



International Organization for Migration (IOM)
The UN Migration Agency

**REQUEST FOR PROPOSAL
(RFP)
AND
GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

PREPARATIONS TO THE DIASPORA ENGAGEMENT FORUM “MEKENDESHTER-2018”

To: Service Providers / Organizations / Consulting Firms / Companies

Project : *Global Joint Programme on Mainstreaming Migration into Development Strategies*

Ref. No.: _____

Date : _____

Date of announcement : 19 June 2018

Submission deadline : **05:30 PM, 27 June 2018**

Subject : Project proposals for:
*Preparations for the Diaspora Engagement Forum
“Mekendeshter-2018”*

Dear Applicants,

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.

In the framework of *Global Joint Programme on Mainstreaming Migration into Development Strategies* (hereinafter referred to as the Global Joint Programme), IOM invites interested eligible Organizations/Companies to submit Proposals for *preparing to the Diaspora Engagement Forum “Mekendeshter-2018”*.

The desired impact of the programme is to enable governments and their partners to better measure, and make more visible the human development impacts of migration; and to govern the migration phenomenon so as to increase the human development outcomes and mitigate the risks for migrants, their families and communities at origin and destination.

In pursuit of that objective, IOM Mission in Kyrgyzstan, under the overall guidance of the Presidential Office of the Kyrgyz Republic, and in close coordination with UNDP and other partners, will hold responsibility for country level outputs: strengthening the M&D evidence base; identifying M&D priorities, supporting the elaboration of national M&D strategies and the implementation of some

identified priorities; developing the capacities of governments to mainstream migration and monitor progress (through sound M&E frameworks).

IOM will contribute to the following Outcomes: (1) Key migration and development stakeholders are engaged in the migration mainstreaming process (UNDP); (2) Strengthened **evidence base** on M&D for planning, policy development and M&E at national level (situation and needs assessment) (IOM); (3) Identification and implementation of some national M&D policy priorities (IOM); and (4) Greater institutional coherence and capacity on M&D, and sustained coordination by government and other stakeholders (coordination mechanisms & capacity development) (IOM).

With this RFP is the GIC which includes Instructions to Applicants, Technical Specifications and administrative requirements that Applicants will need to follow in order to prepare and submit their application for consideration by IOM.

All Applicants willing to submit their proposals for this RFP will provide their package with a subject "*Preparations for the Diaspora Engagement Forum "Mekendeshter-2018"*" in envelopes with budget no later than **5:30 PM, 27 June 2018** to IOM Office in Bishkek located at **6 Ryskulova Str. (intersection of Isanova Str.), First Floor, IOM Office**. No late proposal shall be accepted.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. IOM Policy on Preventing Sexual Exploitation and Abuse
- Section VI. IOM Policy on Confidentiality and Protection of Personal Data
- Section VII. Use of IOM and Donor Logo in Media
- Section VIII. Standard Form of Contract

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

Very truly yours,

IOM Procurement Staff/Focal Point
Marina Tereschenko

Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

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

2. Corrupt, Fraudulent and Coercive Practices

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

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be either in *English or Russian*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English or Russian*.

- 5.3 The Service Providers/ Consulting Firms 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:

When preparing the technical proposal, Service Providers/ Consulting Firms must give particular attention to the following:

- 6.1 Basic information about the Bidder including experience, Bidder's profile, as well as brief description of current activities, which shall have some relation to the activities required in this RFP.
- 6.2 Be legally registered (a copy of the registration certificate by the Ministry of Justice;
- 6.3 Previous work experience in relevant field;
- 6.4 Papers verifying the qualifications of the staff to be involved in the project (their CVs with education, skills and work experience relevant to the requirements of this RFP);
- 6.5 A description of the approach, methodology and Detailed work plan for performing the assignment.
- 6.6 The technical proposal shall not include any financial information.

7. Financial proposal

- 7.1 In preparing the Financial Proposal, Bidders 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). 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 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, Financial Proposal shall contain all taxes payable by the Bidder.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in Kyrgyz Soms.
- 7.5 The Financial Proposal shall be valid for *30 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment¹. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

¹ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one proposal to one Lot or both Lots. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, Lot number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.4 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm 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, Service Providers/ Consulting Firms 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 Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms 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 *14 calendar day* after the deadline for receipt of proposals.
- 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 system². Each responsive proposal shall be given a

² The criteria, sub criteria and point system may vary depending on the requirement of the Mission

technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

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

10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

General criteria of evaluating the technical proposal		Weight of the points	Maximum possible points	Name of the Applicants				
				A	B	C	D	E
1.	Information about the Bidder and proposal	80%	80					
2.	Qualification of the Bidder's staff/experts	20%	20					
Total			100					

Evaluation of the technical proposal is further detailed. Total amount of points received in this table will be counted towards the weight of the relevant criteria of the technical evaluation table above:

Table 1.1: Information about the Bidder

Technical Evaluation Form, Criteria 1		Maximum possible points	Name of the Bidders				
			A	B	C	D	E
1	Status of the legal entity (please provide relevant legal registration papers as a proof)	5					
2	Relevant experience in the concerned field	60					
3	Forum Concept - draft	2					
4	Forum Agenda - draft	3					
Total:		80					

Table 1.2: Qualification of the Bidder's staff/experts

Technical Evaluation Form, Criteria 2		Maximum possible points	Name of the Bidders				
			A	B	C	D	E
1	Provide CV's of at least two trainers who have expertise on the following:						
1.1	Expertise and best practices in diaspora engagement	10					
1.2	Experience in conducting events of similar scale	10					
Total:		20					

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

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

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms 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 Service Providers/ Consulting Firms 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 Service Providers/ Consulting Firms 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 :

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

Where:

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

FI - 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 weights³ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; 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.

Grant will be provided to an applicant that obtains maximum sum of points for both Technical and Financial Proposals.

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 *July 1, 2018*.
- 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 Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest

Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.

- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on *July 1, 2018*.

14. Confidentiality

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

Section II – Technical Proposal Standard Forms

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:

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 Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, 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*

Costs	Currency	Cost	Tax	Total Amount(s)
I – Remuneration Cost For example: <i>Professional staff</i> <i>Support staff</i>				
II - Reimbursable Cost ** <ul style="list-style-type: none"> • Cost for preparing installations accommodating 500 – 1000 participants • Online campaigns to invite diaspora members • Communication costs • Printing of handouts, visibility materials for the forum • Equipment for the forum • Stationery for preparing for the forum • Other office costs needed for preparing for the forum 				
Total Amount of Financial Proposal ¹				

¹ 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:
 Stamp

**This form can be adjusted in accordance with the formats used by the Bidder;*
***Unforeseen expenses shall be preliminarily framed and indicated in detail in the Financial Proposal. It is likely there will be costs that are necessary for implementing the project, but not indicated in the table above (rental of specialized equipment, translation services, communication, etc.)*

Costs shall be indicated in Kyrgyz soms (KGS). Costs shall be fixed and are not subject to change until the grant is awarded and a grant agreement is signed by both parties.

Section IV

TERMS OF REFERENCE

SUB-SECTION I: PROJECT DESCRIPTION WITHIN WHICH THE GRANT WILL BE AWARDED

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.

In the framework of *Global Joint Programme on Mainstreaming Migration into Development Strategies* (hereinafter referred to as the Global Joint Programme), IOM invites interested eligible Organizations to submit Applications for *preparing to the Diaspora Engagement Forum “Mekendeshter-2018”*.

The desired impact of the programme is to enable governments and their partners to better measure, and make more visible the human development impacts of migration; and to govern the migration phenomenon so as to increase the human development outcomes and mitigate the risks for migrants, their families and communities at origin and destination.

In pursuit of that objective, IOM Mission in Kyrgyzstan, under the overall guidance of the Presidential Office of the Kyrgyz Republic, and in close coordination with UNDP and other partners, will hold responsibility for country level outputs: strengthening the M&D evidence base; identifying M&D priorities, supporting the elaboration of national M&D strategies and the implementation of some identified priorities; developing the capacities of governments to mainstream migration and monitor progress (through sound M&E frameworks).

IOM will contribute to the following Outcomes: (1) Key migration and development stakeholders are engaged in the migration mainstreaming process (UNDP); (2) Strengthened **evidence base** on M&D for planning, policy development and M&E at national level (situation and needs assessment) (IOM); (3) Identification and implementation of some national M&D policy priorities (IOM); and (4) Greater institutional coherence and capacity on M&D, and sustained coordination by government and other stakeholders (coordination mechanisms & capacity development) (IOM).

SUB-SECTION II: IOM STRATEGY IN CENTRAL ASIA

The strategic vision of IOM Central Asia is to maximize the potential for migration to contribute to development and economic growth in Central Asia. To achieve this vision and fulfill IOM's mandate to promote humane and orderly migration management, the following objectives have been defined:

- To improve understanding of migration among governments, communities and employers.
- To help establish efficient migration management systems and address issues surrounding irregular migration.
- To promote and protect the rights of migrants.
- To contribute to poverty reduction in Central Asia among migrants, home communities and host communities.
- To help create an enabling environment for decent labour, equal employment opportunities and implementation of best practices.
- To support community stabilization and migrant integration in conflict-prone areas.
- To provide assistance to people on the move.
- To address the many issues associated with human trafficking, including prevention of trafficking and protection of victims.

CRITICAL MIGRATION CHALLENGES IN THE REGION

Central Asia faces several critical issues in migration management. These issues reflect economic, political and social tensions that exist throughout the region. Crucial migration issues in Central Asia include:

- Insufficient inter-state dialogue on migration issues and difficulties in harmonizing international, regional and national migration processes.
- Inadequate national and regional migration policies and an underdeveloped legislative framework.
- Poor data collection, management and sharing, leading to inadequate understanding of the actual scope of migration and irregular migration.
- Underdeveloped capacity to deal with migration challenges. There is a need for more understanding of migration issues among state agencies, as well as building capacity to deal with migration and manage borders.
- Inadequate legal and social framework to protect migrants, particularly their human rights.
- Widespread labour and sexual exploitation of migrants.
- Lack of optimizing remittances: in a context where a high proportion of many Central Asian countries' GDP comes from migrants working abroad. Governments lack the capacity to mainstream migration into the development agenda.
- The political uncertainty and disaster-prone geography that characterizes Central Asia requires community stabilization and disaster risk reduction.
-

INTEGRATED APPROACH IN CENTRAL ASIA

The five countries of Central Asia – Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan – are closely linked in terms of history and culture. Migration issues in these countries are therefore also linked and share strong commonalities. In an effort to address these issues, and to support economic and political co-operation among the five Central Asia states, IOM has recently adopted an area-based approach to the five countries of Central Asia with a co-ordination office in Astana, Kazakhstan.

To ensure coherence and long-term sustainable solutions, IOM has implemented a unified management approach to the Central Asian countries. This approach has allowed IOM to increase the capacities of individual missions in terms of fundraising, operability, accountability, transparency and professionalism. It also helps the Coordination Office to

manage and oversee programmes, enabling IOM to increase its capacity in Central Asia while decreasing operational costs.

In Central Asia, IOM's integrated approach has created a strong competitive advantage. This advantage arises from three factors. First, IOM's unified management system increases its capacity in the region while decreasing operational costs, allowing efficient management and helping to ensure maximum impact. Second, IOM has a strong focus on teamwork. Not only do IOM missions within Central Asia work closely together on regional projects, but there is also close co-operation with IOM missions outside the immediate cluster area, especially with Russia. Finally, IOM's long-standing presence in the region has allowed it to develop wide expertise. IOM has extensive knowledge about the programmatic, geo-political, cultural and socio-economic dynamics of Central Asia.

IOM's regional programming promotes improved co-ordination and coherence on cross-border issues and leverages the competitive advantage of IOM's field presence in all five Central Asian countries. In addition, IOM's regional programming allows it to engage in close, co-ordinated co-operation with a variety of governments and civil society organizations. This co-ordination has led to a strong track record of delivering results.

For more information on this, please visit: <http://www.iom.kz/en/about-iom/iom-strategy-in-ca>

SUB-SECTION III: GEOGRAPHIC COVERAGE AND THEMATIC AREA

All the preparations for the Diaspora Forum shall take place until July 31, 2018. The Forum will be organized in Cholpon-Ata town on the northern shore of Issyk-Kul lake in Kyrgyzstan. The preparations shall include the following:

- Construction and setting up installations capable of accommodating 500 – 1000 participants (20%) – to be agreed with IOM;
- Online information campaign to invite Kyrgyz diaspora members from abroad, campaign shall end on July 31, 2018 (20%);
- Negotiations with speakers to present/speak during the panel discussions of the forum, negotiations shall be completed on July 25, 2018 (20%);
- Agenda to be agreed and finalized by July 10, 2018 (20%);
- Preparation of the forum concept and agreeing it with all the stakeholders, concept to be completed by July 10, 2018 (10%);
- Preparation of visibility materials and handouts for 500 – 1000 participants of the forum, all visibility materials shall be prepared and printed by July 31, 2018 (10%);

SUB-SECTION IV: ENVIRONMENTAL CONSIDERATIONS

IOM Internal Policy on Compliance with Environmental Norms, implemented worldwide and coordinated with all Member States, requires an assessment of environmental sustainability to be systematically integrated into the design, implementation and monitoring of project activities. In accordance with these activities, it will be necessary to assess compliance with environmental norms. IOM and its partners, sub-grantees will comply with all standards of environmentally sound work, in particular by reducing the number of paper editions and switching to electronic means to inform the public and to train beneficiaries, both governmental and non-governmental.

SUB-SECTION V: GENDER MAINSTREAMING INTO THE PROJECT⁴

Ensure equal opportunities for men and women in improving their skills and participating in the project. Such efforts include, but may not be limited to institutionalizing of gender mainstreaming into all aspects of project interventions which are implemented and/or funded by IOM. This compliance may be achieved via equal allocation of the duties and responsibilities between men and women, ensuring such an approach becomes a daily practice of all the departments and employees involved in implementing the project.

Within this project gender mainstreaming is not only about considering specific needs of men and women equally, but also implementing projects and relevant interventions that shall not harm and/or strengthen the existing prejudices towards various vulnerable groups, including LGBTI persons (lesbians, gays, bisexuals, transgender and intersex persons), people with disabilities, sex workers, etc. Avoid implementing activities that promote stigmatization, gender stereotypes and initiating discriminative actions. Avoid sexism (discrimination based on sex) and ageism (discrimination based on age).

⁴ It is welcomed if the Bidder's staff have certificates proving their participation in trainings on gender issues. Gender trainings. Online Gender Trainings are available at <https://trainingcentre.unwomen.org/course/description.php?id=2> Please note that the training at this link is available only in English, the Russian version is expected to developed soon.

SUB-SECTION VI: PROPOSED STRUCTURE OF THE TECHNICAL PROPOSAL FOR THIS GRANT

NARRATIVE* (текст на русском языке см. далее)

- Forum concept:
 - Goal and objectives;
 - Topics and justifications of the topics;
 - Approach to conducting the event;
 - Materials to be used (exhibition materials, handouts, visibility.);
 - Draft Agenda;
 - Other information that would make the concept understandable and enriched.
- Experts to organize and lead the forum:
 - Relevant knowledge and expertise;
 - Relevant experience;
- Information about the Bidder and its previous and current experience relevant to proposal requirements;
- Demonstrate how your project complies with IOM's environmental considerations;
- Demonstrate how your project complies with gender equality and equity;
- Declare your commitment to IOM Policy on Preventing Sexual Exploitation and Abuse;
- Declare your commitment to IOM Policy on Confidentiality and Data Protection.

COST PROPOSAL (see p. 13 of this RFP for Cost proposal template and requirements).

ANNEXES:

- Action plan describing activities, timing and responsibilities;
- **Technical Proposal Submission Form** according to the Section II template;
- Financial proposal according to the template in Section III or an Applicant is free to use their own templates (**Financial Proposal must be submitted in a separate sealed envelope**);
- Proof of Legal Entity (for organizations only);
- CVs of experts;
- At least 2 reference contacts.

Section V

IOM POLICY ON PREVENTING SEXUAL EXPLOITATION AND ABUSE

IOM is unequivocally committed to a policy of absolute rejection of sexual exploitation and abuse, and requires the same commitment from its partners. Humanitarian assistance and services should be provided in a manner that prevents and protects employees and beneficiaries of the organization from sexual harassment, exploitation and abuse. Exploitative and abusive sexual actions by employees and partners are absolutely prohibited, and those responsible will be prosecuted. Any compulsory sexual activity, including those acquired by threatening or retaining humanitarian assistance or services, is by definition exploitative and violent, particularly in camps, when the beneficiaries are in the most vulnerable position. Since sexual exploitation and violence are based on gender inequality and lack of respect for human rights, staff should strive to ensure that humanitarian activities are gender-sensitive, and the beliefs, perspectives and needs of women, girls and all vulnerable groups are adequately taken into account.

It is expected that the applicant will strictly follow these principles and promote them in their activities. Thus, the applicant's commitment to a policy of absolute rejection of sexual harassment and violence will be reflected in their principles and activities.

In their application, applicants must reflect their agreement with IOM's policy on preventing sexual exploitation and abuse.

Section VI

IOM POLICY ON CONFIDENTIALITY AND DATA PROTECTION

The following IOM principles of confidentiality and data protection shall be followed by the Applicant without exceptions.

1. LAWFUL AND FAIR COLLECTION

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

2. SPECIFIED AND LEGITIMATE PURPOSE

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

3. DATA QUALITY

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

4. CONSENT

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the Specified purpose(s) for which personal data are collected and processed.

5. TRANSFER TO THIRD PARTIES

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

6. CONFIDENTIALITY

Confidentiality of personal data must be respected and applied at all stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties, who are authorized to access and process personal data, are bound by confidentiality.

7. ACCESS AND TRANSPARENCY

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

8. DATA SECURITY

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

9. RETENTION OF PERSONAL DATA

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required, for the benefit of the data subject.

10. APPLICATION OF THE PRINCIPLES

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending, inter alia, on the sensitivity of personal data. These principles shall not apply to non-personal data.

11. OWNERSHIP OF PERSONAL DATA

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

12. OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

An independent body should be appointed to oversee the implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

13. EXCEPTIONS

Any intent to derogate from these principles should first be referred to the IOM Office of Legal Affairs for approval, as well as the relevant unit/department at IOM Headquarters.

14. KEY TERMS

Anonymous data means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

Consent means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose

Child means an individual below the age of 18 years

Data controller means an IOM staff or an individual who represents a third party who has the authority to decide about the contents and use of personal data.

Data processing means the manner in which personal data are collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

Data protection means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data

Data protection focal point means any IOM staff who is appointed by IOM regional representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which he or she is assigned.

Data security means a set of physical and technological measures that safeguard the confidentiality and integrity of personal data and prevent unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer.

Data subject means an IOM beneficiary who can be identified directly or indirectly by reference to a specific factor or factors. Such factors may include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics

Data awareness – capability to fully understand and appreciate the indicated goal of collecting and processing data.

Electronic record means any electronic data filing system that records personal data.

IOM means the International Organization for Migration.

IOM Field means the operational areas outside IOM Headquarters.

IOM Headquarters means IOM offices in Geneva, Switzerland.

IOM Field Office means IOM offices in operational areas outside IOM Headquarters.

IOM partner means any stakeholder that has a pre-existing agreement to work in cooperation and coordination with IOM, including governments, United Nations agencies, international organizations, nongovernmental organizations, research institutions, businesses and private companies.

IOM staff means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

IOM unit/department means the structure at IOM Headquarters responsible for IOM activity areas

Non-personal data means any information that does not relate to an identified or identifiable data subject.

Paper record means any printed or written document that records personal data.

Personal data means all information that could be used to identify or harm data subjects; it is any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

Third party means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

Vulnerable groups means any group or sector of society that is at higher risk of being subjected to discriminatory practices, violence, natural or environmental disasters, or economic hardship, than other groups within the State; any group or sector of society (such as women, children, the elderly, persons with disabilities, indigenous peoples or migrants) that is at higher risk in periods of conflict and crisis.

Vulnerable data subject means any IOM beneficiary who may lack the legal, social, physical or mental capacity to provide consent

Applicants shall indicate their consent and compliance with IOM Policy on confidentiality and data protection. IOM may provide a template of the form to express consent and compliance with IOM policy on confidentiality and data protection.

Section VII

USE OF IOM LOGO AND DONOR LOGO IN MEDIA

Approval of visibility materiel

All visibility materiel (including publications) shall be agreed with IOM prior to publication and distribution to ensure compliance of their content with IOM and Donor visibility and publication rules and requirements.

Section VIII - Standard Form of Contract

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

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

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Bid/Proposal Form
 - (b) **Annex B** - Price Schedule
 - (c) **Annex C** - Delivery Schedule and Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)

2. Services Supplied

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

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

- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

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

3. Charges and Payments

3.1 The all-inclusive Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]), which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].

3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;

- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays/Non-Performance

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

7. Independent Contractor

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

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

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

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

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

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

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

18. Severability

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

19. Entirety

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

20. Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of

The International Organization
for Migration

For and on behalf of

[Full name of the Service Provider]

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place