*GPSU.SF-19.5*

**REQUEST FOR PROPOSALS**

(*PROCUREMENT OF SERVICES)*

*For Simple Assignments*

**SERVICES FOR**

*NGO Capacity Building*

*EMERGE project*

**Prepared by**



*International Organization for Migration (IOM)*

*12 Tengiz Abuladze first dead-end*

*Tbilisi 0162*

*Georgia*

*12 November 2020*

**REQUEST FOR PROPOSALS**

**RFP No.: *4200019495***

**Mission:** *Georgia*

**WBS:**

*PX.0125.GE10.N1.04.001*

**Title of Services**:

*NGO capacity building:*

1. *Outreach to NGOs in partnership with IOM to identify those open to joining a migration NGO network;*
2. *National migration network establishment;*
3. *Institutional capacity building.*

****

**Request for Proposals**

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *NGO Capacity Building: 1. Outreach to NGOs in partnership with IOM to identify those open to joining a migration NGO network; 2. National migration network establishment; 3. Institutional capacity building,* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ NGOs to provide Technical and Financial Proposal for the Services provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

Section I. Instructions to Service Providers/ NGOs

Section II. Technical Proposal – Standard Forms

Section III. Financial Proposal – Standard Forms

Section IV. Terms of Reference

Section V. Standard Form of Contract

Section VI. Vendor Information Sheet

Section VII. Code of Conduct for the Supplier

The Proponent submits following information and documents together with the original of their proposal:

1. Proponent’s profile and Vendors Information Sheet (forms attached in separate file);
2. Certificate of Registration from government agency in Georgia;
3. Valid Government Permits/Licenses, confirmations of Tax Identification Number and local taxes, tax payer, issued by respective government agencies in Georgia;
4. List of main contracts entered by the Company into for the last 3 years and customers’ references;
5. Signed Code of Conduct for the Suppliers (provided in separate file).

In case the potential Service Provider is going to assign any subcontractors / implementing partners, the potential Service Provider / NGO should provide full scope of documents confirming capacities of the subcontractor / implementing partner, including a) Company Profile, b) Certificate of Registration from government agency in Georgia; с) Valid Government Permits/Licenses, including confirmations of Tax Identification Number and local taxes, issued by respective government agency in Georgia; d) List of main contracts entered by the Company into for the last 3 years and customers’ references.

The Proposals must be delivered by hand or through mail to IOM with office address at *12 Tengiz Abuladze first dead-end, Tbilisi, 0162, Georgia* on or *before 16:00 PM, 24 November 2020*. No late proposal shall be accepted.

Along with sending the hard copy of the original proposal, Service Providers /NGOs shall deposit the electronic versions of the proposal documents on a file hosting service (Dropbox, One Drive, etc.) and shall send the link of the folder containing the proposals to iomtbilisi@iom.int and momiadze@iom.int no later than *16.00, 24 November 2020*. The subject line of the e-mail containing the link for the electronic proposal download shall clearly indicate the following:

*RFP-4200019495 – [insert full name of the Service Provider /NGO] – Electronic proposal*

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

Very truly yours,

*Procurement Unit*

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

**Table of Contents**

[Section I - Instructions to Service Providers/ NGOs 6](#_Toc39066374)

[Section II – Technical Proposal Standard Forms 15](#_Toc39066375)

[Section III. Financial Proposal - Standard Forms 21](#_Toc39066376)

[Section IV. Terms of Reference 26](#_Toc39066377)

[Section V – Pro-forma Contract 30](#_Toc39066378)

[Section VI – Vendor Information Sheet 39](#_Toc39066379)

[Section VII – Code of Conduct for the Supplier 40](#_Toc39066380)

**Section I - Instructions to Service Providers/ NGOs**

1. Introduction

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

* 1. Service Providers/ NGOs should familiarize themselves with local conditions and take them into account in preparing the proposal.

1.3 The Service Providers/ NGOs costs of preparing the proposal and of negotiating the contract are not reimbursable as a direct cost of the assignment.

1.4 Service Providers/ NGOs shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.

1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ NGOs.

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

**2. Corrupt, Fraudulent, and Coercive Practices**

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

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

**3. Conflict of Interest**

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

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

**4. Clarifications and Amendments to RFP Documents**

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

 4.2. Service Providers/ NGOs may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to iomtbilisi@iom.int and momiadze@iom.int in CC with subject line: “Clarification Request RFP 4200019495, Attn: Mamuka Omiadze” at least  *five (5) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the RFP without identifying the source of the inquiry.

**5. Preparation of the Proposal**

5.1 A Service Provider/ NGO Proposal shall have two (2) components:

 a) the Technical Proposal, and

b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ NGOs and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ NGO shall be in *English*.

5.3 The Service Providers/ NGOs are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

**6. Technical Proposal**

6.1 When preparing the Technical Proposal, Service Providers/ NGOs must give particular attention

 to the following:

1. If a Service Provider/ NGO deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ NGOs may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.[[1]](#footnote-1)

b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.

c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.

1. Proposed professional staff must, at a minimum, have the experience of at least *three years*, preferably working under conditions similar to those prevailing in the country of the assignment.
	1. The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).
2. A brief description of the Service Providers/ NGOs organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm’s involvement.
3. A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
4. The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
5. Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *three years.*
6. A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF–6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
7. A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
8. A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

 6.3 The technical proposal shall not include any financial information.

**7. Financial Proposal**

7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).

7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF–4) (ii) reimbursable expenses (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

7.3 Service Providers/ NGOs shall express the price of their services in *US dollars without VAT*.

7.4 The Financial Proposal shall be valid for *45 calendar days*. During this period, the Service Provider/ NGO is expected to keep available the professional staff for the assignment[[2]](#footnote-2). IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ NGO has the right not to extend the validity of the proposals.

**8. Submission, Receipt, and Opening of Proposals**

 8.1 Service Providers/ NGOs may only submit one proposal. If a Service Provider/ NGO submits or participates in more than one proposal such proposal shall be disqualified.

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

* 1. The Service Providers/ NGOs shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ NGO.

8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ NGO after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.

8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

**9. Evaluation of Proposals**

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

10. Technical Evaluation

10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *twenty-one (21) calendar day* after the deadline for receipt of proposals.

10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system[[3]](#footnote-3). Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *80 points.*

10.4 The technical proposals of Service Providers/ NGOs shall be evaluated based on the following criteria and sub-criteria:

 Points

 (i) Specific experience of the Service Providers/ NGOs relevant to

 the assignment: [2*0 points*]

 (ii) Adequacy of the proposed methodology and work plan in response to the

 Terms of Reference:

 a) Technical approach and methodology [*20 points*]

 b) Work plan [*10 points*]

 c) Organization and staffing [*10 points*]

 Total points for criterion (ii): [*40 points*]

 (iii) Key professional staff qualifications and competence for the assignment:

 a) Team Leader [*20 points*]

 b) *Working Team* [*20 points*]

 Total points for criterion (iii): [*40 points*]

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

 1) General qualifications [*30%*]

 2) Adequacy for the assignment [*50%*]

 3) Experience in region and language [*20%*]

 Total weight: 100%

The minimum technical score St required to pass is: 80 Points.

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

a) late submission, *i.e.*, after the deadline set

b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ NGO (ITC) and Terms of Reference (TOR);

**11. Financial Evaluation**

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ NGOs whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

11.2 IOM shall simultaneously notify the Service Providers/ NGOs that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.

11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

* 1. The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
	2. The Financial Proposal of Service Providers/ NGOs who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

 **Sf = 100 x Fl / F**

 Where:

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

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

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

 The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights[[4]](#footnote-4) (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

 Sc = St x T% + Sf x F%

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

**12. Negotiations**

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract.

12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ NGO; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ NGO; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ NGOs.

