

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

*Provision of Medical Referral Services – Inpatient and Outpatient for 12 months
in Tripoli, Misrata, Benghazi and Sebha, Libya*

Ref# LY22-125

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

IOM Libya Mission

24 March 2022

REQUEST FOR PROPOSALS

RFP No.: LY22- 125

Mission: *Libya*

Project Name: *Medical Service Agreement*

WBS: to be Projectized

Title of Services: *Provision of Medical Referral Services – Inpatient and Outpatient for 12 months in Tripoli, Misrata, Benghazi and Sebha, Libya*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Medical Referral Services – Inpatient and Outpatient for 12 months in Tripoli, Misrata, Benghazi and Sebha, Libya* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services as per the Terms of reference.

Important information to Vendors and suppliers:

- Deadline of RFQ: 10 April 2022 at 1700hrs Libya Time.
- Bid offer currency: USD
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int
- Service providers must provide GPS locations for their facilities in the specific location
- Service providers must attach photos and videos of virtual tour of the facility.
- The financial offer should be valid for 12 Months.
- The vendor must provide bank statements or audited financial statements for the previous 3 financial years as per Vendor Information Sheet Annex D.
- All clarifications to be send via iomlibyaproposal@iom.int latest by 5 April 2022 at 1700hrs Libya time.
- Vendor Eligibility Evaluation will be done based on the Vendor information sheet completed annex based on PASS and FAIL Criteria

- Clearly indicate the size of the facility and attach the photos.

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

The RFP includes the following documents:

- Annex A. Technical Proposal Form
- Annex B. Financial Proposal /Price List
- Annex C. Terms of Refence (TOR)
- Annex D. Vendor Information Sheet
- Annex E. Standard Form of Contract

The Proposals must be delivered through e-mail to iomlibyaproposal@iom.int on or *before 10 April 2022, at 1700Hrs Libya Time*. 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.

[IOM Libya Procurement](#)

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 Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 IOM shall provide at no cost to the Service Provider 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.

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 service providers through IOM Libya Website.

- 4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent by email to iomlibyaproposal@iom.int latest by **5 April 2022 at 1700hrs Libya time**. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all service providers through IOM Libya Website without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider 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 and IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.
- 5.3 The Service Providers 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 must give particular attention to the following:
- a) If a Service Provider 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 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.
- 6.2 The Technical Proposal shall be supported with additional documents containing the following information:
- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature 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.
 - b) A description of the approach, methodology and work plan for performing the assignment.

- c) The list of proposed Professional Staff team by area of expertise, who will be the focal point for this service.
- d) Latest CV signed by the proposed professional staff and the authorized representative submitting the proposal for the Operations /Doctor in Charge or the focal point for this service.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, service providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Form and Price List (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the contract. If such is the case, IOM may reimburse the Service Provider for any such taxes. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the agreement.
- 7.4. Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *at least 12 months* During this period, the Service Provider is expected to keep available the Internet Service 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 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 Proposal (both Technical and Financial Proposals) shall be prepared electronically. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit Technical Proposal and Financial Proposal as appropriate.

- 8.5 Proposals must be received by IOM via e-mail iomlibyaproposal@iom.int on or before **10 April 2022** COB Libya time. 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.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by IOM Procurement Unit.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to IOM and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any IOM staff member, regarding matters connected to their Proposals. 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. 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 *Fifteen (15) working days* after the deadline for receipt of proposals.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the described services, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and Pass-Fail selection system.
- 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 Pass score.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

Service Providers are required to pass all criteria to be able to technically eligible to provide the services.

- 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 and services described.

Criteria	Score
1. Specific experience of the Service Providers relevant to the assignment:	[Pass]

1) Similar experience in terms of the Scope, Cost and subject matter (i.e. Provision of Medical Referral Services – Inpatient and Outpatient in the proposed location in Libya.in the proposed location in Libya and Services carried out on behalf of UN, NGOs, diplomatic missions and INGOs)	At least 1 past or current assignments involving Provision of Medical Referral Services – Inpatient and Outpatient in the proposed location in Libya.in the proposed location in Libya with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	Pass
	No Experience with UN, NGOs, diplomatic missions and INGOs involving Provision of Medical Referral Services – Inpatient and Outpatient in the proposed location in Libya.	Fail
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference:		
1) Organization and staffing.	Presentation of organization in area of operation i.e. Libya with suitable assignment of staff with clear list and copies of CVs for Specialists for different fields with a copy of the company Profile	Pass
	No presentation of organization in area of operation i.e. lack of Libya with suitable assignment of staff with clear list and copies of CVs for Specialists for different fields with a copy of the company Profile	Fail
2) Proposed Technical approach and methodology	The technical approach and methodology fully address ToR objectives, showing excellent understanding of subject matter and required processes.	Pass
	The technical approach and methodology poorly address ToR objectives, showing no understanding of subject matter and required processes.	Fail
3) Work Plan Feasibility	Adequately shows realistic timelines and deliverables for all required services consistent with requirements as outlined in the TOR.	Pass
	No work plan submitted	Fail

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, and Financial evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP.
- 11.2 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.3 IOM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. 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.
- 11.4 The Financial Proposal of Service Providers 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:

$$Sf = 100 \times F1 / F$$

Where:

Sf is the financial score of the Financial Proposal under consideration, F1 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 (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

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 service contract.
- 12.2 Negotiation will include: a) discussion and clarification of the Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; 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/ Consulting Firm; and f) Provisions of the contract.

- 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 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 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 V). To complete negotiations, IOM and the Service Providers shall initial the agreed contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Medical Service agreement Contract

- 13.1 The Medical Service agreement shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on [1 May 2022](#)

14. Confidentiality

- 14.1.1 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.

Annex A: Technical Proposal Submission Form

[Location, Date]

To: [\[iomlibyaproposal@iom.int\]](mailto:iomlibyaproposal@iom.int)

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Medical Referral Services – Inpatient and Outpatient for 12 months in Tripoli, Misrata, Benghazi and Sebha, Libya* .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

Annex B: Financial Proposal Submission Form & Price list

[Location, Date]

To: [\[iomlibyaproposal@iom.int\]](mailto:iomlibyaproposal@iom.int)

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for *Medical Referral Services – Inpatient and Outpatient for 12 months in Tripoli, Misrata, Benghazi and Sebha, Libya* 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 ,the contract, the provisions relating to the eligibility of Service Providers, 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:

Price List/Schedule

	Item Description	Rate per person per individual case per month in USD
1	Inpatient Services and supplies provided during hospitalization as needed per individual case; including bed and board in basic level shared bedroom, operating room, recovery room, intensive care, men admission ward, women admission ward, pediatric inpatient department, Isolation infectious department, psychiatric section, imaging and diagnostic testing, nursing care, physical therapy, as well as drugs and medicines administered while in-patient.	
2	Emergency Services (24/7) Services provided for conditions that are acute, serious, life-threatening, such as violent and/or nonviolent related accidents, sudden illness, and emergency life-saving interventions	
3	Obstetric and newborn care: Care and services that women receive during pregnancy (prenatal care), throughout labor, delivery and post-delivery, and outpatient care for newborn including the vaccination for the newborn according to national guideline.	
4	Pediatric services: Services provided includes, but not limited to: physical examinations, developmental assessments, laboratory tests, and Prescription drugs.	
5	Outpatient Services Medical consultations (without being admitted to a hospital), and other medical services provided at a Clinic/Hospital, doctor's office, include, but are not limited to: <ul style="list-style-type: none"> ➤ Mild Trauma/minor surgical interventions ➤ Specialist consultations for all specialties provided by the clinic/ Hospital ➤ Diagnostic tests and diagnostic imaging provided by the clinic/Hospital 	
6	Ambulance (24/7) Ground transport vehicle (ambulance) to transfer the patient from the detention center, disembarkation point or other community location as per need to the Clinic/Hospital for medical assistance and/or from one medical facility to another. The clinic should provide Ambulance with ICU support as medically required.	

Annex C

Terms of Reference (TOR):

In order to provide specific and advanced medical services to beneficiaries/migrants, IOM would like to have services agreement with Private hospitals in (Tripoli, Misrata, Benghazi and Sebha)

The services required from Migrant health Division IOM include but not limited to below.

Inpatient Services

Services and supplies provided during hospitalization as needed per individual case; including bed and board in basic level shared bedroom, operating room, recovery room, intensive care, men admission ward, women admission ward, pediatric inpatient department, Isolation infectious department, psychiatric section, imaging and diagnostic testing, nursing care, physical therapy, as well as drugs and medicines administered while in-patient.

Emergency Services (24/7)

Services provided for conditions that are acute, serious, life-threatening, such as violent and/or nonviolent related accidents, sudden illness, and emergency life-saving interventions.

Obstetric and newborn care:

Care and services that women receive during pregnancy (prenatal care), throughout labor, delivery and post-delivery, and outpatient care for newborn including the vaccination for the newborn according to national guideline.

Pediatric services:

Services provided includes, but not limited to: physical examinations, developmental assessments, laboratory tests, and Prescription drugs.

Outpatient Services

Medical consultations (without being admitted to a hospital), and other medical services provided at a Clinic/Hospital, doctor's office, include, but are not limited to:

- Mild Trauma/minor surgical interventions
- Specialist consultations for all specialties provided by the clinic/ Hospital
- Diagnostic tests and diagnostic imaging provided by the clinic/Hospital

Shelter Annex (optional, but will be considered as an added advantage)

Provide non-medical sheltering/accommodations services as per needed for the beneficiary or vulnerable migrant who completed the medical care but still has no place to go and needs to receive a protections measure.

Ambulance (24/7)

Ground transport vehicle (ambulance) to transfer the patient from the detention center, disembarkation point or other community location as per need to the Clinic/Hospital for medical assistance and/or from one medical facility to another.

The clinic should provide Ambulance with ICU support as medically required.

Annex D. Vendor Information Sheet

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

VENDOR INFORMATION SHEET (VIS)

Name _____ of _____ the _____ Company

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

- | | | |
|--|--|--|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Retailer | <input type="checkbox"/> Computer Hardware |
| <input type="checkbox"/> Trader | <input type="checkbox"/> Importer | <input type="checkbox"/> Service Bureau |
| <input type="checkbox"/> Site Development/
Construction | <input type="checkbox"/> Consultancy | <input type="checkbox"/> Others _____
_____ |

Number of Years in business: _____

Complete Products & Services

Payment Details

- Payment Method Cash Check Bank Transfer Others
- Currency Loc.Currency USD EUR Others
- Terms of Payment 30 days 15 days 7 days upon receipt of invoice
- Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____

Bldg and Street _____

City _____

Country _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Account No. _____

Swift Code _____

Iban Number _____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____



Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

Trade Reference

Company	Contact Person	Contact Number

Banking Reference

Bank	Contact Person	Contact Number

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor e Global Loca

Annex E. Standard Form of Contract

IOM office-specific Ref. No.	
IOM Project Code	

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

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

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with the provision of examinations and / or treatments for IOM beneficiaries referred to the Service Provider by IOM (the “**IOM Beneficiaries**”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement:

- | | | |
|-----|------------------|--|
| (a) | Annex I | Price Schedule |
| (b) | Annex II | Investigations Request Form |
| (c) | Annex III | IOM’s Data Protection Principles |
| (d) | Annex IV | IOM Terms and Conditions for European Union Funded Service Type Agreements |
| (e) | Annex V | Floor plan of the facility |

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

2. Services Supplied

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

- a) Performance of the medical services to IOM Beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);

- b) Ensure and verify the identity of each IOM Beneficiary prior to the performance of the Services by the Service Provider's personnel. In case of doubt of identity switch, IOM must be notified immediately and Services discontinued until further notice by IOM;
- c) Prepare a detailed final treatment report by qualified medical personnel upon completion of the treatment period and submit to IOM;

OR

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

- a) Performance of the examination to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);
- b) Ensure and verify the identity of each IOM Beneficiary prior to the performance of the examination by the Service Provider's personnel. In case of doubt of identity switch, IOM must be notified immediately and examination discontinued until further notice by IOM;
- c) Interpretation of test results by qualified medical personnel using the official forms of the Service Provider, unless otherwise instructed by IOM;
- d) In case of a conclusive test result indicating existence of pathological condition, IOM shall be immediately informed and follow-up laboratory examinations shall be conducted as soon as possible. The IOM Beneficiary and the relevant laboratory or radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day.
- e) Completion of the official forms and submission of completed forms to designated IOM staff directly or via courier system as agreed by IOM. Under no circumstances will the results be handed over, or the Service Provider communicate directly to the IOM Beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard;
- f) Only radiological examination (X-ray) of acceptable standards will be accepted and paid for by IOM. IOM shall not pay for non-acceptable radiological examinations. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the IOM Beneficiary;
- g) The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results which shall be included in Annex II under "Completion By."

2.2 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall timely inform IOM of any further or other examination or treatment

that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.

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

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

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

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

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

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

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

3. Charges and Payments

3.1 The all-inclusive prices for the Services under this Agreement are specified in detail in the Price Schedule (Annex I), attached hereto and forming an integral part hereof. Any changes to the Price Schedule, including variations to any of the prices (each, a “Price”) shall be made in writing with the consent of both Parties in accordance with Article 20.2.

3.2 If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of each IOM Beneficiary. The Price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services.

3.3 The Service Provider shall invoice IOM on a monthly basis. The invoice shall include: [dates of the service, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation (add/delete as necessary)]. The original of the IOM Beneficiary Medical Assistance Voucher Forms shall be attached to the submitted invoice.

3.4 Payments shall become due [insert number of days] days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

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

3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment whether in whole or in part until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. 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 in the procurement of this Agreement;
- f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h) The Price(s) specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that

any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;

- i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its

knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.

- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times.

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

5. Assignment and Subcontracting

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

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

6. Delays, Defaults and Force Majeure

- 6.1 If the Service Provider fails to provide the Services within any time limits agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the Price for the Services per day of delay or part thereof up to a maximum of 10% of the Price. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

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

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 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 delivered, or sent by prepaid post or facsimile to the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

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

14. Status of IOM

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

15. Indemnity

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

16. Waiver

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

17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30) days'** written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by

the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any fees or costs incurred during the period of suspension of this Agreement.

18. Severability

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

19. Entire Agreement

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

20. Entry into Force; Amendments

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties.

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the 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]

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

ANNEX I
PRICE SCHEDULE

ITEM NO.	DESCRIPTION	EST. DURATION	PRICE IN NUMBERS	PRICE IN WORDS
1	X-ray posteroanterior	1 (one) day	USD 5.00	Five US Dollars only
2	X-ray lateral	1 (one) day	USD 5.00	Five US Dollars only
3	sputum sample collection and analysis	1 (one) day	USD 10.00	Ten US Dollars only
4	Pulmonary TB treatment, incl. medication	6 (six) months	USD 1,000.00	One Thousand US Dollars only
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For and on behalf of

For and on behalf of

The International Organization
for Migration

[Name of Service Provider]

Signature

Signature

Name:

Name:

Position:

Position: