

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: MS# 2022.001 (18-Mar-22): Provision for Online Assessment Tools for Recruitment and Selection - Manila	Date: 19 April 2022
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

The International Organization for Migration (IOM) kindly requests your proposal for the provision of the services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

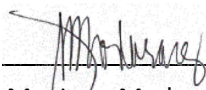
Annex 4: General Conditions of Contract

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

Signature: _____



Name: Ms. Joan Madarang

Title: National Procurement Officer

Date: 19 April 2022

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Bid	16 May 2022, 1600H Manila Time If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/ .
Method of Submission	Bid must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other Click or tap here to enter text. Bid submission address: mscubids@iom.int <ul style="list-style-type: none"> ▪ File Format: pdf ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 5MB ▪ Mandatory subject of email: MS# 2022.001 -Company Name (keep it short) – Technical 1 of 3 MS# 2022.001 -Company Name (keep it short) – Technical 2 of 3 MS# 2022.001 -Company Name (keep it short) – Technical 3 of 3 <example> MS# 2022.001 -Company Name (keep it short) – Financial ▪ It is recommended that the entire submission be consolidated into as few attachments as possible.
Cost of preparation of quotation	The International Organization for Migration (IOM) shall not be responsible for any costs associated with a Bidder's preparation and submission of bid, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	The Bidder must read the IOM Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to IOM by signing the document and submitting together with its bid.
Conflict of Interest	IOM encourages every prospective Bidder to avoid and prevent conflicts of interest, by disclosing to IOM if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFP shall be in accordance with the IOM General Contract Terms and Conditions under Annex 4 – Template Service Agreement unless specifically noted otherwise herein.
Eligibility	Bidders shall have the legal capacity enter into a binding contract with IOM and to deliver services globally. For this purpose, the Bidder must submit any of the following whichever is applicable in the country of business of operation: <ol style="list-style-type: none"> 1. Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any 2. License to operate
Currency of Quotation	The Bidder may express the price of the services in a currency other than US Dollar. However, for the purposes of comparison of all offers, the IOM will convert the currency quoted in the Offer to US Dollar, in accordance with the prevailing IOM Operational Rate of Exchange at the Closing Time
Duties and taxes	IOM is exempt from all direct taxes, and customs duties, and charges of a similar nature in respect of articles imported or exported for its official use. All offers shall be submitted net of any direct taxes and any other taxes and duties.
Language of quotation and documentation including	The bid, as well as any and all related correspondence exchanged by the Bidder and IOM, shall be written in English language.