12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

12.4 Having selected the Service Provider/ NGO on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ NGO may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

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

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

**13. Award of Contract**

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ NGO with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ NGOs on the shortlist that they were unsuccessful.

* 1. The Service Provider/ NGO is expected to commence the assignment upon *signing of the Service Agreement by both parties or on the date indicated in the Service Agreement.*

**14. Confidentiality**

* + 1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ NGO who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ NGO of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM’s anti-fraud and corruption policy.

**Section II – Technical Proposal Standard Forms**

**TPF-1: Technical Proposal Submission Form**

*[Location, Date]*

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

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**TPF – 2: Service Providers/ NGOs Organization**

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

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

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

**TPF – 4: Team Composition and Task Assignments**

|  |
| --- |
| **1. Technical/Managerial Staff** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| **2. Support Staff** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

 Date:

*[Signature of staff member and authorized representative of the firm]* *Day/Month/Year*

Full name of staff member:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

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

Full-time: Part-time:

Reports Due:

Activities Duration:

Location

 Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TPF-7: Activity (Work) Schedule**

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

|  |
| --- |
| B. Completion and Submission of Reports |
| Reports | Date |
| 1. Inception Report |  |
| 2. Interim Progress Report(a) First Status Report(b) Second Status Report |  |
| 3. Draft Report |  |
| 4. Final Report |  |

**Section III. Financial Proposal - Standard Forms**

#### FPF-1: Financial Proposal Submission Form

*[Location, Date]*

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

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

#### FPF– 2: Summary of Costs

|  |  |  |
| --- | --- | --- |
| **Costs** | **Currency** | **Amount(s)** |
| I – Remuneration Cost (see FPF- 3 for breakdown) |  |  |
| II - Reimbursable Cost ( see FPF – 4 for breakdown) |  |  |
| **Total Amount of Financial Proposal 1** |  |  |

 1 Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant

 subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

#### FPF-3: Breakdown of Costs by Activity

|  |  |
| --- | --- |
| Group of Activities (Phase):2  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Description: 3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Cost Component | Costs |
| Currency | Amount |
| Remuneration 4 |  |  |
| Reimbursable Expenses 4 |  |  |
| Subtotals |  |  |

 1 Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment

 (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ NGO shall fill a

 separate Form FPF-3 for each Group of activities.

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

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

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

Authorized Signature:

Name and Title of Signatory:

#### FPF-4: Breakdown of Remuneration per Activity

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

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

 1 Names of activities (phase) should be same as, or corresponds to the ones indicated in

 Form TPF-8.

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

 Authorized Signature:

 Name and Title of Signatory:

#### FPF-5: Breakdown of Reimbursable Expenses

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

|  |  |  |
| --- | --- | --- |
| **Description1** | **Unit** | **Unit Cost2** |
| 1. Subsistence Allowance |  |  |
| 2. Transportation Cost |  |  |
| 3. Communication Costs |  |  |
| 4. Printing of Documents, Reports, etc |  |  |
| 5. Equipment, instruments, materials,  supplies, etc |  |  |
| 6. Office rent, clerical assistance |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1 Delete items that are not applicable or add other items according to Paragraph 7.2 of Section

 II-Instruction to Service Providers/ NGOs

2 Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

# Section IV. Terms of Reference

**NGO Capacity Building**

**EMERGE project**

Duty Station: Tbilisi, Georgia

Classification: Service Agreement(s)

Type of appointment: Short term contracts

IOM Project to which the Consultancy is contributing: Enhancing Migrants’ Rights and Good Governance in Armenia and Georgia – EMERGE

**Start date**: January/February 2021

**Background**

IOM has been working with the Government of Georgia towards promotion of migration governance in line with international standards, based on rule of law and migrants' rights. Under the coordination of the State Commission on Migration Issues (SCMI), IOM supports the implementation of the National Migration Strategy. For this purpose IOM has fostered cooperation at regional and international levels. Working closely with the SCMI and other Governmental stakeholders, IOM contributes to the implementation of the Georgia-EU Association Agreement and supports Georgia in maintaining its visa-free regime with the EU through a range of migration management cooperation schemes. Throughout its work and cooperation in Georgia IOM promotes the implementation of GCM, which was endorsed by the Georgian Government in December 2018. As part of the UN Country Team in Georgia IOM actively promotes the Sustainable Development Goals (SDGs) and supports the SDG implementation efforts.

EMERGE project aims to strengthen national capacities in the fields of migrants’ rights and migration governance in Armenia and Georgia and strengthen cross-border dialogue and cooperation in the area. Over the three years the project will conduct research, undertake government capacity building activities including study tours, work with the civil society and media to expand their expertise and enhance quality of reporting, organize awareness raising campaigns, set up regional consultative platforms and improve access to information for migrants.

**Objective**

In order to capacitate civil society, IOM/EMERGE has already partnered with six CSOs in July on small scale projects to address COVID19 Rapid Needs Assessment findings. The project activities include public awareness campaigns, research, provision of services such as legal assistance, psycho social counseling and provision of PPE.

Next, EMERGE seeks to partner with CSOs in Georgia and in Armenia to build their capacities in migration field and to provide support to CSOs to enhance their activism in the area of promotion and protection of migrants’ rights. EMERGE plans to support establishment of a national CSO migration network and will organize a series of seminars and workshops covering institutional capacity building as well as migration topics identified in collaboration with the CSO partners. The project will also support cross border dialogue between civil society and relevant stakeholders in Armenia and Georgia.

All project activities are oriented towards achieving greater harmonization with international and EU standards in the field of migrant’s rights and migration governance, with particular respect for standards of human rights in connection with the inclusion of vulnerable groups. The project is strongly committed to the development of knowledge about the specific migration topics and dialogue on migration policy, which will equally include government institutions and civil society. A human rights approach to migration places the migrant at the centre of migration policies and management, and pays particular attention to the situation of marginalised and disadvantaged groups of migrants. Such an approach will also ensure that migrants are included in relevant national action plans and strategies, such as plans on the provision of public health, education, employment and other services, as well as other national strategies such as those to combat racism and xenophobia.

This project activity aims:

* To enhance civil society capacity’s expertise in migration area
* To increase CSO networking and advocacy in migration field
* To strengthen the capacity of civil society organizations to monitor the policies and practices related to irregular and regular migrants and their rights, paying special attention to the realization of human rights and the processes of social inclusion of regular and humane treatment of irregular migrants
* To promote socio-economic rights, issues of equality and non-discrimination.

**Activities**

* **Outreach to NGOs in partnership with IOM to identify those open to joining a migration NGO network:**

IOM will partner with a local NGO(s) with experience in building NGO capacities and work closely to help identify those NGOs with previous track record of migrant rights protection that are willing to become part of an NGO migration network and build their expertise in migration area.

* **National migration network establishment:**

Civil society groups and organizations form networks to pursue aspirations for sustainable development and impact that they cannot achieve alone. Networks can enhance the power and influence of citizen voice in advocating for migration policies and promoting human rights of migrants. Networks also can link service providers to exchange information and resources or to develop coordinated delivery systems. Civil society networks have become partners of choice for many international development agencies seeking to maximize the reach, scale and impacts of their programs. In order to support NGOs activism in migration field and support advocacy and service provision, IOM would like to engage a national NGO to help establish **a national NGO migration network and help develop a plan of action**. The benefits of establishing an NGO migration network include: increased access to information; expertise and financial resources; increased efficiency; a multiplier effect, which increases the reach and impact available to member organizations; solidarity and support; and increased visibility of issues, best practices, and underrepresented groups. Other important perceived benefits are risk mitigation, reduced isolation, and increased credibility, particularly for developing NGOs. Upon the national migration network establishment, IOM will seek to help establish a regional CSO network across Georgia-Armenia border to promote joint activities, exchange information and best practices

* **Institutional capacity building:**

Upon identification and establishment of the migration NGO network, IOM will work with the national NGO(s) to plan and conduct a series of workshops and seminars (online or in person) to further address areas of institutional capacity that the NGO would need help strengthening. IOM will also work with the local NGO(s) to identify migration topics of interest to the NGOs and organize seminars on the relevant topics.

**Expected Results**

* NGO migration national network will be established in Georgia
* Non-governmental and community-based organisations will be supported to utilise human-rights based approach in advancing migrants’ rights
* Protection, social inclusion and socio-economic rights of migrants will be advanced at the central and local level
* Capacity of targeted civil society organisations will be increased to utilise human-rights based approach in advancing the social inclusion, equality and socio-economic rights of migrants
* Issues of non-discrimination and equality will be promoted through active engagement of civil society in community development and social inclusion
* Upon the national migration network establishment, IOM will seek to help establish a regional CSO network across Georgia-Armenia border to promote joint activities, exchange information and best practices
* Increased dialogue, advocacy and engagement on migrants’ rights will lead to enhanced legislative and policy framework to ensure migrants rights

**Timeline:** 6 months;

**Maximum Budget:** $15,000.

 **Section V – Pro-forma Contract**

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

**SERVICE AGREEMENT**

**Between**

**the International Organization for Migration**

**And**

**[Name of the Service Provider]**

**On**

**[Type of Services]**

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

1. **Introduction and Integral Documents**

* 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.
	2. The following documents form an integral part of this Agreement: [*add or delete as required*]
		1. **Annex A** - Bid/Quotation Form
		2. **Annex B** - Price Schedule
		3. **Annex C** - Delivery Schedule and Terms of Reference
		4. **Annex D** - Accepted Notice of Award (NOA)

2. **Services Supplied**

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

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

2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. **Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words])*,* which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 Payments shall become due [insert number of days in numbers]([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider’s bank account details].

3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate or when IOM reasonably suspects that the Service Provider is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

4. **Warranties**

4.1 The Service Provider warrants that:

1. 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;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. 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;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
8. 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.
9. 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.
10. 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:

1. 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;
2. 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;
3. 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;
4. 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.
5. an obstructive practice, defined as (i) deliberately destroy, 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 present 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.
6. 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:

1. 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.
2. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
3. 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.
4. Ensure that the SEA provisions are included in all subcontracts.
5. Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. **Assignment and Subcontracting**

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

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

6. **Delays/Non-Performance**

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

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

7. **Independent Contractor**

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

8. **Audit**

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

9. **Confidentiality**

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

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor 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 of IOM contact person]

[IOM’s address]

Email: [IOM’s email address]

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

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

[Service Provider‘s address]

Email: [Service Provider‘s email address]

12. **Dispute resolution**

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

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

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

12.4 The present Agreement as well as the arbitration agreement above shall be governed by 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**

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

14. **Status of IOM**

Nothing in 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. **Guarantee and Indemnities**

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

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

16. **Waiver**

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

17. **Termination**

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

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

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

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. **Entirety**

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

20. **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. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service fee) shall be made through an amendment to this Agreement signed by both Parties.

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

|  |  |
| --- | --- |
| *For and on behalf of*The International Organization for Migration | *For and on behalf of*[Full name of the Service Provider] |
| Signature | Signature |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NamePositionDatePlace | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NamePositionDatePlace  |

**Section VI – Vendor Information Sheet**

Vendor Information Sheet provided in separate file

**Section VII – Code of Conduct for the Supplier**

Code of Conduct for the Suppliers provided in separate file

1. This clause shall be included/revised as deemed necessary [↑](#footnote-ref-1)
2. For this purpose, the Mission may have the option to require short-listed Consultants a bid security. [↑](#footnote-ref-2)
3. The criteria, sub criteria and point system may vary depending on the requirement of the Mission [↑](#footnote-ref-3)
4. May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20

 for the Financial. [↑](#footnote-ref-4)