - 13:30</i>	<i>Lunch</i>
	13:30 - 15:00	Simulation Debrief
	<i>15:00 - 15:15</i>	<i>Coffee Break</i>
	15:15 - 17:00	Course Closure

Section III. SCORECARD

Scorecard for Assessment of Consulting Firms for Evaluations

The evaluation manager can adapt the scorecard to reflect the specific evaluation. If the Project Manager does not have the appropriate technical competencies to evaluate the applications, he or she should include a monitoring and evaluation professional, such as an IOM Monitoring and Evaluation Officer, in the review.

The scorecard should be weighted to reflect the relative importance of the different assessment criteria by inserting a value in the Value Column.

0-5 (0 lowest to 5 highest) guide for scoring below

Criteria	Value	Score	Total
Technical			
the proposal indicates a comprehensive understanding of the assignment			0
If relevant, the application details the target number of respondents.			0
If relevant, the application describes how the sampling frame will be derived.			0
The proposed methodology is sufficient to meet the purpose of the evaluation.			0
The team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.			0
Quality assurance			
The bid includes a quality assurance plan.			0
Evaluation team			
The consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct the evaluation.			
The competencies required for this assignment are met through members of the team			
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.			0
The consulting firm has strong experience in conducting evaluations of a similar nature.			
The lead evaluator has experience in managing evaluation teams.			0
Budget			

The budget proposal is realistic, and in line with international practices and standards			0
the budget does not exceed available funds	YES/NO		
Other			
The sample of written work provided demonstrates strong writing and analytic skills.			0
The consulting firm provided relevant references and the references provided were positive.			0
The consulting firm is available within the necessary time frame.	YES/NO		
The consulting firm team member(s) has relevant language skills.	YES/NO		
The consulting firm has relevant knowledge of IOM, migration and/or the United Nations system.			0
TOTAL		0	0

Section IV – Pro-forma Contract

FPU.SF.19.20

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

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

1. Introduction and Integral Documents

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

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

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

2. Services Supplied

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

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

- 2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. Charges and Payments

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

4. Warranties

4.1 The Service Provider warrants that:

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

4.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and

physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.

2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. Assignment and Subcontracting

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

6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute resolution

12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued

confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

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

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

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

18. Severability

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

19. Entirety

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

20. Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place