

# **REQUEST FOR PROPOSALS**

*(PROCUREMENT OF SERVICES)*

**CALL FOR CONSULTANCY SERVICES**  
**- JOINT INDEPENDENT FINAL EVALUATION FOR THE PROJECT**  
**“PRIORITY IMPLEMENTATION ACTIONS OF THE AU-ILO-IOM-ECA**  
**JOINT PROGRAMME ON LABOUR MIGRATION GOVERNANCE**  
**FOR DEVELOPMENT AND INTEGRATION IN AFRICA (JLMP Priority)”**

**Prepared by**



***International Organization for Migration, the UN Migration Agency***  
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Date of issue: 04 October 2021

**REQUEST FOR PROPOSALS**  
**RFP No: RFP: ADD-RFP-EPC-002/2021**

**Mission: Ethiopia-IOM SLO Addis Ababa**

**Project Name:**

**JOINT INDEPENDENT FINAL EVALUATION FOR THE PROJECT  
“PRIORITY IMPLEMENTATION ACTIONS OF THE AU-ILO-IOM-ECA  
JOINT PROGRAMME ON LABOUR MIGRATION GOVERNANCE  
FOR DEVELOPMENT AND INTEGRATION IN AFRICA (JLMP Priority)”**

**WBS:**

**Title of Services: Consultancy Service for Joint Independent Final Evaluation for the project Priority Implementation Actions of the AU-ILO-IOM-ECA Joint Programme on Labour Migration Governance for Development and Integration in Africa (JLMP Priority)**



**REQUEST FOR PROPOSAL**  
**RFP NO.: ADD-EPC-RFP-01-2021**

**Date: 04 October 2021**

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting Firm for the **Consultancy Service for the project Priority Implementation Actions of the AU-ILO-IOM-ECA Joint Programme on Labour Migration Governance for Development and Integration in Africa (JLMP Priority)** for which this Request for Proposals (RFP) is issued.

IOM now invites Consulting Firms to provide a Technical and Financial Proposal for the following Services: **Consultancy Service for the stated subject**. More details on the consultancy services are provided in the attached Terms of Reference (TOR).

The Consulting 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 Consulting Firms/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference (Annex-I)
- Section V. Standard Form of Contract

A complete set of RFPs will be shared to interested consulting firms up on email request through [SLOADDISABABAPROUREMENT@iom.int](mailto:SLOADDISABABAPROUREMENT@iom.int); from **05 October 2021 to 16 October 2021**. Proposal shall be valid for a period of 3 (three) months (90 calendar days) after submission.

Late proposal shall be rejected. Proposal can be submitted either by email to [SLOADDISABABAPROUREMENT@iom.int](mailto:SLOADDISABABAPROUREMENT@iom.int). or in hand on/before **19 October 2021 14:00 hours** (East African Time) and opened on **19 October 2021 16:00 hours** (East African Time) at IOM SLO Addis Ababa located, Ethiopia, Jomo Kenyatta Avenue, Kirkos Sub-City, Wereda 8, YeMez Building (behind Zequalla Complex)

IOM reserves the right to accept or reject any proposal, and to cancel the procurement process and reject all proposals at any time prior to award of Contract, without obligation to inform the affected Consulting Firm/s of the ground for IOM action.

Very truly yours,

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



## Table of Contents.

<b>Section I - Instructions to Consulting Firm .....</b>	<b>1</b>
<b>Section II – Technical Proposal Standard Forms.....</b>	<b>13</b>
<i>TPF-1: Technical Proposal Submission Form .....</i>	<i>14</i>
<i>TPF:2 Qualification Form.....</i>	<i>16</i>
<i>TPF-3: Format of Technical Proposal.....</i>	<i>19</i>
<i>TPF : 4 Format for CV of Proposed Key Personnel.....</i>	<i>21</i>
<b>Section III. Financial Proposal - Standard Forms .....</b>	<b>22</b>
<i>FPF-1: Financial Proposal Submission Form .....</i>	<i>22</i>
<i>FPF:2. Financial Proposal Form.....</i>	<i>23</i>
<b>Section IV. Terms of Reference .....</b>	<b>26</b>
<b>Refer: TOR- Annex- A.....</b>	<b>26</b>
<b>Section V – Pro-forma Contract .....</b>	<b>28</b>

# **Section I - Instructions to Consulting Firm**

## **1. Introduction**

- 1.1 Only eligible Consulting Firm may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Consulting Firm should familiarize themselves with local conditions and take them into account in preparing the proposal. Consulting Firms 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 Consulting Firm 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 Consulting Firm 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 Consulting Firm.
- 1.6 IOM shall provide at no cost to the Consulting Firm the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

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

- 2.1 IOM Policy requires that all IOM Staff, Consulting Firms, 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 Consulting Firm s, 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 anything 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 Consulting Firms 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 Consulting Firms found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Consulting Firm may be considered to have conflicting interest under any of the circumstances set forth below:

- A Consulting Firm has controlling shareholders in common with another Consulting Firm.
- A Consulting Firm receives or has received any direct or indirect subsidy from another Consulting Firm.
- A Consulting Firm has the same representative as that of another Consulting Firm for purposes of this bid.
- A Consulting Firm 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 Consulting Firm submits more than one bid in this bidding process.
- A Consulting Firm 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 potential Consulting Firms who requested IOM RFP.

**4.2.** Consulting Firm 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 *in three (3) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

## 5. Preparation of the Proposal

- 5.1 A Consulting Firm 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 Consulting Firm and IOM, shall be in **English**. All reports prepared by the contracted Consulting Firm shall be in **English**.
- 5.3 The Consulting Firm 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, Consulting Firm s must give particular attention to the following:
- a) If a Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consulting Firm s may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - b) 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 using the attached Technical Proposal Standard Forms **TPF 1 to TPF 4 (Section II)**.
- a) A brief description of the Consulting Firm organization and an outline of recent experience on assignments of a similar nature (**TPF-2.3**), if it is a joint venture, for each



partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3.2). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the TOR service delivery requirements.
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-4) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last five years.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TOR and TPF-4. The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

## **7. Financial Proposal**

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms under Section III.
- 7.2 The Financial proposal shall include all related costs with the assignment, including staff travel, vehicle, logistics, accommodation, security protection fee, insurance and all other incidental cost associated thereof
- 7.3 The Consulting Firm will be responsible for any local, regional, and national taxes applicable to financial service provide to IOM.

- 7.4. Consulting Firm shall express the price of their services in **USD**.
- 7.5 The Financial Proposal shall be valid for **90 calendar days** During this period, the Consulting Firm is expected to keep available the professional staff for the assignment IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Consulting Firm has the right not to extend the validity of the proposals.

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

**8.1 Consulting Firm must *submit one proposal*. If a Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.**

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

8.3 The proposal shall submitted in an email, on below address

- [tabebaw@iom.it](mailto:tabebaw@iom.it) copying
- [SLOADDISABABAPROUREMENT@iom.int](mailto:SLOADDISABABAPROUREMENT@iom.int)
- [cmatasha@iom.int](mailto:cmatasha@iom.int);

8.4 Service Provider /Consultant can send multiple emails whereby each email must be limited to a maximum of 5MB. They must be free from any form of virus or corrupted contents, or the Proposals shall be rejected.

8.5 It is the responsibility of consultancy service to ensure that its proposal will reach to the mail address above on or before the deadline. Proposal that are received by IOM after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your proposal by email, kindly ensure that it is signed and in the pdf format, and email subject reflects the tender reference number.

8.6 Deadline for Submission of Proposals and Late Proposals

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 in writing. Any Proposal submitted by the Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by IOM and returned to the Consulting Firm unopened.

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

## **9. Evaluation of Proposals**

9.1 After the Proposals have been submitted to the EVALUATION TEAM aimed finalizing evaluation during the evaluation period, Consulting Firm that have submitted their Proposals are prohibited from making any kind of communication with any EVALUATION TEAM member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Consulting Firm to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Consulting Firm 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 *2 weeks* after the deadline for receipt of proposals.

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

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is **70 %**

10.4 The technical proposals of Consulting Firm shall be evaluated based on the following **criteria and sub-criteria:**

### **10.4.1 Preliminary Examination Criteria**

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

### **10.4.2 Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered consulting entity.	Registration certificate from concerning regulatory entity. (License, registration, professional certificate, VAT etc)
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
<b>Acceptance of IOM proforma Contract</b>	Acceptance of IOM Proforma Contract	Form A: Technical Proposal Submission Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Consulting Firm for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	<b>Minimum 2 years</b> of experience in similar consulting service as consulting firm	Form D: Qualification Form
<b>Financial Standing</b>	Consulting Firm must demonstrate the current <u>soundness of its financial standing to carry out the assignment</u> <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

### 10.4. 3 Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	<p><b><i>Understanding of the ToR:</i></b></p> <p><i>This criterion will cover the consultant’s understanding and reflection on the terms of reference. It considers how deep the consultant understood the work including the scope? How such understanding is explained and linked with the subsequent criteria (e.g., with the approach/methods, team composition, etc.). How consistent is the understanding of the ToR reflected in the various sections of the technical proposal?</i></p>	10
2	<p><b><i>Experience of the Consultancy Firm in related work (15)</i></b></p> <p><i>This captures the experiences of the consultancy firm or consultant in terms of having specific and hands-on experience on conducting programme evaluation and other related assessments related with emergency programme evaluation and management. This will make a strong component of the criteria. Certificates and testimonies should be presented along with the technical proposal. No value will be given for experiences that are not supported with certificates or testimonies.</i></p>	15

3	<p><b><i>Professional team composition and qualifications (15)</i></b></p> <p><i>The consultancy firm or consultant assignment requires qualified team members who possess at least Master of Public of Health, Master of Development Studies, Epidemiologist, and other related social science or public health professionals. However, strong emphasis will be given for educational background supported with practical experiences and the team composition. The consultancy firm or consultant should propose a team having strong expertise on emergency programme response and management. Qualification without proper experience and team composition will result rejection of the technical proposal or very low score</i></p>	15
4	<p><b><i>Methods (quality of assessment tools) (25)</i></b></p> <p><i>The consultancy firm should clearly describe its choice of approach for the various phases and objectives, and strong justification should be provided for each of the suggested approaches. Critical review shall be made on the proposed approaches. Generic presentation of the methods and materials section, e.g., proposing approaches without linking with the objectives will result in very lower scores. Hence, the technical proposal shall be reviewed with distinct and relevant approaches as per each of the objectives. Thus, the consultancy firm or consultant shall propose appropriate approaches that are cost efficient and justified.</i></p>	25
5	<p><b><i>Time frame/Work plan (5)</i></b></p> <p><i>The assumption is to come up with feasible and cost-effective approach as per the time frame suggested in this ToR.</i></p>	5
	<b>Total</b>	<b>100</b>

The minimum technical score St required to pass is: 70 Points

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

- a) Late submission, *i.e.*, after the deadline set
- b) Failure to submit any of the technical requirements and provisions provided under the Instruction to Consulting Firm and Terms of Reference (TOR).

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Consulting Firm whose proposal did not meet the minimum qualifying score or were considered nonresponsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Consulting Firm that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The EVALUATION TEAM has the option to open the financial proposals publicly or not.
- 11.3 The EVALUATION TEAM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The EVALUATION TEAM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Consulting Firm who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

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

F1 - is the price of the lowest Financial Proposal, and

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

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights<sup>1</sup> (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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<sup>1</sup> May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

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

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

## 12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *[insert date and address]*.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Consulting Firm / Consulting Firm; 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 Consulting Firm / Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Consulting Firm.
- 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 Consulting Firm / 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 Consulting Firm / Consulting Firm 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 Consulting Firm shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Consulting Firm / Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Consulting Firm 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 Consulting Firm / Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Consulting Firm on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Consulting Firm who did not pass the technical evaluation.

13.2 The Consulting Firm is expected to commence the assignment on  
\_\_\_\_\_

### **14. Confidentiality**

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consulting Firm / Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Consulting Firm / Consulting Firm 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**

Technical Proposal Envelope Comprises Below Technical Proposal Forms (TPFs)

TPF-1: Technical Proposal Submission Form

TPF-2: Qualification Form

TPF-3: Format of Technical Proposal

TPF-4: Format for CV of Proposed Key Personnel

## TPF-1: Technical Proposal Submission Form

*[Location, Date]*

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

Ladies/Gentlemen:

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

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a. Is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists
- b. have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
- c. have no conflict of interest in accordance with Instruction to Consulting Firms Clause 2.
- d. do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15).
- e. have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future
- f. undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN, and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact

We offer to provide services in conformity with the Bidding documents, including the IOM-proforma Contract Agreement and in accordance with the Terms of Reference. Our Proposal shall be valid and remain binding upon us for 180 calendar days We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

## TPF:2 Qualification Form

Name of Consulting	[Insert Name of Consulting Firm]	Date:	<input type="text" value="Select date"/>
RFP reference:	[Insert RFP Reference Number]		

### TPF: 2.1 Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount in Birr
		Name of Client: Address of Client: Reason(s) for non-performance:	

### TPF:2.2 Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in Birr)	Contract Identification	Total Contract Amount in Birr
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

TPF :2.3 Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Consulting Firm was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Consulting Firm 's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Consulting Firm, or that of the Consulting Firm 's partners or sub-consultants but can be claimed by the Experts themselves in their CVs. The Consulting Firm should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by IOM.

Project name	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

TPF:.2. 4 Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year	BIRR
	Year	BIRR
	Year	BIRR

Financial information (In US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Consulting Firm or party to a JV, and not sister or parent companies.
- b) Historic financial statements must be audited by a certified public accountant/Auditor.
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

### TPF-3: Format of Technical Proposal

Name of Consulting Firm:	[Insert Name of Consulting Firm]	Date:	Select date
RFP reference:			

The Consulting Firm 's proposal should be organized to follow this format of Technical Proposal. Where the Consulting Firm is presented with a requirement or asked to use a specific approach, the Consulting Firm must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

#### TPF:3. 1: Consulting Firm 's qualification, capacity and expertise

- (a) Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- (b) General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details). Provide a list of geographical coverage/branches covered.
- (c) Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- (d) Quality assurance procedures and risk mitigation measures.
- (e) Organization's commitment to sustainability.
- (f) Any relevant information, if any not covered as above

#### TPF:3.2 Proposed Methodology, Approach and Implementation Plan in line with requirements of TOR

This section should demonstrate the Consulting Firm 's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- (a) A detailed description of the approach and methodology for how the Consulting Firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be



organized, controlled and delivered.

- (b) The methodology shall also include details of the Consulting Firm 's internal technical and quality assurance review mechanisms. Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team. Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- (c) Process detail of fund transfers propose

#### TPF :3.3 Management Structure and Key Personnel

- (a) Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- (b) Provide CVs for all personnel proposed that will be provided to support the implementation of this project. You may use the below format as a guide. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

### TPF: 4 Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
<b>Professional certifications</b>	[Provide details of professional certifications relevant to the scope of services] <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
<b>References</b>	[Provide names, addresses, phone and email contact information for two (2) references] Reference 1: [Insert]  Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_

Signature of Personnel

\_\_\_\_\_

Date (Day/Month/Year)

## Section III. Financial Proposal - Standard Forms

### FPF-1: Financial Proposal Submission Form

*[Location, Date]*

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

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## FPF:2. Financial Proposal Form

Name of Consulting Firm:	[Insert Name of Consulting Firm]	Date:	Select date
RFP reference:			

The Consulting Firm is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Consulting Firms. Any Financial information provided in the Technical Proposal shall lead to Consulting Firm 's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Consulting Firm's

### Financial Submission Form

(This Form must be submitted only using the Service Provider's Official Letterhead or the Service Provider may use its own template containing the below information)

### Financial Proposal Submission Form

(This Form must be submitted only using the Service Provider's Official Letterhead or the Service Provider may use its own template containing the below information)

The Consulting Firm is required to prepare the Financial Proposal following the below format and The Financial Proposal should align with the requirements in the Terms of Reference and the Consulting Firm's technical proposal

**Table 1: Summary of Financial Offer**

		<i>Currency</i>	<i>All Inclusive Price</i>
	<i>Professional Fee (Table:2)</i>		
	<i>Other costs (Table:3)</i>		
	<i>Total (All inclusive) Amount of Financial Proposal</i>		

## Table 2 Breakdown of Professional Fees Summary

The table below shall provide separate information on professional fees for Team Leader/Task Manager, Key and Non – key experts, clearly presenting their engagement in the assignment.

Name of Expertise (professionals)	Remuneration per Unit of Time	Total Period hours/weeks/ months of Engagement	Total Rate
<b>I. Personnel Services</b>	<b>A</b>	<b>B</b>	<b>C= A X B</b>
1. Services from Home Office			
a. Expertise Name: 1			
b. Expertise Name: 2			
2. Services from Field Offices			
a. Expertise Name 1			
b. Expertise Name: 2			
3 Service from Oversea			
a. Expertise Name 1			
b. Expertise Name: 2			
<b>Sub Total professional Fee</b>			
<b>Vat (if applicable)</b>			
<b>Total Professional Fee</b>			

## Table 3 Other Costs

<i>Description</i>	<i>Unit of measurement</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Total Amount</i>
Travel Costs including local transportation and accommodation costs;				
Communications				
Office costs				
Out-of-Pocket Expenses (please specify)				
Other Costs: (please specify)				
<b>Sub Total Other cost</b>				
<b>Vat (if applicable)</b>				
<b>Total Other Cost</b>				

### Table 3 Price breakdown per deliverables

Please provide separate information on professional fee and other costs in relation to deliverables on below table to make sure that appropriate weight and emphasis given to deliverables with respect the TOR and to ensure proper link deliverables, financial proposal and payment terms

\*\*\*Note that price break down per deliverable is not separate cost line and financial proposal

<b>Deliverable/ Activity description</b>	<b>Professional Fees</b>	<b>Other Costs</b>	<i>Total Price (Lump Sum, All Inclusive)</i>	<b>Percentage of Total Price (Weight for payment) Total</b>
Deliverable 1				
Deliverable 2				
Deliverable 3				
Deliverable 4				
Deliverable 5				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Consultant 's Authorized  
Person] [Designation]  
[Date]*

**Section IV. Terms of Reference**

**Annex- A**

**Refer: TOR-**





## Section V – Pro-forma Contract

GPSU.SF.19.20

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

**SERVICE AGREEMENT**  
**Between**  
**the International Organization for Migration**  
**And**  
*[Name of the Consulting Firm]*  
**On**  
*[Type of Services]*

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

### 1. Introduction and Integral Documents

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

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

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

### 2. Services Supplied

- 2.1 The Consulting Firm agrees to provide to the IOM the following services (the “Services”):

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

- 2.2 The Consulting Firm shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 The Consulting Firm agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

### **3. Charges and Payments**

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Consulting Firm shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM’s receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Consulting Firm ’s bank account details]*.
- 3.4 The Consulting Firm shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Consulting Firm in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Consulting Firm has completed to the satisfaction of IOM the services to which those payments relate.

### **4. Warranties**

4.1 The Consulting Firm warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement.
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement.
- (c) In all circumstances it shall act in the best interests of IOM.
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Consulting Firm 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 Consulting Firm, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM.
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement.
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child.
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Consulting Firm shall not except 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 Consulting Firm shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Consulting Firm further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
  - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s

country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

## 5. Assignment and Subcontracting

- 5.1 The Consulting Firm 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 Consulting Firm without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Consulting Firm 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 Consulting Firm remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## 6. Delays/Non-Performance

- 6.1 If, for any reason, the Consulting Firm does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event,

the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## **7. Independent Contractor**

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

## **8. Audit**

The Consulting Firm 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 Consulting Firm 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 Consulting Firm shall be available for interview.

## **9. Confidentiality**

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

## **10. Intellectual Property**

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

## **11. Notices**

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

**International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Consulting Firm]**

Attn: [Name of the Consulting Firm 's contact person]

[Consulting Firm 's address]

Email: [Consulting Firm 's email address]

**12. Dispute resolution**

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

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

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

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present

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

### **13. Use of IOM Name**

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

### **14. Status of IOM**

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

### **15. Guarantee and Indemnities**

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

15.2 The Consulting Firm 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 Consulting Firm or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Consulting Firm of any written claim, loss, or demand for which the Consulting Firm is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

### **16. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of

the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

## **17. Termination**

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

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

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

## **18. Severability**

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

## **19. Entirety**

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

## **20. Special Provisions (Optional)**

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

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

## **21. Final clauses**



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

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

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

*For and on behalf of*  
The International Organization  
for Migration

*For and on behalf of*  
*[Full name of the Consulting Firm]*

Signature

Signature

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*Name*

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*Name*

*Position*

*Position*

*Date*

*Date*

*Place*

*Place*