

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: GE10-4200563146

Date: 25 October 2023

SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Data collection for the assessment of reintegration sustainability of return migrants in Georgia

International Organisation 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
- Annex 4: Service Agreement

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.

Sincerely,

Procurement Unit of IOM Georgia

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	31 Oct 2023 If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/ .
Method of Submission	Quotations must be submitted as follows: <input checked="" type="checkbox"/> Email Bid submission address: smgeoprocurementunit@iom.int <ul style="list-style-type: none"> ▪ File Format: Any ▪ 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: 10Mb ▪ Mandatory subject of email: GE10-4200552227 -Company Name ▪ 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”. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
Cost of preparation of quotation	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.
Supplier Code of Conduct	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: Supplier Code of Conduct (ungm.org) .
Conflict of Interest	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.
General Conditions of Contract	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 https://www.iom.int/do-business-us-procurement .
Eligibility	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.
Currency of Quotation	Quotations shall be quoted in Georgian Lari
Duties and taxes	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 checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes
Language of quotation and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their quotation: <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

	<p>accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> List of main contracts, entered by the Bidder during the last 3 (three) years on fulfilling the project tasks of similar type and scope. For each contract it is required to specify the general description of the project, duration, contract value, and Bidder's role.</p>																														
Quotation validity period	Quotations shall remain valid for 30 days from the deadline for the Submission of Quotation.																														
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 quotation has been received.																														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																														
Payment Terms	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p>																														
Contact Person for correspondence, notifications and clarifications	<p>Focal Person: Nino Suarishvili</p> <p>E-mail address: nsuarishvili@iom.int</p> <p>Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.</p>																														
Clarifications	Requests for clarification from bidders will not be accepted any later than 5 days before the submission deadline.																														
Evaluation method	<p><input type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer</p> <p><input checked="" type="checkbox"/> The technical and financial proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:</p> <table border="1" data-bbox="518 1019 1412 1590"> <thead> <tr> <th>No</th> <th>Criteria</th> <th>Max. score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Service Provider's experience in implementation of equivalent projects as primary service provider</td> <td></td> </tr> <tr> <td>1.1</td> <td>At least three or more similar projects for the past 3 years</td> <td>20</td> </tr> <tr> <td>1.2</td> <td>Reference letters from major clients regarding implementation of similar assignments</td> <td>10</td> </tr> <tr> <td>2.</td> <td>Quality of the Proposal</td> <td></td> </tr> <tr> <td>2.1</td> <td>Correspondence of the methodology to ToR</td> <td>30</td> </tr> <tr> <td>2.2</td> <td>Work plan / time schedule</td> <td>20</td> </tr> <tr> <td>3.</td> <td>Qualification, experience and correspondence of professional staff for the assignment</td> <td></td> </tr> <tr> <td>3.1</td> <td>Experience of technical personnel (supported by CVs, copy of educational and training credentials, description of previously implemented projects)</td> <td>20</td> </tr> <tr> <td></td> <td>Total:</td> <td>100</td> </tr> </tbody> </table> <p>The minimum technical score S_t required to pass is: 80 Points.</p> <p>The Financial evaluation of Service Providers who passed the qualifying score, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :</p> $Sf = 100 \times FI / F$ <p>Where:</p> <p>Sf - is the financial score of the Financial Proposal under consideration,</p> <p>FI - is the price of the lowest Financial Proposal, and</p> <p>F - is the price of the Financial Proposal under consideration.</p>	No	Criteria	Max. score	1.	Service Provider's experience in implementation of equivalent projects as primary service provider		1.1	At least three or more similar projects for the past 3 years	20	1.2	Reference letters from major clients regarding implementation of similar assignments	10	2.	Quality of the Proposal		2.1	Correspondence of the methodology to ToR	30	2.2	Work plan / time schedule	20	3.	Qualification, experience and correspondence of professional staff for the assignment		3.1	Experience of technical personnel (supported by CVs, copy of educational and training credentials, description of previously implemented projects)	20		Total:	100
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	<p>The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)</p> $Sc = St \times T\% + Sf \times F\%$ <p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	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.
Type of Contract to be awarded	Service Contract
Expected date for contract award.	06 November 2023
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . 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.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Terms of Reference (TOR)

Services for the administration of a survey questionnaire and conduction of focus group discussions in Georgia

Duration of the contract: 06 November 2023 – 24 November 2023

The International Organization for Migration (IOM) is looking for a data collection provider to carry out fieldwork in Georgia/Armenia on the sustainability of reintegration of return migrants.

1- Nature of the assignment:

The purpose of this Terms of Reference (ToR) is to hire a data collection provider (“Service Provider”) to conduct quantitative and qualitative data collection to assess the reintegration sustainability of return migrants in Georgia.

2- Project context and scope:

IOM Georgia has started a new project which aims to contribute to the sustainable reintegration of return migrants in Georgia and Armenia by fostering an environment that enables them to contribute to social stability and the well-being of the local community.

