

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

*Assessment on energy access levels, energy marked
activation/development activities and energy ecosystem in 8 resettlement
sites in Sofala, Manica & Zambezia provinces, Mozambique*

Prepared by



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

*IOM Mozambique
Rua Joseph Kizerbo 139, Maputo, Mozambique*

13.10.2022

REQUEST FOR PROPOSALS
RFP No.: *RFP/MOZ/OCT/2022/015*

Mission: *Mozambique*

Project Name: **Enter Energy: Sustainable Energy for Displaced Communities Project , Mozambique]**

WBS: *[NC.0066.MZ20.Q1.05.003]*

Title of Services: *Assessment on energy access levels, energy marked activation/development activities and energy ecosystem in 8 resettlement sites in Sofala, Manica & Zambezia province, Mozambique*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the **Enter Energy: Sustainable Energy for Displaced Communities Project, Mozambique** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Assessment on energy access levels, energy marked activation/development activities and energy ecosystem in 8 resettlement sites in Sofala, Manica & Zambezia province, Mozambique.* More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be submitted through rfpmoz@iom.int on or *before 17:00 hrs Maputo time, 02 November 2022*. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

[Procurement and Logistics Officer,](#)
[IOM Mozambique.](#)

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 Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers/ Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent through email and submitted to IOM at the email address of rfpmoz@iom.int at least *by 21 October 2022*. IOM will respond in writing by standard electronic means to the said request by *25 October 2022* and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

4.3 For this purpose, an online pre-proposal conference will be held at *13:00 hrs (Maputo time)* on *19 October 2022* and meeting invite shall be sent to all bidders

who expressed interests via email on or before *18 October 2022*. Attendance to the conference is optional.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:
 - a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:
 - a) If a Service Provider/ Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *07 years of experience*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

¹ *This clause shall be included/revised as deemed necessary*

- a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) Other costs, if any (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant.² Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *United States Dollars (USD)*.
- 7.5 The Financial Proposal shall be valid for *90 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment³. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit a duly signed and scanned Proposal in PDF format to the designated IOM email address of rfpmoz@iom.int. **Should the capacity of the attachments exceed 6MB, the Bidder shall share the required documents through Microsoft OneDrive file sharing platform.**
- 8.4 The FINANCIAL PROPOSAL shall be password protected and only the bidders who pass the TECHNICAL evaluation shall be contacted to share the password in order to proceed with FINANCIAL evaluation.
- 8.5 Proposals must be received by IOM at the email address specified under section 8.3 no later than *15.00 hrs Maputo time, 02 November 2022*. Any Proposal received by the IOM after the deadline shall be declared “Late,” and shall not be accepted by the IOM.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

² This clause shall be included/revised as deemed necessary

³ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *fourteen (14) days* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system⁴. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment:	<i>[10]</i>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	<i>[20]</i>
b) Work plan	<i>[15]</i>
c) Organization and staffing	<i>[15]</i>
Total points for criterion (ii):	<i>[50]</i>
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader- Energy Markets Specialist	<i>[20]</i>
b) Energy access specialist	<i>[10]</i>
c) MEL Specialist Energy access specialist	<i>[10]</i>
d) Gender Specialist	<i>[05]</i>

⁴ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

- e) *Financial Inclusion/livelihood expert* [5]
 Total points for criterion (iii): [50]

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

- | | | |
|--------------------------------------|------|------|
| 1) General qualifications | [20] | |
| 2) Adequacy for the assignment | [60] | |
| 3) Experience in region and language | [20] | |
| Total weight: | | 100% |

The minimum technical score S_t required to pass is: 70 Points

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

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

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

Where:

Sf - is the financial score of the Financial Proposal under consideration,

Fl - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁵ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

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

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. If needed, negotiation will be conducted through electronic communication.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be

⁵ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.

13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on *28 November 2022*.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers/ Consulting Firms Organization

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

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

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

TPF-6: Time Schedule for Professional Personnel

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

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

Signature _____ of _____ Authorized Representative: _____

Full Name: _____

Title : _____

TPF-7: Activity (Work) Schedule

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

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

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

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF- 2: Summary of Costs

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

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 and FPF-5 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Other costs ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment..

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

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

⁴ For each currency, Remuneration and Other Costs must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

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

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

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

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

Authorized Signature:
Name and Title of Signatory:

FPF-5: Breakdown of Other Cost

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

Description¹	Unit	Unit Cost²

Authorized Signature:
Name and Title of Signatory:

Section IV. Terms of Reference

Terms of Reference

Call for consultancy: Assessment on energy access levels, energy marked activation/development activities and energy ecosystem in 8 resettlement sites in Sofala, Manica & Zambezia province, Mozambique

Background

Following the severe impact of cyclone Idai on the Central Region of Mozambique 2019, resettlement sites were established in view of improving access to basic services and eventually durable solutions. As per the latest DTM report, currently around 129,327 internally displaced persons (IDPs) live across 85 sites in Central Mozambique. IOM Mozambique partnered with Shell to improve the lives of the displaced communities through energy access. To achieve the above objective, IOM and Shell developed an energy access project that will not only strengthen the self-reliance of the IDPs through improved energy access but also develop sustainable ways (energy delivery model) of delivering energy access in displacement settings by collaborating with humanitarian and private sector partners.

Enter Energy: Sustainable Energy for Displaced Communities Project

IOM in partnership with Shell is currently implementing The Sustainable Energy for Displaced Communities Project -SE4DC which is a collaboration between humanitarian and private sector partners with an aim to deliver energy access. The main objective of the project is to increase energy access in displacement settings through solar home systems and serve as a pilot to test energy delivery models of energy solutions in displacement settings to identify best practices and gather key lessons to inform future project upscaling, expansion and replication in other displacements contexts. The specific aims of this project are to:

- Improve sustainable energy access for household use among IDPs in the resettlement site and nearby host communities.
- Improve the financial literacy of IDP households to pave the way to increased access to capital and financial independence.
- Improve access to livelihoods among IDPs through the productive use of energy.

To achieve the above objectives, IOM employs market-based approach working with both the resettled IDP communities and the private sector to accelerate adoption of solar home systems for household and productive use. The project is currently being implemented in 7 resettlement sites Muawa, Maquina, Bairro de unidade, Magaro , Macocoe and Thusene Shoma in Manica province and Mutua in Sofala province. IOM bridges the gap between supply and demand for solar home systems market by engaging both the displaced communities and the private sector. IOM is implementing the various workstreams listed below with activities geared towards stimulating demand for solar home systems i.e., establishment of the saving and lending groups, awareness creation with the displaced communities and on the other hand incentivizing the private sector to establish presence on the resettlement sites and partnership with other energy market development funds for partnership and leveraging on their existing networks and support to private sector. All the activities are geared towards accelerating adoption of solar home systems by the displaced communities as described below.

1. Awareness creation

Aim is to improve the knowledge of the displaced communities on clean energy technologies and their impacts standard of living, education, opportunities for livelihood and on saving and lending groups. This is to ensure the displaced communities have the relevant knowledge to make informed decisions on energy access.

IOM has established energy information desks in all the target resettlement sites manned by the Energy field assistants herein referred to as Energy Ambassadors-EA. The info desks are the go-to place for the displaced

communities to get information in relation to clean energy technologies, saving groups and also about the energy project. In addition, The info desks act as a point for feedback on the progress of the project.

2. Energy Saving and Lending groups

Aim is to build the financial capacity of the displaced communities to afford clean energy solutions through establishment of saving and lending groups as majority of the resettled population do not have disposable incomes. The saving and lending groups give the displaced communities a platform to save for the initial deposit and the subsequent monthly payments for solar home systems under pay as you go mechanism for household use and or productive use. With the savings, the ESLGs are also linked with the sales agents from the solar company -ENGIE energy Access -a partner working with IOM. The ESLGs have two saving lines i.e an Energy Savings line to purchase energy solutions and a Social Fund to support social cohesion and ensure sustainability and continuity. The Social Fund is constituted by individual quotas and its purpose is to cover for social functions such as child births, initiations, weddings and funerals.

3. Private sector Engagement

The project employs a market-based approach hence working with private sector is key to realize and achieve the main objective of the Project. IOM established an energy fund to stimulate the activities of the private sector in the resettlement sites as well as to de-risk their activities in the sites. Through the support of the energy Fund, IOM is supporting ENGIE Energy Access to establish presence and operate in the resettlement sites to provide sustainable supply of solar home systems to the displaced communities under pay-as-you-go mechanism.

In addition, IOM has collaborated with BRILHO Energy Market Development Fund to leverage on their existing list of companies and financial support (catalytic grants and result based financing) to private sector companies to avoid duplication of efforts and resources but to ensure and promote collaboration between humanitarian and private sector.

4. Best practices and lessons learned from the Project are documented and available for replication.

The project has taken a pilot approach and gathering of learnings and best practices is key to improve on the delivery model current being employed for replication and upscaling. IOM is collecting and documenting various success stories and learnings to inform this specific agenda through monitoring visits, feedback from energy information desks, partners engagement and project evaluations.

Study Objectives

The SE4DC is employing a pilot approach to test the viability of the energy delivery model described above to improve energy access in displacement settings. The model aims to create a market system for clean energy products by bridging the gap between demand and supply for solar home systems. The current model is being implemented in 7 resettlement sites spread across Sofala and Manica province.

However, to completely understand the viability and effectiveness of the model under implementation, IOM is inviting consultants /consulting firms to:

- a) conduct an energy assessment in resettlement sites not currently targeted by the project to understand the current energy access levels and the energy ecosystem for comparison with resettlement sites currently targeted by the project; and
- b) explore and determine the existence energy markets in resettlement sites with NO or minimum support and validation of the need for energy market development /stimulation activities to improve energy access in displacement settings.

Scope of Work

The assessment shall be conducted in **8 resettlement** sites in Sofala, Manica and Zambezia Provinces in Mozambique.

The proposed resettlement sites for the assessment are:

Resettlement site	Province	District	Coordinates		# of households (individuals)
			Latitude	Longitude	
Nhanhembra 1	Manica	Sussundenga	-19.976571	33.39719	254 (750)
Nhanhembra 2	Manica	Sussundenga	-19.926	33.545	260(1287)
Nhamacunta	Sofala	Buzi	-19.793	33.9561	310 (1550)
Macarate	Sofala	Goonda	-19.838	33.9193	461 (2305)
Mussaia	Zambezia	Nante	-17.4119	37.346567	650 (3248)
Munguissa	Zambezia	Macuse	-17.458311	37.21225	125 (587)
Tchetcha 1	Sofala	Caia	-17.5706	35.0927	218 (1129)
Tchetcha 2	Sofala	Caia	-17.5902	35.1085	184 (982)
Mandruzi	Sofala	Dombe	-19.644	34.725	372 (1860)

The assessment will include, but not limited to:

Household Energy Needs Assessment

- i. Assess and evaluate the socio-economic status of the displaced communities looking at the main economic/income generating activities, quantitatively determine average household's monthly income, demographics etc, economic activities
- ii. Assess and evaluate access to financial services available to the displaced communities i.e mobile money, Saving & lending groups, DFIs or commercial banks
- iii. Conduct a participatory assessment of the current energy situation/access levels and needs at the household level looking at energy for lighting and small power uses and their energy patterns, cooking (fuel & cookstove) and productive use appliances.
- iv. Assess the current expenditure on energy for lighting and future aspirational energy demand and expenditure (Willingness and ability to pay)
- v. Assess the current state of local grid services by EDM or FUNAE in or near the resettlement sites and proximity to connection point
- vi. Evaluation of local technical and logistic capabilities, including mobile phone ownership and coverage, local skills and infrastructure around the resettlement sites (sources of diesel fuel, local battery availability (professional solar and other options)
- vii. Assess and map access to local markets for the resettlement sites in and around the resettlement sites
- viii. Engage the community leaders drawn from the resettlement sites and local authorities to confirm data and information collected, such as the number of households, structure of the resettlement sites and activities and support form humanitarian agencies and development partners
- ix. Quantitatively assess the current and planned energy situation and needs of households in the local host communities if applicable.
- x. Assess on energy related impacts on gender and vulnerable groups or effects related to energy scarcity
- xi. Assess the negative impacts associated with energy scarcity both at household and community level. i.e., impact on the environment, safety and security, health, education etc

