REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR
Implementing Public Awareness Raising Activities in Six Egyptian Governorates

Prepared by

IOM Egypt Country Office
47C, Abu El Feda Street, Zamalek, Cairo, Egypt

Project Name: PLAYA (Positive Life Alternatives for Egyptian Youth At-Risk of Irregular Migration Program)

Title of Services: Implementing Public Awareness Raising Activities in Six Egyptian Governorates

27 November 2016
The International Organization for Migration (hereinafter called IOM) intends to hire a qualified Service Provider for Implementing Public Awareness Raising Activities in Six Egyptian Governorates for which this Request for Proposals (RFP) is issued.

IOM now invites potential Service Providers to provide Technical and Financial Proposal for the following Services: Implementation of Public Awareness Raising Activities in Six Egyptians Governorates to Further Combat Irregular Migration of Children to support NCCM implement awareness raising activities in line with NCCPIM Awareness Raising Strategy and will be distributed in targeted governorates that have been identified through the NCCPIM National Strategy 2016-2026 and National Action Plan 2016-2018. More details on the services are provided in the attached Terms of Reference (TOR)

The Service Provider will be selected under a Quality – Cost Based Selection procedures.

The RFP includes the following documents:

Section I - Instructions to Service Providers.
Section II. Terms of Reference.
Section III. Standard Form of Contract.

The proposals must be delivered in a sealed envelope to the reception of IOM’s office at 47C Abu el Feda Street, Zamalek (addressed to Mr. Ahmed Elmistikawy) or emailed to iomegbids@iom.int no later than 5.00 pm on Sunday 11 December 2016. No late proposal shall be accepted.

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

Procurement and Logistics Unit
IOM Cairo

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.
Section I - Instructions to Service Providers.

1. Introduction

1.1 Only eligible Service Providers 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 service provider.

1.2 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.

1.3 Service Providers 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.

1.4 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.

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

2. Corrupt, Fraudulent, and Coercive Practices

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

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.
3. **Conflict of Interest**

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

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

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

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

4.2 Service Providers 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 IOM at the address indicated in the invitation at least before 4 December 2016 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 Letter of Invitation without identifying the source of the inquiry.

5. **Preparation of the Proposal**

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

a) The Technical Proposal, and

5.2 The Proposal, and all related correspondence exchanged by the Service Providers/Consulting Firms and IOM, shall be in Arabic and/or English. All reports prepared by the contracted Service Provider/Consulting Firm shall be in Arabic and/or English.

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

6.1 When preparing the Technical Proposal, Service Providers/Consulting Firms must give particular attention to the following:

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

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

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

d) Proposed professional staff must, at a minimum, have the experience of at least 3 years, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 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-S) such as per diem, venue rentals, material supplies. 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.

7.4. Service Providers/Consulting Firms shall express the price of their services in EGP.

7.5 The Financial Proposal shall be valid for 30 days. During this period, the Service Provider/Consulting Firm is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/Consulting Firm has the right not to extend the validity of the proposals.
8. Submission, Receipt, and Opening of Proposals

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

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

8.3 The Service Providers/Consulting Firms shall submit 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/Consulting Firm.

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 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 service provider unopened.

9. Evaluation of Proposals

After the Proposals have been submitted to Procurement Unit and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with the respective unit. Any effort by the Service Providers 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 Proposal.

10. Award of Contract

The contract shall be awarded, through a notice to the service provider, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. The Service Provider is expected to commence the assignment on 1 December.

11. Confidentiality

Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider 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 Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: IOM, 47C, Abou El Feda Street, Zamalek, Cairo, Egypt

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I – Remuneration Cost (see FPF- 3 for breakdown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II - Reimbursable Cost ( see FPF – 4 for breakdown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount of Financial Proposal</strong>&lt;sup&gt;1&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup> 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**

<table>
<thead>
<tr>
<th>Group of Activities (Phase): ²</th>
<th>Description: ³</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Component</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Currency</td>
</tr>
<tr>
<td>Remuneration  ⁴</td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses  ⁴</td>
<td></td>
</tr>
<tr>
<td>Subtotals</td>
<td></td>
</tr>
</tbody>
</table>

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/ Consulting Firm 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-8.

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/Consulting Firm for possible additional services requested by Client/IOM]

<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Position</th>
<th>Staff-month Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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/Consulting Firm for possible additional services requested by Client/IOM]

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost&lt;sup&gt;2&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Subsistence Allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Transportation Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Communication Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Printing of Documents, Reports, etc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Equipment, instruments, materials, supplies, etc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Office rent, clerical assistance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/Consulting Firms

2 Indicate unit cost and currency.

Authorized Signature:
Name and Title of Signatory:
Section III. Terms of Reference

a) Background

Since its inception by Presidential Decree 273/1988, the National Council for Childhood and Motherhood (NCCM) has been acting as the government focal point for policies and governmental efforts in all fields related to mothers and childhood.

In the context of increasing irregular migration flows from Egypt, irregular migration of Egyptians youth and unaccompanied migrant children (UMC) has increased significantly in the past few years, making it ever more important to take serious steps to minimize their vulnerabilities resulting from the dangerous sea migration journeys.

NCCM requested IOM’s support for the implementation of a national awareness raising campaign as part of its 2016/2017 Annual Plan Programme. The campaign is designed to further combat irregular migration of children, as it is in line with NCCPIM Awareness Raising Strategy and will be distributed in targeted governorates identified throughout the NCCPIM National Strategy 2016-2026 and National Action Plan 2016-2018.

For this purpose, a work plan was elaborated to serve as a guide in the implementation of its national awareness raising campaign. The strategy identifies the specific target audiences and the timeframe for implementation. The awareness raising campaign for NCCM will include training representatives from different sectors within the community with information on migrant exploitation and abuse, the risks associated with irregular migration, including that of unaccompanied minors, and trafficking in persons, in order to discourage irregular migration.

b) Objectives

IOM issues this Request for Proposals for an Implementing Partner to further develop and produce the Training Guidelines for Training of Trainers on Awareness Raising among Communities. The selected Implementing Partner will also be responsible for training representatives from different communities in six governorates, monitor the delivery of message, and work with Egyptian children on the production of an informative play. The aforementioned activities will contribute to NCCM’s other awareness raising activities for 2017.

c) Scope of the Services

The Implementing Partner will be responsible for researching and developing the Training Guidelines on training trainers for both content and message delivery. The Implementing Partner will also be asked to pilot the content and delivery of the designed Training Guidelines through the conduction of 1-2 days’ workshop with some government and CSO stakeholders. In addition to this, the Implementing Partner will be asked to monitor the delivery of said content to the target audience, as well as the preparation and production of a scripted informative play by children.

d) Deliverables

1. Design and produce the Training Guidelines on content and training mechanism;
2. Conduct pilot workshop to test the curriculum;
3. Conduct 6 workshops on Training of Trainers (1 for each governorate);
4. Monitor and evaluate the delivery of trainers with target audience (6 governorates x 3 sessions each);
5. Monitor and evaluate the preparation of the play;
6. Production and organizing events of the plays;
7. Monthly and final reports on design, content and progress of the awareness raising campaign elements.
d) Work Plan and Timeline

<table>
<thead>
<tr>
<th>No</th>
<th>Sub-goals</th>
<th>Activities</th>
<th>Start date</th>
<th>End date</th>
<th>Location of execution</th>
<th>Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preparing the trainings’ components of the methodology of awareness</td>
<td>▪ Writing the guide&lt;br&gt;▪ Reviewing the guide&lt;br&gt;▪ Printing the guide</td>
<td>January 2016</td>
<td>March 2016</td>
<td>Several</td>
<td>Training Guide</td>
</tr>
<tr>
<td>2</td>
<td>Pilot Workshop</td>
<td>Test the content and material of the Training Guide with government and CSO stakeholders</td>
<td>March 2016</td>
<td>March 2016</td>
<td>Several</td>
<td>Feedback on Training Guide</td>
</tr>
<tr>
<td>3</td>
<td>TOT for youth in the communities</td>
<td>6 TOTs</td>
<td>April 2016</td>
<td>April 2017</td>
<td>Targeted governorates</td>
<td>Create a base of social workers, responsible of NGOs and responsible of youth centers (clubs) believing in the importance of reducing illegal immigration</td>
</tr>
<tr>
<td>4</td>
<td>Trained Trainers conduct awareness raising sessions with youth in communities (12-18)</td>
<td>24 sessions</td>
<td>July 2016</td>
<td>August 2016</td>
<td>Targeted governorates</td>
<td>Social workers contribute to the awareness raising campaign by conducting sessions with youths in respective communities</td>
</tr>
<tr>
<td>5</td>
<td>Training courses for the youth (16-18) on the feasibility studies and management of small projects. (already assigned to another Implementing Partner)</td>
<td>18 training courses</td>
<td>August 2017</td>
<td>August 2017</td>
<td>Targeted governorates</td>
<td>Youth trained on the preparation of feasibility studies and managements of small projects</td>
</tr>
<tr>
<td></td>
<td>Working with children on preparing and performing a scripted informative play addressing irregular migration.</td>
<td>▪ Selection of team&lt;br&gt;▪ Preparing the script&lt;br&gt;▪ Revision&lt;br&gt;15 plays (3 plays per governorate)</td>
<td>August 2017</td>
<td>September 2017</td>
<td>Targeted governorates</td>
<td>Creating a play targeting all categories and raising awareness about dangers of illegal immigration</td>
</tr>
</tbody>
</table>
This Service Agreement is entered into by the International Organization for Migration, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “IOM,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “Service Provider.” IOM and the Service Provider are also referred to individually as a “Party” and collectively as the “Parties.”

1. Introduction and Integral Documents

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

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

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

2. Services Supplied

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

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

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

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

3. Charges and Payments

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

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

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

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

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties
4.1 The Service Provider warrants that:

(a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;

(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;

(c) In all circumstances it shall act in the best interests of IOM;

(d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;

(e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;

(f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;

(g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;

(h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

(i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider further warrants that it shall:

a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.

2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.

b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.

d) Ensure that the SEA provisions are included in all subcontracts.

e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. **Assignment and Subcontracting**

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

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

6. **Delays/Non-Performance**

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

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

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM’s address]

Email: [IOM’s email address]

[Full name of the Service Provider]
12. Dispute resolution

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

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

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

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

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

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

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

16. Waiver

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

17. Termination

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

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

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

18. Severability

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

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

20. Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization for Migration

Signature

_________________________  ____________________________
Name                          Name
Position                      Position
Date                          Date
Place                         Place