catalogues, instructions, and operating manuals													
Documents to be submitted	Bidders shall include the following documents in their bid: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1												
Bid validity period	Bid shall remain valid for 90 calendar days from the deadline for the Submission of Bid.												
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the bid has been received.												
Payment Terms	100% within 30 days after receipt of services and submission of payment documentation.												
Contact Person for correspondence, notifications and clarifications	Contact person for correspondence, notifications, and clarifications Contact person/s: Joan Madarang E-mail address: jmadarang@iom.int and mscuprocurement@iom.int Attention: Bid shall not be submitted to this address but to the address for bid submission above.												
Clarifications	Requests for clarification from bidders will not be accepted any later than 25 April 2022 . Responses to request for clarification will be communicated in writing by electronic mail and shared with all parties by 27 April 2022 .												
Evaluation method	<input type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input checked="" type="checkbox"/> The contract will be awarded to the firm achieving the highest combined technical and financial score . The bids shall be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Offer = 0.70; F = the weight given to the Financial Offer = 0.30; T + F = 1) $Sc = St \times T\% + Sf \times F\%$												
Technical Evaluation Criteria	<p>IOM shall evaluate the Bid based on their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system. Each responsive bid shall be given a technical score (St). A bid 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 points of the total maximum points.</p> <p>The technical offer of Bidder shall be evaluated based on the following criteria and sub-criteria:</p> <table border="1"> <tr> <td>(i) Service Provider/Consulting Firm profile relevant to the requirement</td><td>Maximum Points = 20</td></tr> <tr> <td>The Service Provider/Consulting Firm has proven experience and performance on comparable projects for international organizations / public sector entities. ≥3 years of experience ≥3 examples of recent projects over the last 7 years</td><td>20</td></tr> <tr> <td>(II) Adequacy of the proposed platform in response to the Terms of Reference</td><td>Maximum Points = 50</td></tr> <tr> <td>Proposed solution clearly demonstrated compliance to the TOR</td><td>50</td></tr> <tr> <td>(iii) Maintenance and Support</td><td>Maximum Points = 30</td></tr> <tr> <td>1. Proposal clearly demonstrates the required Service Level Agreement (SLA)</td><td>15</td></tr> </table>	(i) Service Provider/Consulting Firm profile relevant to the requirement	Maximum Points = 20	The Service Provider/Consulting Firm has proven experience and performance on comparable projects for international organizations / public sector entities. ≥3 years of experience ≥3 examples of recent projects over the last 7 years	20	(II) Adequacy of the proposed platform in response to the Terms of Reference	Maximum Points = 50	Proposed solution clearly demonstrated compliance to the TOR	50	(iii) Maintenance and Support	Maximum Points = 30	1. Proposal clearly demonstrates the required Service Level Agreement (SLA)	15
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	2. Proposal clearly demonstrates Escalation Flows which details how support is provided and escalated if not resolved in the first level of support, second level of support and so on and so forth.	5
	3. Technical team is globally available to support any technical issue that will be encountered by IOM Field Missions globally.	10
	<p>The minimum technical score S_t required to pass is: 70 points</p> <p>Technical Offer shall not be considered for evaluation in any of the following cases:</p> <ul style="list-style-type: none"> a) late submission, <i>i.e.</i>, after the deadline set b) failure to submit any of the technical requirements and provisions provided under this RFQ and TOR; 	
Financial Evaluation	<p>OM shall determine the completeness of the Financial Offer whether the required to be priced are so priced.</p> <p>IOM 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. The Financial Offer of the Bidder who passed the qualifying score shall be opened, the lowest Financial Offer shall be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Offers shall be computed based on the formula :</p> <p>$S_f = 100 \times FI / F$</p> <p>Where:</p> <p>S_f - is the financial score of the Financial Offer under consideration, FI - is the price of the lowest Financial Offer, and F - is the price of the Financial Offer under consideration.</p>	
Right not to accept any quotation	IOM is not bound to accept any bid, nor award a contract or Purchase Order	
Type of Contract to be awarded	Service Agreement Refer to Annex 4 for the IOM Service Agreement Template	
Expected date for contract award.	30 May 2022	
Expected Contract Duration:	One (1) year	
Publication of Contract Award	IOM will publish the contract award on IOM website, with the RFQ reference number and information of the awarded company name, contract amount and the date of the contract.	
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM which can be accessed at IOM website	
IOM registration	<p>Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level in IOM.</p> <p>The Bidder may still submit a bid even if not registered with the IOM, however, if the Bidder is selected for Contract award, the Bidder must register on the IOM prior to contract signature.</p>	

ANNEX 1: SCHEDULE OF REQUIREMENTS

Terms of Reference (TOR)

Selection of a Provider of Online Assessment Tool for Recruitment and Selection

A. Project Description

The growing portfolio of IOM's operations has called for intensive recruitments across the organization. In 2020, despite the negative impact of the Covid-19 pandemic, 879 requisitions were placed to hire in the professional category worldwide and General service category in Geneva only. Added to this figure is the decentralized recruitment and selection processes in country offices for general service staff and national officers in support to ongoing operations. This increasing number of recruitments requests requires to strengthen approaches used toward selection. As part of this effort, the lack of a common institutional assessment tool was identified as weakness.

To respond to this, IOM is seeking to enter in agreement with a firm specialized in the provision of services of online assessment tools to support its recruitment and selection processes worldwide.

B. Scope of Services, Expected Outputs and Target Completion

The selected firm is expected to provide a secured access to a recruitment assessment tools platform for all IOM offices worldwide. The platform should allow for the following basic functionalities which are expected to be available on a "pay as you go" modality.

- create an assessment, invite internal and external candidates through secured links and allow them to take the assessment.
- Create questions from scratch – multiple choice, Essay Tests, Coding tests, Grammar tests, Typing, Psychometric tests, video pre-interview, etc.
- Recommend standardized tests based on job profiles which can then be customized
- Allow the possibility to create and add two or more test types by assessment (e.g. essay and multiple choice)
- The platform should be embedded with required tools to perform security checks that ensure the integrity of the assessment process: background voice activity monitoring, browser policing, face detection, video proctoring, plagiarism, etc.
- The platform should equally allow to handle anonymous written assessments as per the IOM recruitment policy excerpt of which is listed in annex to these terms of reference.
- Allow to run basic reports in terms of how the platform is used by IOM offices worldwide, how many candidates are tested for a given period, etc.
- Provide a troubleshooting service and technical support on a 24/7 basis during the contract period.
- The service provider is expected to complete the project in 4 to 6 months from contract signature

C. Institutional Arrangement

The service provider will be under the supervision of the head of the recruitment unit. The service provider is expected to collaborate with IOM IT Department to ensure that services integrate well with IOM's institutional setup particularly the applicant tracking system.

F. Duration of the Contract

It is expected that IOM will sign a one-year agreement with the provider. The service provider is expected to indicate a tentative duration of the implementation process.

G. Location of Work

The implementation is expected to be done remotely noting that the recruitment unit (supervisory unit) is based in Manila, the Philippines (GMT+8).

H. Annexes to the TOR

1. Annex 1: Excerpt of IOM recruitment policy governing recruitment testing

- 6.28 The Hiring Manager may request that a test be administered to a number of suitable candidates in the short-list prior to interview. The test will be developed by the Hiring Manager in consultation with the Selection Panel and REC-MHRO for positions in the Professional category. The test should be consistent with the VN/SVN requirements. The test shall be rated preferably by the Hiring Manager, another member of the Selection Panel and/or a technical specialist. The rating(s) must be carried out anonymously.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail			
Legal name of bidder	Click or tap here to enter text.			
Legal Address, City, Country	Click or tap here to enter text.			
Website	Click or tap here to enter text.			
Year of Registration	Click or tap here to enter text.			
Legal structure	Choose an item.			
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts				
Name of previous contracts	Client & Reference Contact Details	Contract Value	Period of activity	Types of activities undertaken

Bidder's Declaration

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Requirements and Terms and Conditions: I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the IOM or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the IOM and we have read the IOM Supplier Code of Conduct, https://www.iom.int/sites/g/files/tmzbd1486/files/2018-07/IOM-Code-of-Conduct-for-Suppliers.pdf and acknowledge that it provides the minimum standards expected of suppliers to the IOM.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: I/We warrant that the bidder has no actual, potential or perceived Conflict of Interest in submitting this Quote or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	Prohibitions, Sanctions: I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy: I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	Offer Validity Period: I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it, and return it as part of their bid along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

The Technical Proposal shall provide the following information:

1. A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature including at least three (3) examples of recent projects over the last 7 years as well maximum of two (2) pages. The Proposal shall include two (2) reference letters as well from previous clients.
2. A detailed description of the proposed solution/tool including photos, screenshots or sample questionnaire, how the platform is accessed, the measures in place to ensure a secure platform outside of the IOM network.
3. An item-by-item commentary demonstrating compliance with the detailed description of the minimum or essential requirement in the TOR. This should normally consist of maximum of two to three pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and IOM required facilities/equipment to run the application.
4. A description of technical support available including standard service level agreement and escalation flows.

Financial Offer

The Financial proposal shall show all-in costs associated with the use of the platform. Mode of payment is based on a pay as you go modality by which each assessment completed triggers a billing. The bill can be paid monthly or be withdrawn from the account created for IOM on the platform. The fee per assessment should be all-inclusive noting that being part of the United Nations, IOM enjoys privileges and immunities including tax exemptions.

Currency of Quotation: Click or tap here to enter text.

Ref	Description of Deliverables	Price
1.		
2.		
3.		
4.		
5.		
Total Price		

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Pricing method: Pay as you go modality	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company Name Click or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.: Click or tap here to enter text. Email Address: Click or tap here to enter text.	Authorized Signature: Date: Click or tap here to enter text. Name: Click or tap here to enter text. Functional Title of Authorised Signatory: Click or tap here to enter text. Email Address: Click or tap here to enter text.

ANNEX 4: GENERAL CONDITIONS OF CONTRACT

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**, an organization which is part of the United Nations system, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]

- (a) **Annex A** - Bid/Quotation Form
- (b) **Annex B** - Price Schedule
- (c) **Annex C** - Delivery Schedule and Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 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.

[Optional for Long-Term Agreements (please delete if not applicable)]

- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code]** **[amount in numbers]** (**[amount in words]**) (the “Service Fee”).
- 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 The Service Fee shall become due **[insert number of days in numbers]** (**[write figure in words]**) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in **[Currency code]** by **[bank transfer]** to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.5 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.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold 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) The Price specified in 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;
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
 - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
 - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 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.

- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed 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 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural

disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee 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

- 9.1 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.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or

in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position 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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the 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, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Indemnity

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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 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 in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

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. Entire Agreement

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. Final Clauses

- 20.1 **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.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties-

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

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

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

For and on behalf of
The International Organization for
Migration

Signature

Name:
Position:
Date:
Place:

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

