

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200785082

Date: 07 November 2024

### SECTION 1: REQUEST FOR QUOTATION (RFQ) for provision of Provision of Cash Disbursement Services to 20 beneficiaries in Libya

International Organization for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

- Section 1: This request letter
- Section 2: RFQ Instructions and Data
- Annex 1: Schedule of Requirements / Terms of Reference
- Annex 2: Quotation Submission Form
- Annex 3: Technical and Financial Offer
- Annex 4: General Conditions of Contract

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using [Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer](#), by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

**The International Organization for Migration (IOM) invites all interested financial service providers to attend a pre-bid conference for guidance on the submission of quotations in response to this RFQ. This session will cover submission instructions, required documentation, and compliance requirements. Attendees will have the opportunity to clarify any questions regarding the RFQ process to ensure a clear understanding of expectations. Participation is highly encouraged to support a transparent and effective bidding process. Please attend using this link on 14 November 2024 at 02:00 PM Libya Time using this link [Join the meeting now](#)**

**Meeting ID: 337 118 265 428**

**Passcode: Gd8wpD .**

Thank you and we look forward to receiving your quotations.

Approved by:

IOM Libya Supply Chain Unit

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	20 November 2024, If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering  <input checked="" type="checkbox"/> Email  <input type="checkbox"/> Courier / Hand delivery  <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 25MB</li> <li>▪ Mandatory subject of email: Company name 4200785082</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> <li>▪ The Bidder should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Supplier Code of Conduct</b>	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
<b>General Conditions of Contract</b>	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative. Only Bidders that are determined to be qualified shall be considered for award holding a valid license to provide financial services in Libya and completing VIS (Vendor information sheet accepting declaration of conformity (DOC)).
<b>Currency of Quotation</b>	<p>Quotations shall be quoted in USD</p> <ul style="list-style-type: none"> <li>• UN exchange rates shall be applied during that month when converting USD to LYD.</li> </ul> <p><a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></p>

<b>Duties and taxes</b>	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its
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	<p>official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
<b>Language of quotation and documentation including catalogues, instructions and operating manuals</b>	English
<b>Documents to be submitted</b>	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 and Section 3. <input checked="" type="checkbox"/> Other <b>Bidder not already registered with IOM must submit listed documents: Company Profile, Valid Company Registration Certificates, Company Articles of association, Company Organogram, Bank account letter, Audited financial statement for last two years or Bank account statement for one year, Tax Certificate, references.</b></p>
<b>Quotation validity period</b>	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
<b>Price variation</b>	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
<b>Partial Quotes</b>	<p><input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted (<i>by type money transfer services and payment solutions</i>)</p>
<b>Payment Terms</b>	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p>
<b>Contact Person for correspondence, notifications and clarifications</b>	<p>Focal Person: IOM Libya Procurement E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated by Email.
<b>Evaluation method</b>	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p>
<b>Preliminary Examination</b>	IOM shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any Bid at this stage.
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
<b>Right to vary requirement at time of award</b>	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
<b>Type of Contract to be awarded</b>	Service Agreement

<b>Expected date for contract award.</b>	20 December 2024
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

## ANNEX 1: TERMS OF REFERENCE

### Terms of Reference (TOR) for Financial Service Provider: Provision of Cash Disbursement Services

#### A. Project Title

Provision of Cash Disbursement Services in Libya

#### B. Project Description

- **Project Rationale/Background:** IOM Libya is an influential partner in Libya's humanitarian and development response, providing critical services such as emergency life-saving support to internally displaced populations, returnees, and other vulnerable groups. IOM's services include food and non-food item distribution and Stabilization and recovery activities such as Cash-for-Work, Community Revitalization Programs, and Enterprise Recovery.
- **Objectives of the Project:** IOM recognizes the need to deliver cash-based interventions efficiently. This project's objective is to ensure secure, timely, and dignified access to cash for beneficiaries through the provision of cash disbursement services ("Cash in Envelope," "Certified Cheque," or "Prepaid Card") by a qualified financial service provider (FSP). Due to government mandates, the prepaid card method will be a core service, with flexibility for FSPs to also provide cash or certified cheque options.

#### C. Scope of Services, Expected Outputs, and Target Completion

- **Scope of Services:**
  - The service provider is required to deliver cash or certified cheques to beneficiaries, with the option of electronic payment services (such as prepaid cards) to align with government mandates. The prepaid card method will enable the FSP to offer cash-in-hand or certified cheque options, depending on beneficiary needs and regional requirements.
  - The disbursements must be operational across Libya, especially in the east (Benghazi, Tobruk, Derna, Shahat, Albayda, Kufra, and surrounding areas), including hard-to-reach regions, ensuring safe and dignified access to cash for all beneficiaries.
  - Two cash delivery models will be used:
    1. **Post-paid model (preferred):** IOM will reimburse the service provider after cash or cheque distribution to IOM-approved beneficiaries. A "ceiling" limit will be agreed upon to manage reimbursements.
    2. **Pre-paid model:** IOM will advance the cash or prepaid card funds to the service provider for distribution prior to the disbursement date.
  - The service provider must ensure adequate liquidity to cover daily disbursements ranging from \$200 to \$7,800 per beneficiary (or the equivalent in LYD).
- **Expected Outputs:**
  - Monthly financial reports detailing the total cash distributed, beneficiaries served, and locations of disbursements (including those made via prepaid card, cash, or cheque).
  - Secure distribution of cash or prepaid card to all listed beneficiaries.
  - Signed card distribution list must be shared with IOM upon delivery, to allow immediate reconciliation.

- List of activated cards must be shared with IOM after activation is completed.
  - Top-up request must be processed as per IOM's request, and IOM shall be notified without delay once the request has been processed and duly completed by the FSP.
  - Reports of card usage, any unredeemed cash amounts and the return of any undistributed funds to IOM.
  - Where IOM prescribed specific period of usage, the credit/balance in the card must only be made available for usage within this specific timeframe.
  - In case of multiple POs / purchase order, reports and invoices shall be submitted to IOM per PO to allow easy tracking.
  - Customer support provided in timely manner for IOM and the recipients, with well-established complaint/feedback mechanism.
- **Target Completion:**
    - Each project will have its own timeline based on IOM's requirements. The service provider will be engaged in multiple projects over the course of the eleven-month period, with each project entailing different volumes of beneficiaries, transfer amounts, and locations.
    - Penalties will apply for failure to adhere to the agreed-upon distribution schedules (e.g., 2.5% penalty for missed scheduled distributions without prior notice).

#### D. Institutional Arrangement

- **Supervision and Reporting:**
  - The service provider will report directly to IOM's Supply Chain Department.
  - Monthly reports are required, as well as other additional reports to track the progress of cash, cheque, or prepaid card disbursements.
- **Collaboration:**
  - The service provider must coordinate closely with IOM, local authorities, community leaders, and other stakeholders to ensure smooth cash delivery to beneficiaries, especially in the eastern regions of Libya.

#### E. Duration of Work

- **Total Duration:** The contract duration is eleven months, with the possibility of extension based on satisfactory performance.
- **Start and End Dates:** The project is expected to commence on **25 November 2024**, with individual project cycles determined by IOM.
- **Impact of Delays:** Any delays in disbursement without prior notice may result in penalties, such as a 2.5% deduction from the service fee.

#### F. Location of Work

- **Primary Locations:** The services will cover various governorates in Libya, particularly in the east, including Benghazi, Tobruk, Derna, Shahat, Albayda, Kufra, and other areas. The service provider must be able to reach hard-to-access regions.
- **Field Work:** The service provider must have the capability to ensure the safe delivery of cash, cheques, or prepaid cards to beneficiaries, even in insecure or remote locations.

#### G. Qualifications of the Service Provider

- **Corporate Specialization:** The service provider must be a legally registered financial institution with experience in cash disbursement services and prepaid card management, in compliance with Libyan government regulations. The provider must demonstrate financial stability, proven operational capacity, and experience working within Libya's humanitarian context.
- **Experience:** A minimum of three to five years of experience in handling large-scale cash disbursement operations is required. Familiarity with the use of prepaid cards, along with expertise in post-conflict or humanitarian environments, is highly valued.
- **Team Composition:** The provider must have a qualified team including financial auditors, operations managers, and security personnel capable of managing cash disbursements in volatile regions.

#### H. Scope of Proposal Price and Schedule of Payments

- **Contract Type:** A fixed-price contract with payment schedules based on milestones related to successful cash disbursements, prepaid card issuance, or cheque distribution.
- **Cost Components:** Proposals must include costs for personnel, logistics, security, transportation, and other operational needs (e.g., the costs of prepaid card transactions).
- **Payment Schedule:**
  - **Post-paid model:** Payment will be made after the completion of the disbursement and reconciliation of accounts.
  - or
  - **Pre-paid model:** IOM will transfer the cash in advance, and the service provider will charge a service fee upon completion of disbursement.





**VENDOR INFORMATION SHEET**

**Vendor No.** \_\_\_\_\_  
Internal to IOM

**Registered Vendor Name\*:** Company \_\_\_\_\_

**Other Names/Acronyms** \_\_\_\_\_

**Address\***  
House No \_\_\_\_\_  
Street Name \_\_\_\_\_  
ZIP/Postal Code\* \_\_\_\_\_  
City\* \_\_\_\_\_  
Region\* \_\_\_\_\_  
Country\* \_\_\_\_\_

**Contact Information**  
Company Tel/Mobile: \_\_\_\_\_ Contact Person\*: \_\_\_\_\_  
Company Email\*: \_\_\_\_\_ Contact Person Position: \_\_\_\_\_  
Company Website: \_\_\_\_\_

**Industry Category\*:**  0100 - Commercial Vendors  0500 - International Organizations - Non-UN  
 0200 - National CSOs  0600 - UN entities  
 0300 - National Government Entities  0005 - Individual Consultant/Non-Staff  
 0400 - International CSOs

**Business Type\*:**  Direct Producer/Manufacturing  
 Reseller/Distributor/Service Provider

**Provide Services/Goods Internationally\***  Yes  No  
**Disability-inclusive\***  Yes  Not applicable  
**Women-owned/controlled\***  At least 51% women-owned/controlled  
 Less than 51% women-owned/controlled  
 Not applicable  
**Environmental Statement\***  Yes  No  
**Environmental or Energy Management System\***  Yes  No

**Notes**

All fields marked with \* are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).

**Vendor Name** - should match IDs or registration documents.

If there is insufficient space, please use the **Other Information section**

**Product Categories (check all applicable)\***

- |   |  |  |   |
|---|--|--|---|
| <input type="checkbox"/> Agriculture, Livestock and Fisheries | <input type="checkbox"/> Fuels and Derivatives             | <input type="checkbox"/> Legal and Investigation     | <input type="checkbox"/> Power Supply and Electric        |
| <input type="checkbox"/> Chemicals                            | <input type="checkbox"/> Furniture                         | <input type="checkbox"/> Logistics and Warehousing   | <input type="checkbox"/> Quality Control and Environment  |
| <input type="checkbox"/> Clothing and Luggage                 | <input type="checkbox"/> Hospitality, Events               | <input type="checkbox"/> Media and Printing          | <input type="checkbox"/> Security                         |
| <input type="checkbox"/> Construction                         | <input type="checkbox"/> Insurances                        | <input type="checkbox"/> Medical, Drugs and Pharma   | <input type="checkbox"/> Social and Humanitarian Services |
| <input type="checkbox"/> Consultancy and Contracted Services  | <input type="checkbox"/> IT and Communications             | <input type="checkbox"/> NFIs – Household and Camps  | <input type="checkbox"/> Tickets                          |
| <input type="checkbox"/> Finance and Administration           | <input type="checkbox"/> Land and Buildings                | <input type="checkbox"/> Office Equipment and Supply | <input type="checkbox"/> Tools and Machinery              |
| <input type="checkbox"/> Food and Beverage                    | <input type="checkbox"/> Learning, Training and Recreation | <input type="checkbox"/> Personal Care               | <input type="checkbox"/> Vehicles and Accessories         |

**UNGM No.** \_\_\_\_\_  
**UN Partner Portal Reference** \_\_\_\_\_  
**Registration Date\*** \_\_\_\_\_  
**VAT Number\*** \_\_\_\_\_

<https://www.unqgm.org/UNUser/Home>  
<https://www.unpartnerportal.org>  
 Country of Operations (dd-mmm-yyyy)

**Licensing Auth./Type** \_\_\_\_\_ **License No.:** \_\_\_\_\_ **Reg. Date:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_  
For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

**Partner Entities** (indicate if there are other relevant business partner accounts already registered in IOM. *Format: Account Number-Name*)

Same entity registered in another office \_\_\_\_\_  
 Parent company \_\_\_\_\_  
 Subsidiaries/Branches \_\_\_\_\_

**Other Information:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method\* [ ] Bank Transfer [ ] Check\*\* [ ] Cash\*\* [ ] Others\*\*
Justification for Non-Bank Payment Method\*\*

Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name
Bldg and Street
City
Postal Code
Country\*
Bank Account Name
Bank Keys
Account Currency
Bank Account No.

\*Depending on the country

Swift Code/BIC (accounts outside U.S.A.)
IBAN Number (mandatory for banks in Europe)
Clearing No. (CHF accounts in Switzerland)
ABA No. for ACH (USD accounts in U.S.A.)
Bank Number

Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration and Proof of Banking Details to IOM. Vendors are also required to comply with the UN Supplier Code of Conduct.

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

Printed Name
Position/Title

Signature
Date

(Please fill sign and stamp the form)

## UN SUPPLIER CODE OF CONDUCT

**United Nations Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.<sup>2</sup>

### 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

### 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

<sup>1</sup> In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

#### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup> These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup> This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its *Protocol of 2014* and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup> These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup> These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup> These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>9</sup>

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

<sup>8</sup> These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm>).

<sup>9</sup> These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hlcmpn.secretariat@one.un.org](mailto:hlcmpn.secretariat@one.un.org).**

(Please fill sign and stamp the form)

**BIDDER'S DECLARATION OF CONFORMITY<sup>2</sup>**

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

<sup>2</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.



## ANNEX 2: TECHNICAL AND FINANCIAL OFFER - SERVICES

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	4200785082	Date: Click or tap to enter a date.

**Technical Offer (technical evaluation will be on Pass and Fail criteria based on providing the below documents)**

**Provide the following:**

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- Providing proof of experience in the past 2 years (contracts/POs)
- available offices and locations (coverage area)
- Leadtime on providing the services.

**Financial Offer**

Currency of the Quotation: USD				
Item No	Description	Service fee	Proposed service	Total all-inclusive price
1	Cash disbarment service to beneficiary No.1 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
2	Cash disbarment service to beneficiary No.2 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
3	Cash disbarment service to beneficiary No.3 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
4	Cash disbarment service to beneficiary No.4 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
5	Cash disbarment service to beneficiary No.5 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			

6	Cash disbarment service to beneficiary No.6 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
7	Cash disbarment service to beneficiary No.7 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
8	Cash disbarment service to beneficiary No.8 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
9	Cash disbarment service to beneficiary No.9 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
10	Cash disbarment service to beneficiary No.10 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
11	Cash disbarment service to beneficiary No.11 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
12	Cash disbarment service to beneficiary No.12 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
13	Cash disbarment service to beneficiary No.13 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
14	Cash disbarment service to beneficiary No.14 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
15	Cash disbarment service to beneficiary No.15 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			

16	Cash disbarment service to beneficiary No.16 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
17	Cash disbarment service to beneficiary No.17 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
18	Cash disbarment service to beneficiary No.18 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
19	Cash disbarment service to beneficiary No.19 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			
20	Cash disbarment service to beneficiary No.20 as Cash in Envelope, Certified Cheque and/or Prepaid Card with amount ranging from \$200 to \$7,800 across Libya in an equivalent to LYD based on UN exchange rate including service fees.			

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

**Currency of Quotation: USD**

**Compliance with Requirements**

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p><b>Company Name</b>Click or tap here to enter text.</p> <p><b>Address:</b> Click or tap here to enter text. Click or tap here to enter text.</p> <p><b>Phone No.:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b>Click or tap here to enter text.</p>	<p><b>Authorized Signature:</b></p> <p><b>Date:</b>Click or tap here to enter text.</p> <p><b>Name:</b>Click or tap here to enter text.</p> <p><b>Functional Title of Authorised Signatory:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b> Click or tap here to enter text.</p>
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**ANNEX 4: GENERAL CONDITIONS OF CONTRACT**

IOM office-specific Ref. No.:	
IOM Project Code:	

**SERVICE AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**[Service Provider]**  
**on**  
**Prepaid Vouchers**

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, acting through its Mission in [country] , [Street Address] , represented by [Name and Title of IOM signatory] (“**IOM**”) and **[Financial Service Provider]** , [Street Address] , represented by [Signatory Representative for Service Provider] , [Title/position of signatory] (“**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; Definitions**

- 1.1** The Service Provider agrees to provide Prepaid Vouchers to [targeted beneficiary population] in [country] as outlined in the Services Proposal (Annex A) for the IOM Project entitled: “ [Project title]” (hereinafter, the “**Project**”), in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2** The following documents form an integral part of this Agreement:

**Annex****Description**

- A** Services Proposal with Price Schedule
- B** Retailer List
- C** IOM Data Protection Principles
- D** Performance Security (if applicable)
- E** IOM Terms and Conditions for European Union-Funded Service Type Agreements

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

**1.3 Definitions**

- (a) *Beneficiary* means the person(s) who have been identified by IOM and listed in a Distribution List as being eligible to receive Cash Benefits under the Project;
- (b) *Cash Benefits* means the funds allocated by IOM to each Beneficiary under the Project;
- (c) *Data subject* means an individual who can be identified directly or indirectly by reference to a specific factor or factors. Such factors may include a name, an identification number, material circumstances

and physical, mental, cultural, economic or social characteristics. For the purposes of this Agreement, *Data subjects* are Beneficiaries;

- (d) *Distribution List* means a list containing the [names] [IOM registration number] of Beneficiaries who will receive Cash Benefits and the corresponding amounts to be loaded to the Prepaid Vouchers.
- (e) *Prepaid Voucher* means a voucher that is distributed via plastic cards or electronic means, which can be redeemed at Retailers. Electronic means can include but is not limited to electronic message, text message or QR code;
- (f) *Need to know basis* means the case-by-case granting or denying of authorized access to categories of Personal data after careful deliberation;
- (g) *Personal data* means all information that could be used to identify Data subjects; it is any information relating to an identified or identifiable Data subject that is recorded by electronic means or paper;
- (h) *PIN* means a personal identification number which may be provided to each Beneficiary, according to instructions provided by the Service Provider;
- (i) *POS* means a point-of-sale terminal for cashless payments;
- (j) *Prepaid card* means a loadable and/or reloadable plastic or electronic card with a predetermined amount of Cash Benefits loaded onto the card;
- (k) *Retailer* means a vendor selected by IOM and/or the Service Provider where Beneficiaries can redeem Prepaid Vouchers.

## 2. Services

Within the framework of the Project and as described in the Services Proposal (Annex A), the Service Provider agrees to issue Prepaid Vouchers and other related financial services to IOM (the “**Services**”) in strict accordance with the following requirements and the attached Annexes,.

The provision of Services shall commence on [insert date] and end on [insert date].

### 2.1 General Requirements

- 2.1.1 The Service Provider shall create a customer account for IOM.
- 2.1.2 The Service Provider shall issue Prepaid Vouchers for Beneficiary use, linked to the IOM customer account.
- 2.1.3 Upon written instructions of IOM, the Service Provider shall load Cash Benefits to Prepaid Vouchers in accordance with the Distribution List.
- 2.1.4 In addition to the Distribution List, IOM may, from time to time, provide written instructions to the Service Provider on the distribution of any additional funds, if needed, which the Service Provider shall comply with upon receipt thereof.
- 2.1.5 In accordance with the Services Proposal (Annex A), the Service Provider shall deliver the Prepaid Vouchers, on dates to be agreed in writing or make them available for collection by the Beneficiaries.
- 2.1.6 The Service Provider shall provide the following, which shall accompany each Prepaid Voucher:
  - (a) A mailer and an instructional guide for the use and registration (if applicable) of the corresponding Prepaid Vouchers;
  - (b) a PIN code needed for use;

- (c) a telephone hotline number and/or email address that IOM and/or Beneficiaries may contact in case of technical problems with the issued Prepaid Vouchers; and
- (d) a website with user login, where Beneficiaries can check the balance on their Prepaid Vouchers.

- 2.1.7 In case of suspected fraud transactions, the Service Provider shall notify IOM immediately and the Service Provider shall cease the performance of any transactions on the relevant Prepaid Vouchers until further notice or instruction by IOM.
- 2.1.8 Any change to the value amount credited to any Prepaid Vouchers, disbursement procedure and schedule, Distribution List, or other material change in the process for provision of the Services will only be valid if authorized in advance by IOM in writing and signed by IOM's authorized representative.
- 2.1.9 The Service Provider shall provide IOM with [monthly, quarterly, weekly] distribution progress reports, detailing all the transactions completed within each relevant period and the overall status of IOM's account and service requests, including a breakdown of all the transactions requested and completed, the relevant dates and places, as well as any amounts not distributed to or un-withdrawn by Beneficiaries.
- 2.1.10 The Service Provider shall return any remaining balance not credited to the corresponding Prepaid Vouchers or not withdrawn by the Beneficiary within [insert number] ([insert number in words]) days from the completion by the Parties of reconciliation and approval by IOM of the relevant distribution progress report as required under Article 2.1.9 to the following bank account:

Account Number:

Account ID:

IBAN Number:

Swift Code

Bank Name

- 2.1.11 The Service Provider shall ensure that sufficient internal controls to deter fraud or risk of fraud related to the provision of Services are in place for the duration of the Agreement. Upon request by IOM, the Service Provider shall submit a safety and security plan showing its distribution mechanisms and, if required by IOM, demonstrate the security protocols in place to ensure safe receipt by the IOM Beneficiaries of the assistance through the use of the Prepaid Vouchers.
- 2.1.12 The Service Provider guarantees the security of the funds provided by IOM that are under the control or custody of its officials, employees, agents, servants, subcontractors, branches, networks, banking channels and other representatives.
- 2.1.13 The Service Provider shall be responsible for any corresponding Prepaid Vouchers that are lost, stolen or misplaced prior to delivery to IOM, including those in the custody of its agents or branches. The loss of any cash or funds in the course of the performance of the Services will be borne exclusively by the Service Provider.

- 2.1.14 The Service Provider has provided IOM with a list of Retailers, which is attached to this Agreement as the Retailer List (Annex B).
- 2.1.15 The Service Provider shall restrict the use of the Prepaid Vouchers to the purchase of items as approved by IOM. In particular, the Service Provider shall ensure that the Prepaid Vouchers cannot be redeemed for alcohol, cigarettes, tobacco or similar items.

## 2.2 Terms and Conditions relating to Prepaid Vouchers:

### 2.2.1 Each Prepaid Voucher shall:

- (a) be associated with [one Beneficiary] [one household] ;
- (b) bear a unique serial card number on the front and conform to the specifications set forth in the Service Proposal (Annex A);
- (c) be configured so that [it cannot be used for e-commerce transactions] [it can be used for e-commerce, within the parameters described in Annex A]; and
- (d) be configured so that it cannot be used for the purchase of alcohol, cigarettes, tobacco, or similar items.

2.2.2 The Service Provider shall also configure the Prepaid Vouchers for redemption option(s) specified for the Beneficiary in the Distribution List, subject to any modification that IOM may request in writing.

2.2.3 The Prepaid Vouchers shall be delivered to IOM and/or made available for collection by each Beneficiary in an inactivated state. The Prepaid Vouchers shall be activated by the Service Provider upon IOM's written instruction within one (1) business day from the date of receipt of the written instruction to activate the Prepaid Vouchers.

2.2.4 The Service Provider shall credit the Prepaid Vouchers in accordance with the Distribution List. The Cash Benefits shall be made available for redemption from receipt of the IOM funds to be credited as Cash Benefits to Beneficiaries until the date indicated in IOM's written instructions.

### 2.2.5 Suspension and cancellation of Prepaid Vouchers:

- (a) The Service Provider shall suspend and/or cancel a Prepaid Voucher in the following cases:
  - (i) After [number] unsuccessful attempts to provide the correct PIN or code at an authorized Retailer;
  - (ii) The Service Provider, in accordance with its policy, suspects that a fraud or a security issue exists in connection with the Prepaid Vouchers;
  - (iii) The PIN or code associated with the Prepaid Vouchers is reported by IOM as being lost, stolen or forgotten;
  - (iv) The Prepaid Voucher is reported as being stolen, damaged, malfunctioning or lost;
  - (v) The Service Provider confirms that, in accordance with its internal policy, a fraudulent activity or a security issue has occurred in connection with the Prepaid Voucher;
- (b) The Service Provider shall cancel a Prepaid Voucher in the following cases:
  - (i) Where required under regulatory, statutory or other mandatory law or public authority order, in which case Service Provider shall immediately notify IOM of such requirement;
  - (ii) Cancellation of the IOM customer account; and
  - (iii) Expiration or termination of this Agreement.



- (c) Upon IOM’s written instruction, the Service Provider shall suspend or cancel the Prepaid Vouchers no later than one (1) business day from the day of receipt of such written instruction.
- (d) The Service Provider shall ensure that all suspended Prepaid Vouchers shall have no functionality upon such suspension or cancellation, and that no further transactions may be effected using such suspended or cancelled Prepaid Vouchers until the suspension is lifted. The Service Provider shall lift the suspension of the relevant Prepaid Vouchers in the following cases:
  - (i) Where the Prepaid Vouchers had been suspended on the Service Provider’s initiative, and the cause for suspension has ceased to subsist in which case the Service Provider shall immediately notify IOM that the suspension has been lifted; or
  - (ii) Where the Prepaid Vouchers had been suspended on IOM’s written instruction, and IOM requests the suspension to be lifted.
- (e) The Service Provider shall ensure that Prepaid Vouchers that are cancelled in accordance with Article 2.2.5 shall have no functionality whatsoever upon such cancellation, and that no further transactions may be effected using such cancelled Prepaid Vouchers.

2.2.6 The Service Provider shall immediately replace Prepaid Vouchers that are lost, damaged or cancelled, without additional cost to IOM.

### 2.3 Data Transfer

2.3.1 IOM shall, in accordance with its Data Protection Principles (Annex C) and the provisions of this Agreement, transfer to the Service Provider the following Personal data of its Beneficiaries (hereinafter “the selected Personal data”): *Beneficiary name, IOM registration number [and Beneficiary mobile number]*.

2.3.2 The specified purpose of the data transfer of the selected Personal data is to facilitate the performance of Services as described in this Agreement and its Annexes, including through the following:

- (a) IOM will provide the Service Provider with the Beneficiary’s IOM registration number or code necessary to pre-load the Prepaid Vouchers with the correct amount, as provided in the Distribution List.
- (b) In cases where the use of the Prepaid Vouchers requires name and identification of the Beneficiary, IOM will provide this information via the Distribution List, and the Beneficiary will present his IOM card and/or ID that includes his/her name.

2.3.3 The method of transfer of the selected Personal data will be the following preferred method: Electronically by email from IOM to the Service Provider through the format below. The Personal data in the sheet will be encrypted, password protected and the password transmitted to the Service Provider through a separate message. IOM shall obtain the consent of each Beneficiary for this data sharing.

#	IOM Card Number	Amount	Duration

2.3.4 Where the Service Provider requires use of its own form(s) to provide the Services in this Agreement, IOM shall review the form(s) and ensure that the data is provided in a manner consistent with its Data Protection Principles and is provided on a strictly “Need to know” basis.

## 2.4 Obligations of the Service Provider as a Receiving Party of Personal Data

- 2.4.1 The Service Provider understands that IOM is bound by a duty of confidentiality in relation to the Personal data it receives from Data subjects or collects on behalf of IOM. The Service Provider shall take all reasonable and necessary precautions to preserve the confidentiality of the selected Personal data and the anonymity of Data subjects.
- 2.4.2 The Service Provider shall comply with the IOM Data Protection Principles (Annex C) when it processes the selected Personal data in the performance of this Agreement.
- 2.4.3 The Service Provider warrants that it shall comply with the data protection safeguards outlined in IOM's Data Protection Principles (Annex C) and this Agreement and shall perform its obligations under this Agreement in such a way as to ensure that its data protection obligations and the data protection obligations of IOM to the Beneficiaries (Data subjects) are not breached. In particular, the Service Provider undertakes to:
- (a) Use the selected Personal data it receives from IOM exclusively to provide the Services under Article 2. The Service Provider shall make no other use of the selected Personal data under the Agreement without IOM's prior written consent.
  - (b) Implement appropriate data security measures to preserve the integrity of the selected Personal data and prevent any corruption, tampering, loss, damage, unauthorized access, or improper disclosure of the same.
  - (c) Maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of the selected Personal data are encrypted.
  - (d) Take all reasonable steps to limit the access to the selected Personal data on a strictly applied "Need to know" basis to its authorized employees and agents.
  - (e) Take all reasonable steps to ensure that all its employees, agents and subcontractors abide by the confidentiality obligations under this Agreement.
  - (f) Prohibit any processing of the selected Personal data which is not in accordance with the terms of this Agreement.
  - (g) Immediately update, rectify and/or delete the selected Personal data upon instruction from IOM.
  - (h) Provide updates to IOM with any changes recorded in the selected Personal data upon request from IOM.
  - (i) Retain the selected Personal data only to the extent, and in such a manner, that is necessary to provide the Service(s) as outlined in this Agreement and its Annexes.
  - (j) At the end of the Service(s), ensure that all selected Personal data have been transferred to IOM and delete all and any copies of them from the Service Provider's paper and electronic files. Where local laws or regulations require the Service Provider to maintain these records, the Service Provider shall ensure that the data is anonymized where possible, and/or that the Personal data in the records are password-protected and limited to a strictly Need to know basis.
  - (k) Inform IOM of any current or future internal regulations, national laws or regulations which may impact on the IOM Data Protection Principles.
  - (l) Immediately notify IOM in case any Data subject (Beneficiary) contacts the Service Provider to request access, modification, deletion or any other type of processing of his/her Personal data.
  - (m) Immediately transmit to IOM any request by a third entity, including governmental authority, to share the selected Personal data. The Service Provider shall not comply with any such requests without obtaining written consent from IOM.

- (n) Immediately notify IOM in writing upon becoming aware of any data breach and inform IOM if the data breach is likely to result in personal injury or harm to the Data subjects.
- (o) If transmission of this data is permitted by IOM, the Service Provider shall include a confidentiality notice on each copy reproduced, in whole or in part. The Service Provider shall only disclose data to the extent strictly necessary for the purpose identified in the request for such data.
- (p) Not further process, disclose, publish or transmit the selected Personal data to any third party, without the prior written permission of IOM.

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

**2.6** 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.

### **3. The Service Fee**

**3.1** In full consideration of the Services, the service charges (the “**Service Fee**”) shall apply in accordance with the Price Schedule, attached as **Annex A**.

**3.2** The Service Fee is the total charge to IOM for the Services.

**3.3** IOM will transfer the funds to be loaded to the Prepaid Vouchers on a [weekly/monthly/etc.] basis to the Service Provider. IOM shall notify the Service Provider in writing of the amount to be loaded prior to each transfer. IOM does not have any obligation to transfer any minimum amount. The [weekly/monthly/etc.] amount of the Cash Benefits to be transferred to the Beneficiary Accounts may vary.

**3.4** The Service Fee shall be in the same currency as the Cash Benefits.

**3.5** The Service Fee will be paid based on the [amount credited to the Prepaid Vouchers] / [number of transactions] scheduled for the distribution period.

**3.6** The Service Provider shall issue a statement of account to IOM at the end of each distribution period. The statement of account shall include: [amount of funds received from IOM as Cash Benefits, period covered, number of Beneficiaries assisted, amount collected by each Beneficiary, the corresponding Beneficiary IOM registration number, and the applicable Service fee]. IOM shall reconcile the Service Fee against the actual amount disbursed during the relevant distribution period. After reconciliation, Service Provider, shall issue either an invoice or a credit note, as necessary.

**3.7** The Service Provider shall issue an invoice to IOM within 5 (five) working days upon completion of reconciliation for the relevant distribution period. The invoice shall include: [amount due after reconciliation, period covered and the applicable Service fee].

3.8 Payment of the Service Fees shall become due 30 (thirty) days after IOM's receipt and approval of the invoice. Payments 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:

3.9 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.

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

3.11 IOM shall have the right to set off any losses, for which the Service Provider is liable, unredeemed Cash Benefits and undistributed funds against any remaining obligation to pay the Service Provider under this Agreement.

#### 4. Performance Security

4.1 The Service Provider shall furnish IOM with a performance security (the "**Performance Security**"), in an amount equivalent to [insert amount] ([insert amount in words]), to be issued by a reputable bank or company, and in a format acceptable to IOM.

4.2 The Performance Security shall serve as the guarantee for the Service Provider's faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider's liability to IOM, in the event of breach of this Agreement by the Service Provider. The Performance Security shall be effective until the fulfilment of Service Provider's obligations, following which it will be discharged by IOM.

#### 5. Warranties

5.1 The Service Provider warrants that:

- (a) It is a company that is financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide the Services fully and satisfactorily, 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 shall take out appropriate insurance coverage, including but not limited to the necessary coverage for the Cash Benefits received from IOM for distribution;
- (h) The Service Fee 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; and
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

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

- (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.

5.3 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:
  - i. 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;
  - ii. 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; and
- (e) Adhere to above commitments at all times.

5.4 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 5.1, 5.2 or 5.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

## 6. Assignment and Subcontracting

- 6.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 6.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor

and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

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

- 7.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 7.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 7.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 7.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 7.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 18 (Termination) shall apply.

## **8. Independent Contractor**

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

## 9. Audit

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

## 10. Confidentiality

- 10.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any Personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## 11. Intellectual Property

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

## 12. Notices

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

**International Organization for Migration (IOM)**

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

[IOM's address]

Email: [IOM's email address]

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

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

[Service Provider's address]



Email: [Service Provider's email address]

### **13. Dispute Resolution**

- 13.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 13.2 In the event that the dispute, controversy or claim 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.
- 13.3 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.
- 13.4 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.

### **14. Use of IOM Name, Abbreviation and Emblem**

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

### **15. Status of IOM**

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

### **16. Indemnities**

- 16.1 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.

16.2 This indemnity shall survive the expiration or termination of this Agreement.

## 17. Waiver

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

## 18. Termination

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

18.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

18.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

18.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

## 19. Severability

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

## 20. Entire Agreement

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

## 21. 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 18 (Termination).
- 21.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

## 22. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

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: