



International Organization for Migration (IOM)
The UN Migration Agency

**REQUEST FOR QUOTATION (RFQ)
AND
GENERAL INSTRUCTION TO CONTRACTORS (GIC)**

Project: Addressing the Humanitarian development Nexus in West Kordofan

Tender Title: Enhancing and supporting agricultural and income generating activities in El Mugadama town, West Kordofan.

Date : 24.09.2018

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

The project's general objective is **to assist communities in Al Mugadan town, West Kordofan** by:

Item No.	Item Description
Lot 1	Training in agricultural production and food processing
Lot 2	Beeking training (apiculture)
Lot 3	Provision of capital tools and business training to support other Income Generating Activities (IGAs)
Lot 4	Training for Improving Women's and Children's Nutrition

Please e-mail Asako Serizawa at aserizawa@iom.int to request the complete Request for Quotation and General Instruction to Contractors documents which includes Instructions to Contractors, Technical Specifications and administrative requirements that Contractors will need to follow in order to prepare and submit their quotation for consideration by IOM.

The deadline for submission is **1 October at 14.00** – all Bid documents must be submitted at the IOM Office in Khartoum:

Gerief West {Manshiya} House No 1/38, Block G Khartoum, Sudan P.O. Box 8322, Khartoum

IOM reserves the right to accept or reject any quotations, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM's action.

Best,
Asako Serizawa, aserizawa@iom.int
IOM Khartoum Office, Contact person

GENERAL INSTRUCTION TO CONTRACTORS (GIC)

Target beneficiaries of planned livelihoods: residents and local communities, IDPs and South Sudanese refugees.

Objectives:

1. To enhance agricultural and income generating activities of local communities to reinforce existing coping and livelihood management strategies, by increasing knowledge, increase production, improve land use, knowledge and practice of food and nutrition, and agricultural skills for income generation.
2. To improve capacity and knowledge, including business skills, of local community members in a livelihood or income generating activity through workshops/on-the job training will last at least for three days/five days.
3. To increase agricultural opportunities and improve knowledge of agricultural practices to better absorb climatic shocks - the activity can also include the distribution of tools or seeds. Through improved livelihood opportunities the effects of extreme weather conditions and climate related changes and food insecurity can be mitigated.

START DATE: 7 October 2018 – The implementing partner should have the capacity to start on 7 October 2018.

Location and background information:

Al Mugadama area is located 135 km west of Alfula town and 35 km south west Almujaad city. The population of this area is estimated about 36,000 people (2009 Census). More than 15 different tribes (Missiriya, Alhamr ,Al-Barati Berkha, Falata Dago Salamat are living in this area. Al Mugadama continues to experience communal conflicts associated with competition over land and water for agricultural and grazing purposes, with limited access to basic services and livelihood opportunities. The situation is exacerbated by the influx of IDPs and South Sudanese refugees (SSRs), requiring the need for activities designed in a way to deliver a more comprehensive and complementary intervention to respond more effectively; identifying and tackling the root causes of fragility, vulnerability and conflict.

Agriculture is one of the main sources of income in Al Mugadama as 40% of the population cultivates during the raining season especially in the northern part of town. While in the southern area, most of the population's main income generating activity is based on livestock (18% of population).

Agricultural practices have been disrupted by a number of factors such as climate change, continuous conflicts, deteriorating grazing lands, and influx of IDPs, and South Sudanese Refugees. Residents are in need of agricultural extension services such as provision of improved seeds and farming tools and agricultural training to support sustainable local integration, better absorb influxes and to support the community's economic development, particularly for youth and women. Hence, agricultural inputs are the key strategy and have a quick impact on sustainable local integration as well as support economic development of the communities. Alternative income generating activities (small business support through vocational training and/or provision of capital tools, etc.) to support sustainable integration and community's economic development, particularly for youth and women are also required.

IOM conducted the community needs identification workshop between 25 and 26 of June, 2018, in which the community identified a number of interventions that would support the socio-economic development of the town. The activities have been divided by different lots:

1. Description of Works

The Implementing Partners (IPs) can apply for one or more lots – please be aware that depending on budget availability all lots or some lots may be selected. IOM also reserves the right to make amendments to the lots after the evaluation process has been completed subject to budget availability.

LOT 1: Training in agricultural production and food processing

Agricultural trainings to enhance skills and knowledge better agricultural production and climate adaptation techniques to reduce and mitigate the risks of climate change and extreme weather conditions (three rounds) and **provision of seeds and tools** (e.g. water melon, tomato, okra, cucumber, and sorghum, etc.) and farming tools (e.g. donky plough, hoe, Axes, etc.) to restore agriculture productive capacity for approximately 300 households.

1. **Round One:** Agricultural training for beneficiaries (300 HHs) who received seeds/farming tools to enhance their knowledge and skills on appropriate use/maintenance of distributed seeds and tools.
2. **Round two:** Agricultural training for 100 HHs to improve their farming skills to increase the quality and quantity of production (land use, appropriate irrigation systems, cultivation period and times, land recovery, best seeds to cultivate to match the
3. **Round three:** Food processing: food processing and conservation

NOTE for beneficiaries selection of agriculture training:

- A selection of beneficiaries should attempt to ensure equal representativeness from a group of SSRs, IDPs and hosting community. It shall also focus on youths who have been already engaging in agricultural practice as main source of their income and equal participation from women and man should be assured.
- Monitoring of activities for 5 months and impact assessment (before and after the training to measure and evaluate the project).

LOT 2: Beekeeping Training (Apiculture)

A total 80 HHs will receive bee keeping training. The Bee keeping training will focus on host community that already have experience with beekeeping practices, in addition to IDPs and SSRs should also participate. The project will also target young people (50% male and 50% women – depending on cultural norms), in particular to reduce the size of unemployment and help them in the stability. Beneficiaries will be identified through the project community committees established through the previous workshop conducted in West Kordofan State in June.

NOTE: The selected IPs will be requested to conduct a quick field assessment to design most applicable training methods for target beneficiaries. The contents of bee keeping training may include but not limit to:

1. **Lecture: (3 Days)** : Lecture section will address the following topics including: beekeeping history; biology of beehive, apiary management, proper and advanced harvesting and processing technique; Packaging and marketing honey for better income generating etc.;
2. **Field practice (2 days):** Encourage the training participants to apply knowledge obtained from lecture into actual practice: Use appropriate technique.
3. **Provision of materials and equipment:** Materials and equipment may include but not limit to:
 - 1) Full protective clothing;
 - 2) A set of materials for hives (depending on local needs: Langstroth Hive or Top Bar Hive); excluder, frame, etc.);
 - 3) Other equipment such as uncapping fork, smokers knife, etc.
 - 4) Facilitating an establishment of committees
 - 5) Monitoring and impact evaluation (survey to be conducted before and after the implementation of the project to evaluate the impact).

LOT 3: Provision of capital tools and business training to support other Income Generating Activities (IGAs)

1. **Support for mobile charging business in local market:**
 - Training for at least 2 groups of youths in mobile phone maintenance (5 youths for each group: a total 10 youths)
 - Provision of tools (mobile charging unit and maintenance tools, etc.)
 - Conduct market research and delivery of a small basic business training to ensure the sustainability of the action.
 - Carry out a survey with the targeted beneficiaries before and after the implementation of the activity to evaluate the impact of this type of intervention.
 - Constant monitoring throughout the implementation of the activity is a requirement to ensure that the targeted beneficiaries receive the appropriate support.
2. **Provision of donkey with donkey cart to support their transportation for their IAGs.**
 - Selection of beneficiaries based on vulnerabilities (priority will be given to women and people with disabilities).
 - The implementing partner will be responsible for identifying 20 families and submit a one page proposal for each family outlining how the chosen family will be utilizing the donkey with cart and how it will contribute towards supporting the family's income.
 - The implementing partner will be responsible for reporting on success stories, monitoring, and for carrying out a survey with the targeted beneficiaries before and after the implementation of the activity to evaluate the impact of the project.
3. **Establishment of an oil press facility for groundnut.**

The implementing partner will be responsible for:

 - Establishing an oil press facility with zinc structure
 - Establishing of a community committee to run the oil press facility
 - Outlining roles and responsibility of the committee and the community – the implementing partner, in coordination with the community and the committee will also be responsible for

conducting a market research to detail the cost of processing groundnut into oil, the cost of oil after it has been processed, outlining how the oil press facility will be maintained, a cost recovery system, and a business model for targeted beneficiaries. The aim of the action is to ensure that the oil press facility will be run by the community directly and that there is a tariff system in place that will ensure the sustainability of the action whilst respecting the local prices.

LOT 4: Training for Improving Women's and Children's Nutrition

Purpose: to explore issues regarding's women's nutrition, nutritional status, causes of malnutrition the effects of malnutrition on their community and children. This training will address the synergies between agriculture and nutrition, and the nutritional requirements for pregnant and lactating women, adolescent girls and children under 5.

Objectives of the training:

1. Describe women's nutritional situation and status in El Mogdama
2. Explore cases of malnutrition if any
3. Describe essential components of nutritional care for women and children
4. Describe the basic and general dietary recommendations for pregnant women, lactating women, adolescent girls and children under 5.
5. Map key interventions to improve nutrition in the area.
6. Explain what malnutrition in a community is and how to prevent it.
7. Identify foods available in the community per season and in line with the agricultural interventions/trainings being implemented under this project.
8. Carry out a training in food processing for women (at least 50 women) with distribution of food processing materials.
9. Monitor community improvements over a period of 5 months.

All information submitted by the Bidder will be considered to be a truthful representation of the work capacity of the Bidder. This information includes staff, equipment, previous work experience, and the capacity to finish the proposed work at the submitted price and time, and under the technical specifications outlined in this document and its attachments. **Please note that IOM will keep a record of the implementing partner's performance. Failure to complete this project in accordance with the bid may negatively impact future tenders.**

2. Corrupt, Fraudulent and Practices

IOM requires that all IOM Staff, contractors, manufacturers, suppliers or distributors, observe the highest stand of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by contractors, 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 contractors 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

A contractor found to have a conflicting interest to another contractor or in relation with the Procurement Entity shall be disqualified from participating in a tender. A contractor may be considered to have conflicting interest under any of the circumstances set forth below:

- A Contractor has controlling shareholders in common with another contractor;
- A Contractor receives or has received any direct or indirect subsidy from another Contractor;
- A Contractor has the same representative as that of another Contractor for purpose of this quotation;
- A Contractor has a relationship, directly or through their parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decision of the Mission/procuring Entity regarding this Quotation process;
- A Contractor 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 quotation.

4. Eligible Applicants:

The International Organization for Migration (IOM) is pleased to invite interested companies/agencies registered in Sudan to submit proposals, based on the following:

- Valid proof of registration from a relevant authority: Accreditation and registration documents must be attached to the proposal. Renewed and Singed Technical Agreement with Government for 2018.
- Operational presence in the target area (West Kordofan State), with having permanent staff, office and adequate equipment for their proposed operation.
- Have access to proposed areas of implementation areas, having previously implemented projects focused on local integration in the area is considered an advantage.

5. Cost of Quotation Preparation

The IP shall bear all costs associated with the preparation and submission of his Quotation/proposal (Annex A) and IOM will not in any case be responsible and liable for the cost incurred.

6. Errors, omissions, inaccuracies, variations and clarification in the Quotation Documents

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Contractors shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Contractors requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

Gerief West {Manshiya} House No 1/38, Block G Khartoum, Sudan P.O. Box 8322, Khartoum

Or

IOM Sub-office of El Fula, West Kordofan (Hai Althawara, House No. 15 Block 2 (East to Al Nil Bank)

IOM will respond to any request for clarification received on or before **1st of October 2:00 PM**. Copies of the response including description of the clarification will be given to all Contractors who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Contractor in connection with this General Instruction is to be treated as strictly confidential. The Contractor shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Contractor is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all quotations submitted, at any time prior to award of contract, without thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the ground for the IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Implementing Partners:

- a. **Specification-Proposal (as Annex A)**: No Specific template is provided but please be advised that applicants must address the below mentioned evaluation of quotation/criteria (see pp 9-10) and include Bill of Quantity done by your organization.
- b. **Work plan**: (use Implementation Schedule Form in **Annex B**); Please submit the work plan for each LOT.

- c. **Organization experience Template** in livelihood interventions (see template in **Annex C**): Please submit organization experience for **each LoT**.
Valid proof of registration from a relevant authority: Accreditation and registration documents must be attached to the proposal. Renewed and Singed Technical Agreement with Government for 2018.
- d. **Organization profile (as Annex D)** including staff information and experiences/capacities of your organization:

Contractors are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotations shall be in *English* and prices shall be quoted in *SDG or USD*.

Prices quoted by the Contractor shall be fixed during the Contractors performance of the contract and shall not be subjected to price escalation and variation on any account, unless otherwise approved by IOM. A submitted Quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

Quotation shall remain valid for *[30 calendar days]* after the deadline for quotation submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the contractors extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing. A contractor agreeing to the request will not be required or permitted to modify its quotation.

10. Submission of Quotations

Quotation must be submitted in a **sealed envelope**. The Contractor must seal the “Original” and “Copy” of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to :

IOM Khartoum Office, Contact person: Martina Carrieri, mcarrieri@iom.int and Enas OSMAN at emosman@iom.int, Asako Serizawa, aserizawa@iom.int;

IOM El Fula Offica, Contact person: Ahmed Fadol, afadol@iom.int or Ismail Carcola, icacrola@iom.int.

Quotation shall be submitted by 1st of October 2018 before 2:00 PM.

11. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (a) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (b) the Contractor is currently under list of blacklisted Contractors;
- (c) the Contractor offer imposes certain basic conditions unacceptable to IOM

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Contractors.

- **PLEASE NOTICE: IOM will only contact the winner of the bid. If your company has not been contacted within two weeks of the bid opening, then you have not been awarded the Bid. IOM thanks you for your constant support and participation and if you have any questions please don't hesitate to contact us.**

12. Evaluation of Quotations

Bids will be evaluated on a points system. Each bid will receive a percentage of the Total Points available in each category.

Submitted proposals will be evaluated and the contract will be awarded to the proposal with the highest score based on the following criteria:

- a. **Understanding of the project concept: (20 points):**
 - Provide a brief context analysis and gaps/needs in agricultural interventions of the project target areas and beneficiaries (vulnerable IDPs, SSRs and host communities with **special attention to youth and women**):
 - Clearly define objective to strengthen community resilience and the capacity of hosting community to promote local integration through proposed agricultural extension supports.
- b. **Adequacy and soundness of proposed activities describing the following: (30 points):**
 - Demonstrate impact of proposed interventions on strengthening resilience and the capacity of community to support local integration: This should be demonstrated through clear description of proposed activities, expected outputs/results.
 - Provide feasible work plan in table, covering between **October, 2018 and February, 2019**. The work plan should include evaluation and monitoring framework. NOTE: Please use **Implementation Schedule Form (Annex B)**
- c. **Organizational capacity and experiences in the requested activities and locations:(30 points):**
 - Demonstrated experience implementing livelihoods activities: having experiences supporting communities in target areas is considered an advantage:
 - **NOTE:** Please use **organization experience Template (Annex C)**. Also please submit **organization profile** as additional document demonstrating experience/capacity of your organization.

d. **Soundness, effectiveness and value for money of proposed budget in comparison to proposed activities and methodology: (20points):** The proposal must further include a detained excel budget for all expensive requested:

- Materials: Only material directly needed for the activities implementation;
- Direct operational expenses: Personnel, communication, transportation, office running and maintenance costs, etc. attributed to the project implementation should be detailed and the relation with the projects activities clearly explained;
- Visibility is included;
- NOTE: Please use your organization's budget template.

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

Implementation Agreement Template

PROJECT IMPLEMENTATION AGREEMENT
Between
the International Organization for Migration
And
[Name of the Other Party]
On
[Subject of Agreement]

This Project Implementation 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 Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the “**Implementing Partner**.” IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page)

2. Integral Documents

The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget; and
- (c) **Annex C** – IOM’s Data Protection Principles.

3. Scope of the Agreement

Insert the purpose of the Agreement (*1) The Implementing Partner shall commence the activities on [date] and fully and satisfactorily complete them by [date].

4. Responsibilities of IOM

IOM undertakes to:

- (a)
- (b)
- (c)

5. Responsibilities of [Name of the Other Party]

The Implementing Partner undertakes to:

- (a) List all the activities of the Implementing Party under this Project (*2)
- (b)
- (c)

6. Finance

6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the “**Project**”) from [start date of project] to [end date of project] in

the maximum amount of [currency code] XXX (write amount in words) (the “Price”) in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.

6.2 Payment shall be made in instalments in accordance with the following schedule:

- (a) The first instalment in the amount of [currency code] XXX (amount in words) shall become due after signature of this Agreement.
- (b) The second instalment of in the amount of [currency code] XXX (amount in words) shall become due after IOM’s receipt and approval of the interim report as described in Article 7 and IOM’s verification of successful completion of the following activities:
 - i. [list deliverables tied to this payment]
 - ii. [etc.]
- (c) The final instalment in the amount of [currency code] XXX (amount in words) shall be made upon completion of the Project, subject to IOM’s receipt and approval of the final report as described in Article 7 and IOM’s verification of successful completion of all activities.

(*3)

6.3 Payment shall be made by bank transfer in [name of currency] ([currency code]) to the following bank account:

[insert bank account details]. (*4)

6.4 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner 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 Implementing Partner shall be available for interview.

6.5. Any expenses not supported by the financial report shall be returned to IOM no later than the date of submission of the final report.

6.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate.

7. Reporting (*5)

7.1 Financial report

An interim financial report shall be submitted to IOM no later than [date (A)]. The interim financial report shall present how the contribution from IOM has been used from [date] to [date]. The final financial report shall be submitted to IOM no later than [date (B)] and shall cover the whole project duration.

7.2 Narrative report

An interim narrative report shall be submitted to IOM no later than [date (A)]. The interim narrative report shall cover the activities performed and the results obtained by the Project from [date] to [date]. The report shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies. The final narrative report shall be submitted to IOM no later than [date (B)] and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.

- 7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

8. Warranties

- 8.1 The Implementing Partner warrants that:

- (a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project 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 Implementing Partner 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 Implementing Partner, 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 Project is implemented 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 practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 6.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner 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 Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

- 8.2 The Implementing Partner 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.

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

9. Assignment/Subcontracting

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

10. Delays/Non-Performance

- 10.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document (**Annex A**), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.

10.2 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.

11. Independent Contractor

The Implementing Partner shall perform all activities under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

12. Confidentiality

All information including personal information of the beneficiaries which comes into the Implementing Partner's possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner 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. This obligation shall survive the expiration or termination of this Agreement.

13. Intellectual Property (*6)

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

14. 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 Implementing Partner]

Attn: [Name of the Implementing Partner's contact person]

[Implementing Partner's address]

Email: [Implementing Partner's email address]

15. Dispute resolution

15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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. (*7)

16. Use of IOM Name (*8)

The official logo and name of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any advertising or publicity connected with the Project, which must be approved by IOM in writing in advance.

17. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization. (*9)

18. Indemnity

18.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

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

19. 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.

20. Termination

- 20.1 This Agreement may be terminated by [X (number in words) month's] written notice to the other Party. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.
- 20.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. (*10) Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.
- 20.3 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.

21. 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.

22. 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.

23. Final clauses

- 24.1 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 20.
- 24.2 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. (*11)

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Name of the Implementing Partner]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place