Energy Market Development Activities Assessment

- i. Assess and determine any energy interventions by the humanitarian agencies in the resettlement sites over the last 1 year, modality of engagement (free-distribution or market-based) and energy products involved
- ii. Assess and determine any Energy Market activation, awareness and marketing campaigns /activities related to clean energy technologies for solar home systems, cookstoves or PUE appliances championed by government, UN agencies or development partners
 - a. Type of engagement- door to door, focus group discussions, leaflets distribution, product demonstration
 - b. Messaging: Raise awareness on quality of clean energy products, behaviour change communication
- iii. Assess and determine any activities /footprint of a clean energy technology company in the resettlement site
 - a. Existence of sales agents
 - b. Any clean energy products demonstrations taken place in the site
 - c. Type of products offered for sale/sold in the sites i.e., SHS, ICS, PUE appliances
 - d. After-sale services offered, existence of facilitation centres or shops

Access to Finance

- iv. Assess and determine the access to financial services available for the displaced communities with a focus on energy i.e Saving and lending groups, credit from commercial banks and DFIs etc
 - a. Saving groups: number of the groups in the sites, objectives of the groups, composition of the groups, any external support provided, training in establishment of the saving groups or if it was a community initiative
 - b. DFI & Commercial banks: determine if they target displaced communities, energy loan products if any

Energy Market Development Programmes targeting the resettlement sites

- v. Map all Energy market development funds-MDF in Mozambique and more so those that also target displacement settings. Assess & determine their support to private sector i.e., grants, RBF, Technical Assistance in displacement settings, geographic locations covered, No. of companies supported targeting displacement settings, No. of sales reported over the last one year if possible
- vi. Viability of markets in displacement settings from MDF perspective, learnings and future/plans aspirations for displacement settings
- vii. Risks of working in displacement settings from energy programmes perspective and mitigation measures.

Private Sector Companies (solar, cookstoves, PUE appliances)

- viii. Map all energy companies with presence in Sofala,Manica and Zambezia provinces. Engage to determine their *modus operandi* in the three provinces, target areas including the resettlement sites, their clean energy technologies sold, performance of the portfolio, support received by the MDFs
- ix. Viability of the energy markets in displacement settings from energy companies' perspective, learnings and recommendations
- x. Risks of working in displacement settings from energy companies' perspective and mitigation measures.

Government agencies

- xi. Map and determine the current electrification plans by both EDM & FUNAE near or in the resettlement sites

- xii.** Determine any future electrification plans by electricity utility company EDM or by FUNAE near or in the resettlement sites.

Methodology

It is expected the energy assessment study will include a range of methods as follows:

- i. Design of an effective and efficient data collection methodology and workplan to be reviewed by Shell and IOM
- ii. A desktop review of energy access in the resettlement sites looking at current and previous interventions if any. This is from reports and publications by the humanitarian actors, NGOs and government. The desk review needs to also collect relevant information about other rural electrification technologies, regarding the policy and regulations in Mozambique, current off-grid electrification initiatives and future plans near or in the resettlement sites by EDM or FUNAE
- iii. A visit to the resettlement site which will include consultative and participatory meetings and household surveys targeting both men and women in the resettlement sites, host community and local leadership.
- iv. Focus group discussions and key informant interviews for more quantitative data collection with IDPS, community leaders, NGO focal points, government focal points etc
- v. Consultative meetings with other stakeholders i.e., humanitarian actors, NGO`s, government energy agencies, energy programmes, financial institutions and the energy private sector companies and project promoters IOM and Shell. etc
- vi. The consultant is also free to employ any other methodology where appropriate, but it has to be discussed and agreed prior.

Deliverables, Level of Effort (LOE) and Timeline

The consultant will be expected to complete the assessment with a Level Of Effort-LOE of 30-man days over a 15-week working period starting from **28th November 2022 – 10th March 2023**, and divided as follows:

	Deliverable	LOE
1	An inception report: The Inception report will describe: <ul style="list-style-type: none"> ▪ Conceptual framework to undertake the assignment ▪ Methodology to be employed ▪ Detailed questionnaires, data collection methods & tools for interviews and discussions, sampling and selection criteria for respondents ▪ Detailed work plan ▪ Outline for the Final Report 	2 days
2	Field/ Resettlement sites in-site assessments, stakeholders' consultations, and Desktop reviews	15 days
3	Data analysis and conclusion	5
4	First draft of the Report	5
5	Preliminary findings workshop	1
6	Final Report (incorporating feedback received from IOM and Shell)-	2

Note: 2 weeks (19th Dec – 2nd Jan) have been accounted for a Christmas break where it is assumed work will not be carried out. Please advise if this reasonable.

The table below shows expected deliverables and provisional timelines:

Deliverables	Timeline
Draft Methodology	16 th December 2022
Desk Study summary	6 th January 2023
Resettlement sites in-site consultations	20 th January 2023
Stakeholders' consultation, Data analysis and conclusion & Draft Report	17 th February 2023
Preliminary findings workshop	17 th February 2023
Final Report Write-up	10 th March 2023

Your proposal

The submission of the detailed technical and financial proposal should take into account the following:

1. Letter of Interest
2. Consultant/Consulting firm Profile
3. CV (s) for individuals to undertake the assignment
4. A summary or at least 3 samples of similar assignments undertaken previously
5. A technical proposal clearly indicating description of the proposed methodology
6. Detailed work plan
7. Detailed budget; inclusive costs for activities, administrative fees.

Evaluation Criteria

Applications will be evaluated technically and scored based on how well the proposal meets the requirements of the summary Terms of Reference iterated above.

Supervision

The consultant/consulting firm will work under the supervision of the IOM Mozambique Project Manager for Energy and Energy Officer, and under the overall supervision of Chief of Mission of IOM Mozambique.

Qualifications

- Valid proof of registration from a relevant authority: Accreditation and registration documents must be attached to the proposal.
- Similar experience of conducting similar assessments targeting displaced communities - At least 3 (1 specific in Mozambique)
- Demonstrate the capacity to deploy staff in the target sites
- Demonstrate measures/guidelines/tools for quality assurance
- Required skills – Thorough understanding of design, management and executing energy assessments; at least 5 years' experience
- Desired knowledge - Understanding of energy access projects; Knowledge of energy market systems; Previous experience working in displacement settings in Southern Africa preferable; knowledge on behaviour change communication and community engagement
- Knowledge of Portuguese and Local Languages is an advantage

Payment Milestones

- First instalment of 30% of the contract value will become due upon submission and approval by IOM of the draft methodology
- Secone instalment of 30% of the contract value will become due upon submission and approval by IOM of the Draft Report
- The third and final instalment of 40% of the contract value, will become due upon submission and approval by IOM of the Final Report

Section V – Pro-forma Contract

GPSU.SF.19.20

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

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

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

1. Introduction and Integral Documents

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

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

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

2. Services Supplied

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

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

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

3. Charges and Payments

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

4. Warranties

4.1 The Service Provider warrants that:

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

4.2 The Service Provider further warrants that it shall:

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

personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.

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

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

5. Assignment and Subcontracting

5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays/Non-Performance

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

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

the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

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

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

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

18. Severability

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

19. Entirety

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

20. *Special Provisions (Optional)*

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

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place