3- General objective:

The objective of this ToR is to collect primary data on return migrants and family members by:

- Administering the survey questionnaire over the telephone with returnees.
- Conducting in-person Focus Group Discussions (FGDs) with returnees and family members of returnees

4- IOM project to which the consultancy is contributing:

The project: “Enhanced Opportunities for Returning Migrant in Georgia”

Organizational unit: Labour Migration and Social Inclusion Unit, IOM Georgia

5- Tasks to be performed under the contract:

General

The tasks to be performed under the contract are the following:

- To attend data collection methodology and tool training remotely.
- To develop a work plan for collecting data according to the methodology prescribed. The work plan should include ethical considerations and detailed fieldwork schedules.
- To comply with recognized ethical standards as the assignment will entail data collection from different subjects which may include vulnerable individuals and households. This includes the need to obtain and record the informed consent of the respondents/participants and prevent or avoid situations where the respondents/participants may suffer any damage by making themselves available to the research. During the assignment, the Service Provider is required to apply the data collection guidelines, protocols, and the consent form shared by IOM. The Service Provider is also invited to demonstrate a clear understanding of IOM Data Protection principles.
- To establish clear and effective communication lines and protocols with IOM and the consultant. IOM and the consultant will have access to the live data and will monitor data collection operations continuously. To allow this, the Service Provider will provide exports of the data gathered with the frequency defined by IOM.
- To obtain all the needed authorizations from the relevant authorities to conduct data collection. IOM will provide introduction letters if needed.
- To perform all data cleaning and consolidation activities that may be needed, upon request from IOM.

Survey questionnaire

- To translate the questionnaire into the national language and introduce the questionnaire to the KOBO or other data collection programs.
- To select field enumerators with confirmed interviewing skills and possibly also with a background in migration and reintegration. The Service Provider should train the selected enumerator. The training session should include the questionnaire and general interview skills like active listening skills. Active listening skills for interviews involve fully concentrating, understanding, and remembering the information provided by the respondent. It also requires refraining from immediate reactions, such as judging, or displaying emotions, to maintain professionalism and neutrality.
- To administer the survey over the telephone and gather a **minimum of 348 valid interviews**. Different types of returns will be considered, voluntary and forced returns and gender considerations will be adopted. Further stratification may be operated in coordination with the Service Provider.
- To elaborate on a suitable interview schedule that minimizes survey fatigue.
- To translate into English all data provided as a response to the open-ended questions included in the questionnaire administered.
- To deliver the cleaned database.

Focus Group Discussions

- To translate the FGD guides into the national language.
- To select moderators and note-takers with confirmed interviewing skills and possibly also with a background in migration and reintegration. The Service Provider should train the selected moderators and note-takers. The training session should include interview guides and general interview skills like active listening skills. Active listening skills for interviews involve fully concentrating, understanding, and remembering the information provided by the respondent. It also requires refraining from immediate reactions, such as judging, or displaying emotions, to maintain professionalism and neutrality.
- To conduct the FGDs with returnees and with family members of returnees. Sampling and criteria for selecting participants will be provided by IOM prior to fieldwork. In each country, **nine FGDs** will be conducted: three with returnees (voluntary return context), three with returnees (forced return context), and three with family members of returnees. Each FGD within a category will take place in another region/province.
- To conduct field observation in reference to the process of closely and discreetly observing the participants' non-verbal signals that provide information or guidance, interactions, and behaviours in the environment.
- To transcribe all data and findings in English.
- To deliver the coded transcripts based on the questions.

6- Tangible and measurable output of the work assignment:

#	Deliverable	Deadline
D1	Cleaned database (XLSForm version)	24/11/2023
D2	Coded transcripts of FGDs (Word format)	24/11/2023
D3	Debrief report (describing data collection operations, details on response rates and call-backs, challenges encountered, lessons learned, and other guidance to plan and conduct similar data collection exercises in the future).	24/11/2023

7- Performance indicators for the evaluation of results:

The provider is expected to deliver the listed deliverables on time.

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.

VENDOR INFORMATION SHEET

Please fill and sign the attached vendor information sheet.

BIDDER'S DECLARATION OF CONFORMITY¹

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

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

Yes	No	
		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.
<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 https://www.ungm.org/Public/CodeOfConduct .
<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:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- team composition and CVs of key personnel

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

Currency of Quotation: US Dollars

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

Breakdown of Fees

Personnel / other elements	UOM	Qty	Unit Price	Total Price
Personnel				
e.g. Project Manager/Team Leader	day			
Other expenses				
International flights				

Subsistence allowance				
Local Transportation				
Communication				
Other Costs: (please specify)				
Total				

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.

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>Company Name: Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>

ANNEX 4: SERVICE AGREEMENT

IOM office-specific Ref. No.	
IOM Project Code	

SERVICE AGREEMENT
between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, 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 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.

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:
- 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;
 - It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - In all circumstances it shall act in the best interests of IOM;
 - 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;
 - It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - 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, stores or otherwise processes 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 6^{ter} 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.

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

For and on behalf of
The International Organization for Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: