

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: SO420000209-SOM-SAMEYNTA

Date: 14 April 2025

### **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Provision of Livelihood Implementing and Job placement in Bossaso**

International Organization for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or 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

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.

Approved by:

IOM Somalia  
Supply Chain Unit

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	<b>27th April 2025, 23:59 EAT (GMT +3)</b>  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	Quotations must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> <b>Email</b> <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other  Bid submission address: <a href="mailto:procurement-tenderonly@iom.int">procurement-tenderonly@iom.int</a> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 25 Mb</li> <li>▪ Mandatory subject of email: <b>SO4200000209-BOSSASO LIVELIHOOD IMPLEMENTATION ARRANGMENT "Company Name"</b></li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y".</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> <li>▪ The proposer should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Supplier Code of Conduct</b>	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN 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.
<b>General Conditions of Contract</b>	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative.
<b>Currency of Quotation</b>	Quotations shall be quoted in <b>USD</b> .
<b>Duties and taxes</b>	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall: <input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes

<b>Language of quotation and documentation including catalogues, instructions and operating manuals</b>	<b>English</b>
<b>Documents to be submitted</b>	<p>Bidders shall include the following <b>Mandatory</b> documents in their quotation:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Annex 1: quotation submission form duly completed and signed.</li> <li><input checked="" type="checkbox"/> Annex 2: Technical and financial offer duly completed and signed and in accordance with the schedule of requirements in annex 1</li> <li><input checked="" type="checkbox"/> Annex 3: Detailed Technical Concept note/Technical/Financial plan</li> <li><input checked="" type="checkbox"/> Annex 4: Valid certificate of registration from Relevant Ministry of Commerce Puntland state or federal government/Letter of Endorsement from the Local Municipality.</li> <li><input checked="" type="checkbox"/> Annex 5: Bidder's declaration of conformity</li> </ul>
<b>Quotation validity period</b>	Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation.
<b>Price variation</b>	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 quotation has been received.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> <b>Permitted</b>
<b>Payment Terms</b>	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input type="checkbox"/> Other
<b>Contact Person for correspondence, notifications and clarifications</b>	<p>Focal Person: Supply Chain Officers          E-mail address: <a href="mailto:iomsomaliasupplychainofficers@iom.int">iomsomaliasupplychainofficers@iom.int</a>  <b>Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.</b></p>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than two (2) days before the submission deadline. Responses to request for clarification will be communicated through e-mail by 21 April 2025
<b>Evaluation method</b>	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer</p> <p><b>Preliminary Examination</b>          IOM shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any Bid at this stage          IOM will conduct the evaluation solely on the basis of the Bids received.          Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary examination including eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price</li> <li>c) <b>Evaluation of Technical Bid as per below</b></li> </ul> <p><b>1.Experience in facilitating technical trainings and apprenticeships (20 points).</b> The applicants should provide clear evidence of previous working experience. Added value will be granted to organisations with experience in undertaking training sector analysis and in boosting youth employment and employability, as well as to organisations with strong relationship with the private sector to facilitate practical work, enterprise, and employment promotions.</p>

	<p><b>2.Proven effective work relationships (30 points)</b> with the local government. A letter of Endorsement from the local municipality is therefor considered as proof.</p> <p><b>3.Clear and cost-effective budget (20 points).</b> The cost application should include a detailed overview of all costs for proposed activities, specifying the targeted number of beneficiaries.</p> <p><b>4.Organizational Capacity (15 points).</b> The candidate should demonstrate both physical capacity (e.g. physical presence in the target area, human resource capacity, financial condition) and technical knowledge and expertise, and experience working with vulnerable categories such as women, displaced communities and disabled persons.</p> <p><b>5.Quality of Concept Note (15 points).</b> The Concept Note should be written in English, clearly outlining the activities and the implementation strategy and approach, and in line with the IOM expected objectives and organisational policies, values and principles. Target groups and indicators should be realistic and measurable. A proposal which contravenes fundamental ethical principles such as Do Not Harm principle, gender inclusion and respect for diversity or fails to comply with the relevant security procedures shall not be selected.</p> <p>Each proposal shall be given a total technical score by IOM review committee A Pass mark of 70% will be used to Evaluate and least Priced Technically Compliant offer will be selected</p> <p>d) Evaluation of prices</p> <p>Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation, if necessary</p> <p><input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p>
<b>Evaluation criteria</b>	<p><input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1</p> <p><input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract</p> <p><input type="checkbox"/> Comprehensiveness of after-sales services</p> <p><input type="checkbox"/> Earliest Delivery /shortest lead time</p> <p><input checked="" type="checkbox"/> Others <i>Details of the criteria indicated at the end of Annex 1</i></p>
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
<b>Right to vary requirement at time of award</b>	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
<b>Type of Contract to be awarded</b>	<p><b>Services Agreement</b></p> <p>Contract will be issued for service that will be signed with the successful bidder.</p>
<b>Expected date for contract award.</b>	20 May 2025
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM.
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

<b>Other Details</b>	<p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Service Agreement Contract with the successful bidder(s) for the Services to be provided as per the TOR.</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the International Organization for Migration that wishes to avail of such terms, after written consent from IOM.</p> <p>Bidders shall submit all the required documents indicated in Annex 1 of this RFQ together with its bid submission. Failure to submit the required documents may result in the bid being declared unsuccessful.</p> <p>Bidders participating in IOM solicitation processes must be registered in IOM Supplier Portal and share the Vendor ID number along with their bids for verification. Below link can be used for new registration:  <a href="#">Supplier Registration Portal</a></p> <p>If already existent Vendor (vendors awarded any PO before 24 December 2024), shall keep their profile updated. <a href="#">LOG IN</a></p>
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## Terms of Reference

### Livelihood Implementation Arrangement

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#### 1. Background

Somalia faces significant challenges with internal displacement, with approximately 3.8 million people forced to flee their homes. The Saameynta (Impact in English) Joint Programme has been developed to address Somalia's internal displacement challenges innovatively, seeking durable solutions that are affordable and sustainable by addressing specific interrelated systemic blockages, challenges, and create new opportunities in Baidoa and Bosaso. Key to durable solutions is to empower internally-displaced persons (IDPs) with capacity, tools and resources to enhance their economic prospects and build resilience in the face of socio-economic challenges, providing employment and livelihood opportunities.

Bosaso, a major economic hub in Puntland, faces high unemployment rates particularly among youth, IDPs and vulnerable host communities, also due to a mismatch between available skills and market needs. Strengthening job placement services, business matchmaking, and job readiness training that encompasses both technical and foundational, core and workplace competencies is essential to bridge this gap. As businesses struggle to find qualified workers, while job seekers lack information about job openings, equipping individuals with market-based skills and creating direct links between job seekers and employers is needed to reduce reliance on informal daily and low-wage work. This is particularly important as the labour market access hinges on trust and perceived skills, with clan and ethnicity acting as proxies, making it even more difficult for IDPs and marginalised groups to compete for jobs. Enhancing these services will not only improve livelihoods but also contribute to economic stability and social cohesion by reducing reliance on informal and precarious employment.

Under Saameynta, the International Organization for Migration (IOM) is seeking proposals from qualified partners for the implementation of a six-month livelihood project in Bosaso. This project aims to provide market-driven skills training and facilitate job placements and apprenticeships in high-demand productive sectors. The selected entity will be expected to develop and implement a comprehensive job readiness training program, support a structured job placement mechanism, and ensure strong cooperation between private sector businesses, the Bosaso Municipality, and training institutions. The project will begin in May 2025 and conclude in October 2025.

The selected entity will be responsible for developing and delivering modular, competency-based training in key economic sectors. Training programs should align with the needs of Bosaso labour market, as identified in recent assessments carried out under Saameynta, like the Gribble Economic Study, Employment and Livelihoods in Bosaso, and the Bosaso Labour Market Assessment. The training must integrate either technical or soft skills, ensuring that participants not only gain industry-specific expertise but also develop workplace readiness skills such as financial literacy and communication. Certification must be provided upon completion to enhance participants' employability.

In addition to training delivery, the partner will be responsible for supporting the municipality in facilitating a structured job placement and apprenticeship system. This will involve direct engagement with businesses in Bosaso, ensuring that trainees are linked to potential employers. A municipal matchmaking mechanism should be supported to facilitate transitions from training to employment through apprenticeships, with businesses committing to hiring a percentage of the trained workforce. A job placement desk should be established to coordinate these efforts in future.

To ensure effective implementation and sustainability, the project must adopt a strong cooperation mechanism involving IOM, the Bosaso Municipality, the private sector, and training institutions. The partner will be required to facilitate monthly coordination meetings with these stakeholders to assess progress, adapt training content to evolving labor market needs, and refine job placement strategies. The Bosaso Municipality will play a central role in supporting workforce integration, ensuring that businesses are incentivized to hire IDPs and providing institutional support to promote inclusive economic opportunities. The private sector's active engagement will be crucial in shaping training curricula, offering apprenticeships, and committing to hiring trained workers.

A comprehensive monitoring and reporting system must be established to track project outcomes, including training completion rates, job placement success, and retention levels. The partner will be required to submit monthly progress reports detailing key achievements, challenges, and adjustments made to the program. A final evaluation report must be submitted at the conclusion of the six-month period, assessing the impact of the project and providing recommendations for future employment interventions targeting IDPs.

**Through this Request for Quotation, IOM aims to engage a local entity that is legally registered in Somalia and Puntland State. The entity will be contracted to provide livelihood programming for individuals in Bosaso and provide a level of oversight and accountability for fund management.** This call is open to all non-governmental entities (NGOs, centres, firms, companies, educational institutions, etc.) that are legally registered in Somalia, and meet the eligibility criteria as outlined in section 4 below.

Organizations interested in implementing must provide a detailed technical concept note and a financial plan. The concept note should outline the proposed methodology for beneficiary selection, training delivery, job placement, and private sector engagement. The financial plan must include a clear budget breakdown, ensuring cost-effectiveness while maintaining high-quality implementation. Applications must also include an organizational profile highlighting relevant experience in vocational training, livelihoods programming, and employment facilitation.

## 2. Objective

The aim of this intervention is to enhance employment opportunities through job readiness training in Bosaso, Puntland, by developing market-driven training curricula, delivering modular training programs for 100 trainees, and facilitating job placements through a strengthened municipal matchmaking office. The project also seeks to build the capacity to sustain job placement services, engaging with the private sector and establishing a scheme to connect trained individuals with employment opportunities, including by the provision of incentive packages to apprenticeship.

## 3. Scope of Work

The partner will be expected to:

### 1. Deliver job readiness training

#### a. Curricula development

- Conduct desk review of relevant economic assessments produced under Saameynta and by other actors to identify market-driven sectors with employability potential.
- Conduct stakeholder engagement, focusing on the private sector, to consolidate a list of three to five productive sectors with employability potential, that will serve as basis for the curricula development.
- Develop modularised training curricula and kit packages for the labour sectors identified.
- Ensure that all the curricula integrate trainings in foundational, core and workplace skills (literacy and numeracy, communication, financial and computer literacy, MHPSS, etc.).



#### **b. Beneficiary selection**

- Community engagement to raise awareness on this project among all the communities.
- In collaboration with IOM, the municipality and private sector stakeholders, define the criteria for beneficiary selection, balancing vulnerability and viability to be employed.
- Identification, selection, group division and registration of beneficiaries to be trained, balancing market needs and personal aspirations.

#### **c. Training period**

- Provide and manage training venues (for both lectures and practical classes) with adequate learning equipment and teaching materials, to facilitate both theory and practical lessons.
- Deliver modular job readiness training through qualified and practically experienced instructors/trainers for each group of trainees in a timeline of maximum three months (training schedule to be adjusted to the needs of trainees over a period of maximum three months, i.e., shorter sessions during late afternoon to allow for fulfillment of other daily duties)..
- If possible, provide mentorship services.
- Conduct final exams (both on technical and on foundational elements) and provide the trainees with certificates at the end of the training modules.

- 2. Strengthen the capacity of the matchmaking office at the municipality** (all the activities should be led by the municipality with technical assistance from the selected organisation and overall oversight from IOM)

#### **a. Capacity building**

- In collaboration with the municipality and IOM, obtain the buy-in of the Chamber of Commerce and the local branch of the Ministry of Labour.
- Conduct Training of Trainers for matchmaking officers on foundational, core and workplace skills.
- Sit with the municipality and other relevant stakeholders to agree on a (technical) skills framework aimed at standardising certificates, to ensure harmonised educational standards.
- Sit with the municipality and IOM to come up with a sustainability strategy with the view of defining a way to make the office financially autonomous in the long term.

#### **b. Facilitate placement services**

- Sit with the municipality, IOM, beneficiaries and other relevant stakeholders to set up an apprenticeship scheme for absorption and retention of trainees into the job market, taking into consideration existing Puntland regulations (i.e., Private Sector Employee Law - Labor Code No. 65).

#### **c. Private sector engagement**

- Support the office in organising business roundtables with the Chamber of Commerce and business associations from the identified market sectors for networking.
- Support the office in organising B2B business matchmaking meetings to bring businesses together, raise awareness on job placement services, and streamline the recruitment process.
- Support the office in organising hackathons directed at youth on specific topics relevant to the identified market sectors.

#### **Project Proposal should follow the guidelines below:**

- 1) Project Duration:** Proposed project should be for **Six months** to be implemented from **1 May 2025** and end by **31 October 2025**.
- 2) Beneficiaries:** Proposed project will target 80% of beneficiaries coming from IDP populations and 20% of vulnerable host community members, with a special focus on youth. Among all participants, at least 50% should be women. Having a strategy for the inclusion of people with disability will be of added value.



- 3) **Geographical Coverage:** The proposed project shall cover the district of Bosaso.
- 4) **Key skills in demand:** In line with the findings from the Gribble Economic Study, the following sectors that shown demand for skilled employees should be prioritised to deliver the technical trainings: IT and communication (digital skills, programming skills, computerised accounting, marketing), solar energy, construction (plumbing, aluminium works like fixing door and windows, house decoration, painting, carpentry), mechanics and electronics (mechanical engineering including engine repair, air conditioner maintenance, electricity).

#### 4. Deliverables

- I. **Inception Report and Work Plan**
  - A detailed inception report outlining the implementation strategy, beneficiary selection criteria, training timeline, and coordination mechanisms. This should be submitted shortly after project start (e.g., within the first two weeks).
- II. **Training Curricula and Materials**
  - Finalized, modular, competency-based curricula for all identified sectors (including soft-skills components), along with teaching materials and assessment tools. These should align with local labor market needs and be ready prior to commencing the job readiness training. Alongside curricula, sit with relevant stakeholders to agree to a city-wide, standardized technical skill framework and harmonized certification process.
- III. **Completion of job readiness Training for 100 Participants**
  - Delivery of at least three months of job readiness training to 100 beneficiaries (80% from IDP populations, 20% vulnerable host community, with at least 50% women). Evidence of training completion includes participant attendance records, exam results, and issuance of commonly recognized training certificates.
- IV. **Municipal Job Placement Mechanism Operationalized**
  - A functioning matchmaking desk/office within the municipality, supported by private-sector engagement activities (e.g., roundtables, B2B meetings) and an apprenticeship scheme. This deliverable should include incentives for apprenticeships and a sustainability plan to keep the office active.
- V. **Final Evaluation and Project Completion Report**
  - A comprehensive report submitted at the end of the six-month period, detailing achievements, challenges, lessons learned, and measured impact (e.g., number of placed trainees, retention rates). This should include recommendations for future programming and sustainability strategies.

#### 5. Eligibility for Application

Local and international Somalia-based organisations/centres/entities are eligible for this Request for Quotation.

Organizations interested in implementing must provide a detailed technical concept note and financial plan. The technical concept note should outline the proposed methodology for beneficiary selection, training delivery, support to job placement schemes through the municipality, and private sector engagement. The financial plan must include a clear budget breakdown, ensuring cost-effectiveness while maintaining high-quality implementation. Applications must also include an organizational profile highlighting relevant experience in technical vocational training, livelihoods programming, and employment facilitation. Letters of support from private sector partners willing to participate in the project will be of added value.

Candidate are requested to have:

- Three years of working experience in providing mentorship and vocational trainings and activities.
- Adequate staff in relation to the needs required for the proposed project.

- Be legally registered to operate in Somalia and Puntland State
- Letter of Endorsement from the local municipality, ensuring local ownership.

## 6. Evaluation Criteria

IOM shall evaluate the Proposals on the basis of their responsiveness to the above-mentioned guidelines and compliance with the other requirements of the Request for Quotation.

IOM shall apply a point-based evaluation as shown below:

- Experience in facilitating technical trainings and apprenticeships (20 points).** The applicants should provide clear evidence of previous working experience. Added value will be granted to organisations with experience in undertaking training sector analysis and in boosting youth employment and employability, as well as to organisations with strong relationship with the private sector to facilitate practical work, enterprise, and employment promotions.
- Proven effective work relationships (30 points)** with the local government. A letter of Endorsement from the local municipality is therefor considered as proof.
- Clear and cost-effective budget (20 points).** The cost application should include a detailed overview of all costs for proposed activities, specifying the targeted number of beneficiaries.
- Organizational Capacity (15 points).** The candidate should demonstrate both physical capacity (e.g. physical presence in the target area, human resource capacity, financial condition) and technical knowledge and expertise, and experience working with vulnerable categories such as women, displaced communities and disabled persons.
- Quality of Concept Note (15 points).** The Concept Note should be written in English, clearly outlining the activities and the implementation strategy and approach, and in line with the IOM expected objectives and organisational policies, values and principles. Target groups and indicators should be realistic and measurable. A proposal which contravenes fundamental ethical principles such as Do Not Harm principle, gender inclusion and respect for diversity or fails to comply with the relevant security procedures shall not be selected.

Each proposal shall be given a total technical score by IOM review committee A Pass mark of 70% will be used to Evaluate and least Priced Technically Compliant offer will be selected. IOM will conduct due diligence on any entities that is short-listed.

## 6. Reporting Requirements

The selected organisation will work in close collaboration with IOM staff throughout all the implementation phases, establishing clear communication channels for formal and informal exchange of information and updates. Any challenge or potentially fraudulent activity shall be promptly reported to IOM at any time it may arise.

In terms of reporting, the successful firm must provide IOM with:

- Inception report with a clear implementation strategy.
- Monthly coordination meetings with all the relevant stakeholders to assess progress and share updates on implementation of activities.
- Monthly progress reports detailing key achievements, challenges, and adjustments made to the program, together with monthly submission of attendance sheets of the trainees.
- Final report, including impact assessment and completion report for all activities undertaken under the project (no later than three weeks after the completion of the project).

## Annex 2 – Quotation Submission Form

All Bidders are required to register in IOM Online Vendor Portal. Below link can be used for registration:

[CLICK HERE FOR REGISTRATION](#)

When submitting your bid, please indicate your Vendor ID number along with your bid for verification.

### BIDDER'S DECLARATION OF CONFORMITY<sup>1</sup>

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.

<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

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 quotation 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:	SO4200000209-SOM-SAMEYNTA	Date: Click or tap to enter a date.

#### Technical Offer

Provide the following:

- i. **Experience in facilitating technical trainings and apprenticeships**
- ii. **Proven effective work relationships**
- iii. **Clear and cost-effective budget**
- iv. **Organizational Capacity**
- v. **Quality of Concept Note**

#### Financial Offer

Provide unit prices for each service as described in the TOR and listed below.

Currency of Quotation: USD

Number	Description	Quantity	Unit	Unit Price *
1	Inception Report and Work Plan	EA	1	
2	Training Curriculum and Materials	EA	1	
3	Completion of job readiness Training for 100 Participants	EA	1	
4	Municipal Job Placement Mechanism Operationalized	EA	1	
5	Final Evaluation and Project Completion Report	EA	1	

\* Prices should be all-inclusive in USD and fixed for one year.

#### Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
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.

Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
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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.	
<p><i>Exact name and address of company</i></p> <p><b>Company Name</b>Click or tap here to enter text.</p> <p><b>Address:</b> Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p><b>Phone No.:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b>Click or tap here to enter text.</p>	<p><b>Authorized Signature:</b></p> <p><b>Date:</b>Click or tap here to enter text.</p> <p><b>Name:</b>Click or tap here to enter text.</p> <p><b>Functional Title of Authorised Signatory:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b> Click or tap here to enter text.</p>

IOM office-specific Ref. No.	
IOM Project Code	

**Sample Agreement (signed and stamped version to be provided without filling the details in order to acknowledge the standard articles)**

**SERVICES AGREEMENT**  
**between**  
**the International Organization for Migration**  
**and**  
**[Name of the Service Provider]**

This Medical Services Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, 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 Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party], 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 the provision of examinations and / or treatments for IOM beneficiaries referred to the Service Provider by IOM (the “**IOM Beneficiaries**”) 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:
  - (a) **Annex I** Price Schedule
  - (b) **Annex II** Beneficiary Medical Assistance Voucher Form
  - (c) **Annex III** IOM’s Data Protection Principles

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 Supplied

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):
  - a) Performance of the examination to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);
  - b) Ensure and verify the identity of each IOM Beneficiary prior to the performance of the examination by the Service Provider’s personnel. In case of doubt of identity switch, IOM must be notified immediately and examination discontinued until further notice by IOM;
  - c) Interpretation of test results by qualified medical personnel using the official forms of the Service Provider, unless otherwise instructed by IOM;
  - d) In case of a conclusive test result indicating existence of pathological condition, IOM shall be immediately informed and follow-up laboratory examinations shall be conducted as soon as possible. The IOM Beneficiary and the relevant laboratory or radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day.
  - e) Completion of the official forms and submission of completed forms to designated IOM staff directly or via courier system as agreed by IOM. Under no circumstances will the results be



handed over, or the Service Provider communicate directly to the IOM Beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard;

- f) Only radiological examination (X-ray) of acceptable standards will be accepted and paid for by IOM. IOM shall not pay for non-acceptable radiological examinations. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the IOM Beneficiary;
- g) The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results which shall be included in Annex II under "Completion By."

- 2.2 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall timely inform IOM of any further or other examination or treatment that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.
- 2.3 Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM's inspection licenses and certificates which indicates that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables.
- 2.4 Prior to performing any medical services, treatment or examination including prescribing medication, the Service Provider shall inform the IOM Beneficiary of any potential side effects or other relevant consequences. The IOM Beneficiary (or IOM Beneficiary's legal guardian in case of a minor) shall be able to reject examination, treatment or medication at any time. In the case of rejection of examination or treatment, the Service Provider shall first inform the IOM Beneficiary about medical consequence of not undertaking the proposed services, treatment or examination. If still rejected, the Service Provider shall inform IOM about the disruption of Services. Costs are only incurred as far as the requested treatment has been provided up to the point of rejection by the IOM Beneficiary.
- 2.5 In case of complications or side effects caused by acts or omissions of its personnel, the Service Provider shall be fully responsible to remedy the present medical conditions until the IOM Beneficiary has no existing medical condition resulting from the aforementioned conduct at no additional cost to IOM;
- 2.6 IOM has the right to request an update on progress of treatment and/or examination of any IOM Beneficiary at any time and the Service Provider shall issue the update within 1 (one) day of IOM's request.
- 2.7 All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider's facilities shall, at all times, observe the international standards of sterile technique in all samples handled.
- 2.8 All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles (Annex III). Communication of any information regarding the patient needs

to be coded by the Beneficiary Reference Number as provided in the Beneficiary Medical Assistance Voucher Form (Annex II). IOM shall share a master list to link the IOM Beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any IOM Beneficiary must not be used in any other communication between the Parties.

- 2.9 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.
- 2.10 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.11 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 prices for the Services under this Agreement are specified in detail in the Price Schedule (Annex I), attached hereto and forming an integral part hereof. Any changes to the Price Schedule, including variations to any of the prices (each, a “Price”) shall be made in writing with the consent of both Parties in accordance with Article 20.2.
- 3.2 If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of each IOM Beneficiary. The Price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services.
- 3.3 The Service Provider shall invoice IOM on a monthly basis. The invoice shall include: [dates of the service, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation (add/delete as necessary)]. The original of the IOM Beneficiary Medical Assistance Voucher Forms shall be attached to the submitted invoice.
- 3.4 Payments shall become due [insert number of days] days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

Any change to the bank account shall be formalized by an amendment to this Agreement.

- 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 whether in whole or in part until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

#### 4. Advance Payment Bank Guarantee and Performance Security

##### 4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider shall provide IOM with a bank guarantee to secure the requested advance payment (the “Bank Guarantee”) in an amount equivalent to the total amount advanced to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be discharged by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

##### 4.2 Performance Security (IF APPLICABLE)

4.2.1 The Service Provider shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Service Provider’s obligations] following which it will be released by IOM.

#### 5. Warranties

##### 5.1 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 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 will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;

- (h) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (i) The Price(s) 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;
- (j) 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;
- (k) It is not included in the most recent United Nations Security Council Consolidated 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.
- (l) 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 United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions 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.

5.2 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 allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including 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;

- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

5.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),<sup>2</sup> and sexual harassment, as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,<sup>3</sup> by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Service Provider has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

5.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2 or 5.3 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.

5.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider

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<sup>2</sup> Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

<sup>3</sup> UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

## **6. Assignment and Subcontracting**

- 6.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, 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.
- 6.2 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.

## **7. Delays, Defaults and Force Majeure**

- 7.1 If the Service Provider fails to provide the Services within any time limits 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 Price for the Services per day of delay or part thereof up to a maximum of 10% of the Price. 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

- 7.5 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 the Article 18 on Termination shall apply.

## **8. 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.

## **9. 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 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.

## **10. Confidentiality**

- 10.1 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.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project, to the extent as required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.

## **11. 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.

## **12. Notices**



Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

**International Organization for Migration (IOM)**

Attn: [Name and title/position of IOM contact person]  
Address: [IOM's address]  
Email: [IOM's email address]

**[Full name of the Service Provider]**

Attn: [Name and title/position of Service Provider's contact person]  
Address: [Service Provider's address]  
Email: [Service Provider's email address]

### **13. Dispute Resolution**

- 13.1 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.
- 13.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 13.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 13.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 13.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.
- 13.6 This Article survives the expiration or termination of the present Agreement.

### **14. 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)).

### **15. 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.

## **16. 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.

## **17. 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.

## **18. Termination**

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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 fees or costs incurred during the period of suspension of this Agreement.

## **19. 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.

## 20. 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.

## 21. Entry into Force; Amendments

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 the Article on Termination.

21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

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

*For and on behalf of*  
[Name of Service Provider]

Signature

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Name:  
Position:  
Date:  
Place:

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Name:  
Position:  
Date:  
Place:

