

# **REQUEST FOR PROPOSALS**

*(PROCUREMENT OF SERVICES)*

*For Simple Assignments*

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## **SERVICES FOR**

*Implementing Partners for the GFTAM HIV Prevention Programme in South Sudan*

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**Prepared by**



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

*IOM South Sudan Mission*

*27 December 2016*

**REQUEST FOR PROPOSALS**  
**RFP No.: *JUB-MHU-0267***

**Mission:** *South Sudan*

**Project Name:** *Global Fund HIV Programme*

**WBS:** *MA.0364.SS10.12.03.001 MA.0364.SS10.31.05.006, MA.0364.SS10.31.05.008, MA.0364.SS10.31.05.009, MA.0364.SS10.31.05.010, MA.0364.SS10.31.05.016, MA.0364.SS10.31.05.017, MA.0364.SS10.31.05.018, MA.0364.SS10.31.05.019*

**Title of Services:** *Implementing partner for the GFTAM HIV Programme*



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

## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire multiple national Non-Governmental Organizations for the *Implementation of components of the GFTAM HIV Prevention Programme targeting key and vulnerable populations as per the HIV National HIV Prevention Strategy 2015-2017 for South Sudan in various locations in South Sudan* for which this Request for Proposals (RFP) is issued.

IOM now invites national Non-Governmental Organizations to provide Technical and Financial Proposal for the following Services: *Implementation of components of the GFTAM HIV Prevention Programme targeting key and vulnerable populations as per the HIV National HIV Prevention Strategy 2015-2017 for South Sudan in various locations in South Sudan*. More details on the services are provided in the attached Terms of Reference (TOR).

The national Non-Governmental Organizations will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Non-Governmental Organizations
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms (**NB: Kindly note that this is a No Cash Policy partnership. This is a policy enacted by the GFATM and the Principal Recipient.**)
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered to IOM via email at [iomssprocurement@iom.int](mailto:iomssprocurement@iom.int) and [issglobalfund@iom.int](mailto:issglobalfund@iom.int) on or before 1700hrs on 07 January 2017. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Non-Governmental Organization (national or international)s/ s

[Kelsi Kriitmaa](#)  
*Migration Health Manager*

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

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## **Section I - Instructions to Non-Governmental Organizations**

### **1. Introduction**

- 1.1 Only eligible Non-Governmental Organizations 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 Non-Governmental Organizations.
- 1.2 Non-Governmental Organizations should familiarize themselves with local conditions and take them into account in preparing the proposal. Non-Governmental Organizations are encouraged to visit IOM before submitting a proposal.
- 1.3 The Non-Governmental Organizations 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 Non-Governmental Organizations 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 Non-Governmental Organizations.
- 1.6 IOM shall provide at no cost to the Non-Governmental Organizations 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, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of 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 bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

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

### **3. Conflict of Interest**

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

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

### **4. Clarifications and Amendments to RFP Documents**

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification, amend the RFP. Any amendment made will be made available on the IOM Global Website [www.iom.int](http://www.iom.int).

4.2. Non-Governmental Organizations may request for clarification(s) on any part of the RFP. The request must be sent via email to IOM at [iomprocurementss@iom.int](mailto:iomprocurementss@iom.int) and [issglobalfund@iom.int](mailto:issglobalfund@iom.int) at least **three (3) calendar days** before the set deadline for the submission and receipt of Proposals. IOM will respond in writing via email 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 Non-Governmental Organization 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 Non-Governmental Organizations and IOM, shall be in *English*. All reports prepared by the contracted Non-Governmental Organization shall be in *English*.
- 5.3 The Non-Governmental Organizations 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, Non-Governmental Organizations must give particular attention to the following:
- a) If a Non-Governmental Organization 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. Non-Governmental Organizations 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.<sup>1</sup>
  - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
  - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have the experience of at least *five years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).
- a) A brief description of the Non-Governmental Organization (national or international)s/ s organization and an outline of recent experience on assignments of a similar nature (TPF-2), 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.

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<sup>1</sup> This clause shall be included/revised as deemed necessary

- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). 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 work schedule (TPF-7)
- 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-5) 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 (TPF-6). 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 time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) 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, Non-Governmental Organizations are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5) such as *allowances for travel expenses, accommodation and communication*. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 Non-Governmental Organizations shall express the price of their services in *United States Dollars (USD)*.
- 7.4 The Financial Proposal shall be valid for *90 calendar*. During this period, the Non-Governmental Organization is expected to keep available the professional staff for



the assignment<sup>2</sup>. 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 Non-Governmental has the right not to extend the validity of the proposals.

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

- 8.1 Non-Governmental Organizations may only submit one proposal. If a Non-Governmental Organization 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 Non-Governmental Organizations themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Non-Governmental Organizations shall submit one Technical and Financial Proposal to the email indicated above.
- 8.4 Proposals must be received by IOM at the email, date and time indicated in the invitation to submit proposal. Any Proposal submitted by the Non-Governmental Organization after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.5 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 BEAC has the option to open the proposals publicly or not.

## **9. Evaluation of Proposals**

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Non Governmental Organization/s (national or international) that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Non Governmental Organizations to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Non-Governmental Organizations 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 *30 days* after the deadline for receipt of proposals.

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<sup>2</sup> For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

- 10.2 The BEAC 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 criteria, sub criteria and point system<sup>3</sup>. 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 75%.
- 10.4 The technical proposals of Non-Governmental Organizations shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Non-Governmental Organizations relevant to the assignment:	
a) Work experience working on HIV/AIDS programing (specifically with key populations)	[25]
b) Knowledge and willingness to work with No-Cash Policy	[25]
Total points for criterion (i):	[50]
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	[25]
b) Work plan	[10]
c) Organization and staffing	[15]
Total points for criterion (ii):	[50]
(iii) Key professional staff qualifications and competence for the assignment:	
a) Staff with experience working on HIV/AIDS programming	[30]
b) Number of staff dedicated to this project	[20]
Total points for criterion (iii):	[50]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	[30%]
2) Adequacy for the assignment	[40%]
3) Experience in in South Sudan working on HIV/AIDS programming	[30%]
Total weight:	[100%]

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<sup>3</sup> The criteria, sub criteria and point system may vary depending on the requirement of the Mission

The minimum technical score St required to pass is: 112.5 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 Non Governmental Organization (national or international)/ (ITC) and Terms of Reference (TOR);

## **11. Financial Evaluation**

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Non Governmental Organizations whose proposal did not meet the minimum qualifying score or were considered non responsive 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 Non-Governmental Organizations that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC 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 BEAC 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 Non-Governmental Organizations 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 :

$$\mathbf{Sf = 100 \times F1 / F}$$

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>4</sup> (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

## 12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *31 January 2017*
- 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 Non Governmental Organization (national or international)/ ; 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 Non-Governmental Organizations; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Non Governmental Organizations.
- 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 Non-Governmental Organizations 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 Non-Governmental Organizations 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.

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<sup>4</sup> May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 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 Non-Governmental Organizations shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Non-Governmental Organization to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Non-Governmental Organizations 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 Non-Governmental Organizations with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Non-Governmental Organizations on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Non Governmental Organization/s (national or international) who did not pass the technical evaluation.
- 13.2 The Non-Governmental Organizations are expected to commence the assignment on *1 February 2017*.

### **14. Confidentiality**

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

## **Section II – Technical Proposal Standard Forms**

### **TPF-1: Technical Proposal Submission Form**

*[Location, Date]*

To: *[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.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **TPF – 2: Non Governmental Organization**

*[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]*

**TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment**

*[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]*



**TPF – 4: Team Composition and Task Assignments**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

**TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff**

Proposed Position: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Name of Staff: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Membership in Professional Societies: \_\_\_\_\_  
Detailed Tasks Assigned: \_\_\_\_\_  
\_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

\_\_\_\_\_

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

\_\_\_\_\_

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

\_\_\_\_\_

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

\_\_\_\_\_

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
Date: \_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm] Day/Month/Year*

Full name of staff member: \_\_\_\_\_  
Full name of authorized representative: \_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative:

Full Name: \_\_\_\_\_

Title : \_\_\_\_\_

### TPF-7: Activity (Work) Schedule

<b>A. Field Investigation and Other Activities</b>														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th h	
1														
2														
3														
4														
5														

### **B. Completion and Submission of Reports**

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

### **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 Non Governmental Organization (national or international)s/ s (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Non Governmental Organization (national or international)s/ s, 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: Summary of Costs**

<b>Costs</b>	<b>Currency</b>	<b>Amount(s)</b>
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost ( see FPF – 4 for breakdown)		
<b>Total Amount of Financial Proposal <sup>1</sup></b>		

<sup>1</sup> Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:  
Name and Title of Signatory:

**FPF-3: Breakdown of Costs by Activity**

Group of Activities (Phase): <sup>2</sup> <hr/> <hr/>	Description: <sup>3</sup> <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration <sup>4</sup>		
Reimbursable Expenses <sup>4</sup>		
Subtotals		

<sup>1</sup> Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Non Governmental Organization (national or international)/ shall fill a

separate Form FPF-3 for each Group of activities.

<sup>2</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

**FPF-4: Breakdown of Remuneration per Activity**

[Information provided in this Form should only be used to establish payments to the Non Governmental Organization (national or international)/ for possible additional services requested by Client/IOM]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

<sup>1</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:



**FPF-5: Breakdown of Reimbursable Expenses**

[Information provided in this Form should only be used to establish payments to the Non Governmental Organization (national or international)/ for possible additional services requested by Client/IOM]

Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc.		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

<sup>1</sup> Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Non Governmental Organization (national or international)s/ s

<sup>2</sup> Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

## **Section IV. Terms of Reference**

### **1. Background**

The International Organization for Migration (IOM) was recently selected as a Sub Recipient (SR) for the HIV/AIDS New Funding Model (NFM) Global Fund grant for prevention activities across South Sudan (Juba, Kaya, Yambio, Wau, Nimule, Yei, Torit, Malakal, Bentiu, Mingkamann, Yida and Maban) covering the period April 2016-December 2017. IOM will work in partnership with the Principal Recipient (PR); United Nations Development Programme (UNDP), Ministry of Health (MOH), South Sudan HIV/AIDS Commission (SSAC), the World Health Organization (WHO), Joint United Nations Programme on HIV/AIDS (UNAIDS) and as well as other SRs and partners to achieve the goal and objectives of the NFM grants.

The project has modules that focus on female sex workers, their clients (truck drivers, boda boda riders, uniformed services) and people living with HIV (PLHIV) as well as a component that will focus on Gender Based Violence (GBV). The engagement of civic society organizations is critical for achievement of the Performance Framework targets for Module 1. Instead of formulating networks from scratch, IOM prefers to operate with existing civil society organizations. These existing networks will be critical for the implementation of peer-led activities in Module 1, including:

- Initiate peer-led (by sex worker networks, client groups) community outreach for community level behavioral interventions among sex workers and clients
- Initiate peer-led venue based outreach for HIV testing and counseling
- Conduct peer-led demand creation campaigns for HIV testing including during World AIDS together with South Sudan AIDS Commission(SSAC), IOM and other key stakeholders
- Mapping and distribution of condoms
- Skills building for Sex Worker networks
- Support IOM in the development of BCC/IEC messages with protection cluster and GBV and HIV/AIDS working group partners and distribution of the same
- In collaboration with IOM and other stakeholders advocate for rights-based approach to service delivery for criminalized group and referral to health facilities with trained staff
- Conduct trainings for sex workers and clients as peer counselors Conduct peer-led demand creation campaigns for HIV testing including on World AIDS Day
- Provide medico-legal linkages for sex workers, their networks and families

- In collaboration with IOM and other stakeholders, conduct participatory training of community leaders, law enforcement and judicial officers in the rights based approach to health service delivery and sensitization on care for FSW
- In collaboration with IOM, conduct the implementation of community initiated activities to support HIV, GBV Peer Support Groups and PSS to Survivors of GBV

## **2. Objectives of the Partnership**

Working under the overall supervision of the IOM Migration Health Unit (MHU) Programme Manager in Juba, and the direct supervision of the Global Fund Project Officer, in close collaboration with the IOM sub-offices within the states across South Sudan, and in coordination with the SSAC, MOH, UNAIDS and other key stakeholders, the partner will work on the sex worker and the GBV components of the programme. The rest of the details of the programme are available upon request through [issglobalfund@iom.int](mailto:issglobalfund@iom.int) and [iomprocurementss@iom.int](mailto:iomprocurementss@iom.int) but the request should be sent 3 days prior to closure of proposal.

## **3. Key deliverables and milestones**

Key deliverables for the various activities are attached below:

NB: IOM would like to have the activities implemented in some or all of the following locations: Juba, Kaya, Yambio, Wau, Nimule, Yei, Torit, Malakal, Bentiu, Mingkamann, Yida and Maban depending on geographical presence and/or capacity of selected Non-Governmental Organizations. An applicant is not required to apply for all the specified locations. IOM encourages an applicant to apply in locations where an applicant has capacity to implement the activities successfully.

**\*The target numbers indicated below for each location are estimated and may change upon contract negotiation.**

IOM Global Fund New Funding Model HIV/AIDS LogFrame Matrix	Target*	Activities
<b>Outcome 1</b>		
<b>Output 1.1</b>	<b>HIV Testing and Counseling services for Key Targeted Populations</b>	
Indicators	# of HTC Counsellors/Health workers trained on service delivery to sex workers and clients.	<p>Total: 150 community based peer counsellors, 50 health workers</p> <p>Sensitization and training of HTC counsellors, health workers on service delivery to sex workers and their clients (including referral)</p> <p><b>This activity will be conducted by MOH and IOM. The partner will be invited to bring in their counsellors to participate hence not to actually conduct the training.</b></p>
	# of meetings with stakeholders to address structural barriers to care and services	<p>Total: 2</p> <p><b>Per location: One advocacy meeting in one location per partner</b></p> <p>Addressing structural barriers through joint advocacy with SPLA, Police, Prisons, Wildlife, Judicial Officers for rights based approach, including holding advocacy meetings with leaders, partners, civil society and other stakeholders for more inclusive policies and practices for sex workers and their clients; removal of Form 8; decriminalization of key populations; rights based approach to service delivery</p>
	# of FSWs and clients tested for HIV	<p>Total: 3,000</p> <p><b>Per location: 430</b></p> <p>Testing</p>
<b>Output 1.2</b>	<b>Training on correct condom use and condom negotiation skills</b>	

Indicators	# of individuals trained on condom use and negotiation skills (by sex)	Total: 150 <b>Per location: 21</b>	
<b>Output 1.3</b>	<b>Providing access to condoms through targeted outreach (community or venue based)</b>		
Indicators	# of venues/partners distributing condoms	7 national locations	Distribution of condoms to peer-educators (quarterly)
<b>Outcome 2</b>			
<b>Output 2.1</b>	<b>Enabled access to IEC prevention materials on risk reduction of GBV and STI/HIV</b>		
Indicators	# and type of materials developed	3 by type	Reviewing and customizing the Behavior change communication strategy and develop a communication plan for key populations.  <b>This activity is being done by South Sudan AIDS Commission (SSAC) and Ministry of Health (MOH) supported by IOM. The partner will only be involved during the stakeholder workshops and pre testing of the materials with the key populations that they are working in.</b>
	% of service delivery centres adopting IEC prevention materials	100%	Development of culturally and linguistically appropriate IEC Materials on prevention of HIV and STIs, including condom use for sex workers and their clients
	# of skills building workshops for PLHIV and Sex worker networks in program management and implementation and communications	Total: 4 <b>Per partner: One skills building workshop per partner</b>	Skills building for PLHIV and sex worker NETWORKS in program management and implementation (BCC, Risk Reduction, STI Management, Financial Reporting and M&E; Referral)

	# of individuals trained as peer counsellors	Total: 140  <b>Per location per partner: 20 peer counsellors per location-for each partner but depending on the locations the partner is proposing to operate in</b>	Train 140+ Sex Workers, clients and PLHIV as Peer Counselors.
<b>Output 2.2</b>	<b>BCCs on risk reduction information, peer education on HIV prevention methods</b>		
Indicators	# of radio spots per week	Total: 21 ( 3 per day)  <b>This can be done one/bi weekly per partner per location- depending on the number of locations the partner is proposing to operate in</b>	SMS to sex workers to mobilize for peer education sessions and pass / solicit information on commodity availability, GBV prevention strategies, treatment by clients, need for PEP services, referrals, etc.
<b>Output 2.3</b>	<b>Information and training on correct condom use, condom negotiation skills and condom promotion through direct provision. linkages to social marketing outlets or other means (or referrals for condom promotion, provision and related skill development).</b>		
Indicators	# of trained personnel providing services	Total: 100  <b>Per partner: Max of 14 per partner-2 per location</b>	
	% of partners advocating for safe sex promotion	75%	Partners under the NNGO umbrella organizations

	# and type of training materials used	4	
<b>Output 2.4</b>	<b>Peer-led informational sessions on HIV testing and counseling with active referrals to provision of HTC services as well as <u>increased awareness for uptake and acceptability of clinical services for FSW and their clients.</u></b>		
Indicators	% of networks provided with Peer-led BCC training	75	Peer-led BCC provided to all sex worker, PLHIV networks in Equatorial States and Western Bahr el Ghazal
	# of peer led community outreach trainees	Total: 145 <b>Per location per partner: 20 peer counsellors per location-for each partner but depending on the locations the partner is proposing to operate in</b>	Peer-led (by sex worker networks, PLHIV networks, client groups) community outreach for community level behavioural interventions among sex workers, clients and others from South Sudan and different countries
	% of project States where peer led sessions take place	100	East/central/west equatoria. West BeG, Unity and Upper Nile
	# of HCT counsellors providing services at specific locations identified : Emergency Module - 3 (Bentiu, MKL, Maban, Yida and Mingkaman) AND FSW - Juba, Torit, Wau, Yambio and sometimes Nimule/Rumbek depending on the intervention	Total: 45 <b>Per location: Minimum 2 per location</b>	

#### 4. Assignment timeline

The project has to be implemented as from 1 February to 31 December 2017.

#### 5. Organization profile

**a) Technical requirements and Experience**

- Technical capacity to implement the programme as per the TOR and any documents that will be shared.
- Financial prudence and have systems and structures in place that enable transparency, accountability and efficient utilization of resources.
- Based in South Sudan and have experience working in South Sudan with some or all the partners listed in the document.

**b) Added Advantage:**

- Experience in programming work with sex workers and their clients
- Experience with GBV programming and provision of psychosocial support to survivors of GBV
- Experience in HIV, sexual and reproductive health (SRH), behaviour change communications (BCC) and key populations programming and research

**6. How to apply:**

Applications must be sent to [iomssprocurement@iom.int](mailto:iomssprocurement@iom.int) and [issglobalfund@iom.int](mailto:issglobalfund@iom.int).

Applications should contain:

- Profile of the Non-Governmental Organization, including the relevant registration documents.
- Detailed work plan (available and needs adjustment on timelines)
- Technical proposal, addressing the key tasks.
- Financial proposal detailing costs of the activities
- Vendor Information Sheet.

Important Note:

- An applicant is not required to apply in all the specified locations (i.e. Juba, Kaya, Yambio, Wau, Nimule, Yei, Torit, Malakal, Bentiu, Mingkamann, Yida and Maban). IOM encourages applicants to apply in the locations where they have capacity and will be able to implement the activities successfully.
- An applicant must specify locations where they intend to implement the activities in their proposal.
- If an applicant applies for more than one location, an applicant must make financial proposal separately per each location.
- IOM will make a selection to work with multiple Non-Governmental Organizations based on Non- Governmental Organization's geographical presence and capacity to implement the activities in the specified locations on the proposals submitted.
- This is a No Cash Policy partnership. This is a policy enacted by the GFATM and the Principal Recipient.

**Deadline:** 17:00 on 7 January 2017



## Section V – Sample Agreement

*FPU.SF.19.20*

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

**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. 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 flow down to IOM's implementing partners and subcontractors. In case of any doubt, please contact [LEGContracts@iom.int](mailto:LEGContracts@iom.int) ]

## 24. 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

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Name  
Position  
Date  
Place

Signature

---

Name  
Position  
Date  
Place