

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

Provision of Basic and intermediate English Course training in all locations in East of Libya

For a long-term agreement

Prepared by



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

IOM Libya Mission

21 March 2021

REQUEST FOR PROPOSALS
RFP No.: LY21-082

Mission: *Libya*

Project Name: *Long Term Agreement*

WBS: *Long Term Agreement*

Title of Services: *Provision of Basic & intermediate English Course training in all locations
in East of Libya
For a long-term agreement*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Basic & intermediate English Course training in all locations in East of Libya*

For a long term agreement for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services:

<i>Item No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate per Pax in USD</i>
<i>1</i>	English Courses per Pax and per day (Beginner) for all locations in the East of Libya for one-year Long term Agreement	<i>1</i>	<i>Pax</i>	
<i>2</i>	English Courses per Pax and per day (Intermediate) for all locations in the East of Libya for one-year Long term Agreement	<i>1</i>	<i>Pax</i>	
<i>3</i>	Coffee Break and Lunch per pax on need basis for a long-term agreement	<i>1</i>	<i>Pax</i>	
<i>4</i>	Land scape banner	<i>1</i>	<i>pcs</i>	
<i>5</i>	Roll-Up banner	<i>1</i>	<i>Pcs</i>	

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

The RFP includes the following documents:

- Section I. Instructions to Service Providers Firms
- Section II. Financial Proposal – Standard Forms
- Section III. Standard Form of Contract

The Proposals must be delivered by hand or through mail to IOM with office address at iomlibyaproposal@iom.int on or *before 07 April 2021, at 1700Hrs Libya Time* No late proposal shall be accepted.

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

[IOM Libya Procurement](#)

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

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Section I - Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report .

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
 - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

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

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *Five (5) working days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

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

- a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least *Five years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information:

- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

¹ This clause shall be included/revised as deemed necessary

- b) A description of the approach, methodology and work plan for performing the assignment and list of the trainers.
- c) The list of proposed Professional Staff team by area of expertise, who will be the focal point for this service.
- d) Latest CV signed by the proposed professional staff and the authorized representative submitting the proposal for the Trainers or the focal point for this service.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, service providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider for any such taxes or b) pay such taxes on behalf of the service provider.² Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *at least 12 months* During this period, the Service Provider is expected to keep available the trainers for the assignment³. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors

² *This clause shall be included/revised as deemed necessary*

³ *For this purpose, the Mission may have the option to require short-listed Consultants a bid security.*

made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

- 8.3 The Service Providers shall submit Technical Proposal and Financial Proposal as appropriate.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by IOM.

9. Evaluation of Proposals

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

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *Fifteen (15) working days* after the deadline for receipt of proposals.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the described services, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system⁴. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the described services or if it fails to achieve the minimum technical qualifying score which is *70*.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers relevant to the assignment: Copies of POs and contracts for similar services	30

⁴ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

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

- a) Ownership of the equipment if any 10
- b) List of the trainers 20
- c) Organization. Company profile to be provided 10.

Total points for criterion (ii):

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

- a) CVs for the trainers 30

Total points for criterion (iii): [30]

The minimum technical score S_t required to pass is: ____ Points [*Insert number of point; usually 70%*]

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

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider and services described.

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, and Financial evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP

11.2 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

11.3 IOM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

12. Negotiations

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *15.04.2021*

- 12.2 Negotiation will include: a) discussion and clarification of the Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on [\[15.04.2021\]](#).

14. Confidentiality

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

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Basic and Intermediate English Course training in all locations in East of Libya*
For a long-term agreement

] in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for *Provision of Basic & intermediate English Course training in all locations in East of Libya*
For a long-term agreement

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

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

**Service Agreement
Between
The International Organization for Migration
And
[Name of the Other Party]
On**

[]

1. Introduction and Integral Documents

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

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

Bid/Quotation Form

Price Schedule

Delivery Schedule and Terms of Reference

Accepted Notice of Award (NOA)

2. Parties

The Parties to this Agreement are the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Federico SODA, Chief of Mission], hereinafter referred to as IOM, and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the Service Provider.

3. Services Supplied

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

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a description of the Services as an Annex.]

3.2 The Service Provider shall commence the provision of Services from xxxx and fully and satisfactorily complete them by xxxxxx

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

4. Charges and Payments

- 4.1 The all-inclusive Service fee for the Services under this Agreement shall be **USD XXX**, which is the total charge to the IOM.
- 4.2 The Service Provider shall invoice IOM upon completion of all the services. The invoice shall include: *[services provided, any travel and out of pocket expenses, (add/delete as necessary)]*
- 4.3 Payments shall become due **[30]** days after IOM's receipt and approval of the invoice. Payment shall be made in **[USD]** by **[bank transfer]** to the following bank account: *[insert the Service Provider's bank account details]*.
- 4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 4.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

5. Warranties

i. The Service Provider warrants that:

- a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all Services in accordance with this Agreement;
- b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- c) In all circumstances it shall act in the best interests of IOM;
- d) No official of IOM or any third party has received or will be offered by 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 procuring of this Agreement;
- f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- i) The Price specified in clause 4.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

- ii. The Service Provider further warrants that:
 - a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
 - b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.
 - c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
 - d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Service Provider any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel.
 - e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.
 - f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.
 - g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

6. Audit

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

7. Independent Contractor

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

8. Dispute resolution

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. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

9. Delays/Non-Performance

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

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

10. Confidentiality

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

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

[Insert IOM's address]

[Insert Service Provider's address]

12. Use of IOM Name

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

13. 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.

14. Guarantee and Indemnities

- 14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 months after final payment by IOM under this Agreement.
- 14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

15. Status of IOM

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

16. Assignment and Subcontracting

- 16.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 16.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between

the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

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. Severability

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

19. Entirety

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

20. Termination

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

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

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

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 clause 20.

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

Signed in two copies in English, on *(date)* at *(place)*

For: The International Organization
for Migration

For: *(Service Provider)*

(name)
(title)

(name)
(title)