

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200675929

Date: 06 September 2024

SECTION 1: REQUEST FOR QUOTATION (RFQ) FOR CONSULTANCY SERVICES FOR EXTERNAL FINAL EVALUATION OF THE AF1 AND AF2 PROJECTS UNDER THE SOMALI URBAN RESILIENCE PROJECT PHASE II (SURP II OR “NAGAAD PROJECT”)

International Organisation for Migration (IOM) kindly requests your quotation for the provision of services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements -Terms of reference (ToR)

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Section 3: General Conditions of Contract

Annex 4: Vendor Information Sheet-Separately enclosed

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by: IOM SUPPLY CHAIN UNIT

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	<p>15th September 2024 1700HRS EAT</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>Bid submission address: procurement-tenderonly@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 8 MB ▪ Mandatory subject of email: 4200675929 CONSULTANCY SERVICES FOR EXTERNAL FINAL EVALUATION OF THE AF1 AND AF2 PROJECTS <p><u>“PLEASE DO NOT CHANGE THE SUBJECT DURING SUBMISSION”</u></p> <ul style="list-style-type: none"> ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
Cost of preparation of quotation	<p>IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct	<p>All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org).</p>
Conflict of Interest	<p>UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement.</p>
Eligibility	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative.</p>
Currency of Quotation	<p>Quotations shall be Quoted in US Dollars</p>
Duties and taxes	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes.</p>

	<input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes		
Language of quotation and documentation including catalogues, instructions and operating manuals	English		
Documents to be submitted	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input checked="" type="checkbox"/> Annex 4: Vendor Information Sheet		
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.		
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	<input checked="" type="checkbox"/> Payments will be paid in instalment based on deliverables		
Contact Person for correspondence, notifications and clarifications	Focal Person: Shamsa Ismail E-mail address: sismail@iom.int Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.		
Clarifications	Requests for clarification from bidders will not be accepted any later than 5 days before the submission deadline. Responses to request for clarification will be communicated on email by 3 days		
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer.		
Evaluation criteria	#	Criteria	Rating
	1	Similar experience in Somalia in Somalia in terms of the Scope, Cost, and subject matter- at list 3 past assignments (contracts) with documented evidence such as Contracts	Fail/Pass
	2	Organization and staffing. - Very good presentation of organization in area of operation, which facilitates coordination with stakeholders and deliverable results	Fail/Pass
	3	Proposed Technical approach and methodology- The technical approach and methodology fully address TOR objectives, showing excellent understanding of subject matter and required processes	Fail/Pass
	4	Professional staff competence for the assignment- competency of the key organization staff; lead consultant, and other support staff- all staff to have experience more than 5 years in their respective fields	Fail/Pass
	5	Attached copies of Valid Registration certificate from Somalia relevant Ministry	Fail/Pass
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order		
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.		
Type of Contract to be awarded	Service Agreement contract		
Expected date for contract award.	30 September 2024		
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM		

UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.
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ANNEX 1: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

Consultancy Services for External Final Evaluation of the AFI and AF2 projects under the Somali Urban Resilience Project Phase II (SURP II or “Nagaad Project”)

Project background

On 23 November 2021, the Federal Government of Somalia (FGS) declared a state of emergency due to the drought. Three failed consecutive rainy seasons between October 2020 and December 2021 had resulted in most parts of the country experiencing severe drought conditions. The number of Internally Displaced Persons (IDPs) almost tripled from 245,000 in December 2021 to 697,000 in March 2022. Urban areas in Somalia were struggling to keep pace with rapid urbanization, driven largely by internal displacement, placing considerable stress on municipal service delivery capacity and increasing social tensions between host communities and the displaced. Urgent scaling up of multi-sectoral humanitarian assistance was required to prevent extreme food insecurity and acute malnutrition, while alleviating pressure on already limited urban services and mitigating social tension. To address the acute needs of displaced and vulnerable households, the FGS engaged the International Organization for Migration (IOM) through an output agreement in September 2022 (referred to in this ToR as the AFI contract) to support delivery of a municipally-led response to urban forced displacement, under the World Bank financed Somalia Urban Resilience Project Phase II or “Nagaad” Project (SURP II, PI70922).¹ The agreement was amended in April 2023 to scale up activities through what is referred to – for the purposes of this ToR – as the AF2 project. Through the AFI and AF2, IOM and its partner NGOs under the Danwadaag and BRCiS (Building Resilient Communities in Somalia) consortia have been providing integrated multi-sector interventions, delivering urgent support to drought-induced IDPs and host communities to reduce the strain on urban areas. In addition to addressing immediate needs of beneficiaries, the activities have a longer-term development goal of enabling the Government to take on greater leadership in planning, coordinating and overseeing humanitarian assistance.

The objective of AFI project was to support a municipal government-led response to deliver emergency services to mitigate drought-induced displacement impacts in critical areas of Mogadishu, Baidoa and Garowe. This approach of authority-led service delivery promotes sustainability in the provision of essential services required to transition drought-affected IDPs into obtaining durable solutions. While the project focused on supplying basic services in situ developing the ability for settlement integration into urban areas, the project does include the facilitation of two relocation activities in Baidoa and Garowe. For IDPs precariously living in settlements facing an immediate threat of eviction, IOM under municipal leadership has supported the development of settlement sites facilitating voluntary and dignified relocation to these locations where land title deeds are issued to beneficiaries. The implementation period for AFI originally ran from October 2022 to March 2024. It received a no cost extension that ended June 30, 2024.

For AFI operations, interventions consisted broadly of 1) enhancing water, sanitation and health (WASH) services for newly drought displaced IDPs, 2) enhanced basic health service delivery for new drought displaced IDPs, 3) relocation site development and mitigation of forced evictions for new displaced populations. The table below presents the number of targeted households by location.

¹ The SURP II is a Government project financed by the World Bank. The World Bank does not operate as a traditional donor in this context. IOM has been contracted by the Government, to which it is responsible for delivering its activities as per the output agreement

Table 2: Target beneficiary breakdown by location from AFI Nagaad project proposal²

Geographic target	HH target	Sectoral interventions
BRA (Dayniile and Kahda)	7,500 HHs	Health & nutrition, HLP, WASH
Baidoa	3,334 HHs	Health & nutrition, HLP, CCCM, WASH, SNFI
Garowe	1,000 HHs	Health & nutrition, HLP, WASH, SNFI
TOTAL	11,834 HHs	

The AF2 project scaled-up AFI activities, targeting the same cities of Mogadishu, Baidoa, and Garowe during the implementation period of July 2023 to September 2024³. The IOM Emergency and Post- Crisis (EPC) pillar in Somalia took the lead in the coordination of the response with other humanitarian partners, including the BRCiS Consortium in close communication with all levels of Government and with communities in the areas affected by conflict and drought.

Following the activation of the AF2 Project, biometric registration of new arrivals in target locations was implemented by Camp Coordination and Camp Management (CCCM) in coordination with local authorities and communities.⁴ IOM's CCCM teams oversaw site coordination and management to improve humanitarian service delivery to displaced communities. Following registration, emergency support was provided through distribution of water, emergency shelter supplies and hygiene kits, while access to health and nutrition services was provided when required through the BRCiS partners. Additionally, latrines were constructed and sustainable water supply at the sites were ensured through construction and rehabilitation of boreholes. Following a biometric de-duplication process which ensured that only beneficiaries who were not already enrolled in simultaneous multi-purpose cash assistance (MPCA) programs were considered, the MPCA component of the package disbursed for a period of 6 months by IOM and the BRCiS partners.

The AF2 intervention consisted of 1) biometric registration of newly displaced households 2) joint delivery of plastic sheets and hygiene kits, 2) Multiple Purpose Cash Assistance (MPCA) disbursed via e-cash, 3) access to WASH services including water and latrines, and 4) health and nutrition support for newly displaced households. The table below presents the number of targeted households by location.

Table 1: Target beneficiary breakdown by location from AF2 Nagaad project proposal⁵

Geographic target	HH target	Sectoral interventions
BRA (Dayniile and Kahda)	26,067 HHs	CCCM, SNFI, WASH, MPCA, Health & nutrition (by BRCiS)
Baidoa	21,933 HHs	CCCM, SNFI, WASH, MPCA, Health & nutrition (by BRCiS)
Garowe	5,000 HHs	Health & nutrition (by IOM)
TOTAL	53,000 HHs	

² Actual achieved numbers will be shared upon signature of the contract with the selected evaluator.

³ While the same cities were targeted for AF2, the target beneficiaries differ.

⁴ Local Authorities includes municipality, but mainly the state level representative of the Commissioner for Refugees and IDPs, as well as possible Humanitarian Coordinators, Social Affairs Chairpersons etc.

⁵ Actual achieved numbers will be shared upon signature of the contract with the selected evaluator.

The AFI monitoring and evaluation consisted of field monitoring of project activities and beneficiary satisfaction surveys. The AF2 project employed a multi-layered monitoring approach, including field monitoring of project activities, pre-assistance beneficiary verification, Third-Party Monitoring including three rounds of the Real Time Evaluation (RTE), and three rounds of the Post Distribution Monitoring (PDM). At the time of the Final Evaluation the three rounds of RTE and PDM will have been completed.

Evaluation purpose

IOM seeks to undertake an external Final Evaluation to assess the performance and achievement of results of the AFI and AF2 projects under the broader SURP II / Nagaad Project, as well as to identify challenges encountered, lessons learned, and recommendations for future emergency projects within the context of Somalia.

Evaluation criteria and questions

The final evaluation will assess the projects based on the ALNAP criteria for humanitarian action of coverage, appropriateness, effectiveness, efficiency, impact, coordination, coherence, and connectedness. Evaluators are welcome to submit detailed evaluation questions, which will be finalized in consultation with IOM during the inception phase. The questions below inform types of questions to be addressed in the final evaluation.

- **Coverage:** To what extent were the newly displaced households reached by AFI and AF2 projects (under the SURP II / Nagaad Project) in Mogadishu, Baidoa, and Garowe, and were there any significant gaps in reaching specific groups?
- **Appropriateness:** How well did the design and interventions of the AFI and AF2 projects align with emergency needs of the newly displaced households and host communities in Mogadishu, Baidoa, and Garowe?
- **Effectiveness:** What measurable outcomes and achievements resulted from the projects' activities, and to what degree did they contribute to addressing the emergency needs? To what extent did they help relieve pressure on urban areas, notably on municipal service delivery capacity and social tensions between host communities and the displaced?
- **Efficiency:** How well were resources utilized in relation to the outputs and outcomes achieved by the project? Were there any notable inefficiencies or areas for improvement in resource allocation?
- **Impact:** What changes or improvements have occurred in the lives of the newly arrived households as a result of the projects, and particularly of the integrated sectoral approach? Has there been documented improvements in living conditions of drought displaced IDPs who have been relocated to Hoodal and Barwaaqo (AFI project)? How have relations between IDPs and host communities changed over the past two years, and what impact, if any, did the projects have on social tensions?
- **Coordination:** How effectively did IOM and its partners work with Municipal counterparts to enable a stronger role for Government in the planning, coordination and oversight of

humanitarian activities? How effectively did the projects collaborate and coordinate with other humanitarian actors, local authorities, and stakeholders to avoid duplication and maximize the projects' impact?

- **Coherence:** How well did the project activities and strategies align with the broader humanitarian efforts and objectives in Somalia, ensuring consistency and complementarity with other interventions? How well did the project activities align with the broader objectives of the SURP II/ Nagaad Project, which is focused on urban resilience?
- **Connectedness:** To what extent did the projects integrate with or build upon existing local initiatives, networks, or systems in Somalia, fostering community engagement and ownership?

To what extent did the projects foster better relations between IDPs and host communities.

The evaluation should also address the following cross-cutting themes and integrate them into the criteria listed above where they are most applicable.

- **Nagaad's Environmental and Social (E&S) Instruments:** Assess the existence and dissemination of Nagaad's E&S instruments by the Somali Government, ensuring alignment with the World Bank's policies and Somali national laws. Examine the effectiveness of these instruments in the AFI and AF2 projects, evaluating how well they were utilized and integrated into project activities to ensure compliance and safeguard standards.
- **Gender Equality and Social Inclusion (GESI):** Analyze the extent to which the projects incorporated GESI principles throughout their implementation. This includes assessing whether community consultations, feedback mechanisms, and data collection processes provided equal opportunities for all demographic groups—women, girls, men, boys, the elderly, People Living with Disabilities (PLWD), and marginalized clan members—to express their views and access services equitably.
- **Protection Mainstreaming:** Examine how effectively the AFI and AF2 projects were implemented in accordance with IOM's Institutional Framework for Addressing Gender-Based Violence in Crises (GBViC Framework) and the CERC-ESMF. What specific measures have been taken to address risks related to gender-based violence (GBV), sexual exploitation, and sexual harassment, and whether the projects successfully identified and mitigated these risks to ensure gender-specific needs were adequately addressed throughout all project activities.
- **Community Engagement:** Assess the effectiveness of IOM's approach to community engagement and beneficiary accountability within the project cycle. This includes evaluating whether beneficiaries were given meaningful opportunities to participate in decision-making processes and activities that affected them. Consider the extent to which the projects facilitated active participation from women, girls, men, boys, the elderly, People Living with Disabilities (PLWD), and marginalized clan members in target locations, ensuring inclusive engagement throughout all phases of the projects.
- **Conflict Sensitivity:** Assess the extent to which the projects were implemented in a conflict-sensitive manner, with particular attention to local conflict dynamics. This includes examining whether the projects effectively managed and mitigated conflict risks, as well as identifying lessons learned for future implementation.
- **Government Accountability:** Assess to what degree beneficiaries were aware that the assistance provided originated from the Somali Government. It will explore how this messaging influenced beneficiaries' perceptions of the government's ability to deliver services and whether the projects effectively strengthened the accountability relationship between Somali citizens and their government.

The Results Monitoring Frameworks, with indicators and targets for AFI and AF2 in **Annexes 1 and 2**, respectively, as well as the Environmental and Social Aspects in **Annex 3**, should be key components of the Final Evaluation.

Evaluation Methodology

The Final Evaluation should employ a mixed-method approach incorporating primary and secondary quantitative and qualitative data collection methods. It should encompass, at a minimum, the following:

1. **Document and literature review**, including project documents and secondary project data provided by IOM (e.g., proposals, results monitoring frameworks, AFI GBV action plan,
2. quarterly reports, RTE, and PDM data and reports, Environmental and Social Management Plans, and Nagaad's E&S instruments).
3. **Key Informant Interviews** involving stakeholders such as:

- AFI and AF2 IOM Coordination Teams
 - IOM implementing staff: CCCM, CCCM partners NoFYL and SCC, Shelter/Non-Food Items (SNFI), Water, Sanitation and Hygiene (WASH), Health (MHD), Protection
 - Danwadaag Consortium consisting of NRC, Concern Worldwide and GREDO (AFI project)
 - BRiCS Consortium consisting of NRC, Save the Children, Action Against Hunger, and Concern Worldwide (BRiCS)
 - NGOs operating in IOM managed sites (interviews should focus on access and collaboration to assess CCCM's role)
 - Community and camp leaders
 - Government Project Coordination Unit (PCU) at federal level
 - Government Project Implementation Unit (PIU) at municipality level
4. **Focus Group Discussions** with stakeholders, including IDP and host community segments, including women, youth, men, older persons, single mothers, ethnic/religious minorities, People Living with Disabilities (PLWD), Orphans and Vulnerable Children (OVC)
 5. **Individual in-depth interviews** conducted with female and male headed beneficiary households from majority and minority clans, without explicitly identifying this strategy.
 6. **Quantitative surveys** targeting beneficiary households (separate household survey for AFI and AF2, with overlap/consistency across tools to the extent possible).
 7. **Community observation checklist** with elements from the community needs assessment (to assess CCCM implementation)
 8. **Case study** on beneficiary de-duplication of the BRaVE biometric registration data and the collaboration with WFP focused on successes, challenges, lessons learned and recommendations.

Evaluators are encouraged to submit proposals incorporating rigorous methods that enable the assessment of the project's effect on the predefined outcomes, utilizing a representative sample and participatory qualitative methods. Data analysis should be intersectional by assessing outcomes through various lenses of sociodemographic indicators and identity markers, including IDP and host community, gender, age, single mothers, ethnic/religious minorities, PLWD, OVC.

Evaluation Deliverables and Timeline

Deliverables	Timeline
D1. Draft inception report including literature review, evaluation questions, detailed methodology, data collection tools, sampling, data protection and ethics, data analysis, evaluation framework, and workplan	19 Sept 2024
D2. Final inception report including literature review, evaluation questions, detailed methodology, data collection tools, sampling, data protection and ethics, data analysis, evaluation framework, and workplan	26 Sept 2024
D3. Final data collection tools in Word and XLS (Kobo)	26 Sept 2024
D4. Draft evaluation reports AFI and draft evaluation report AF2 incl. case study	6 Nov 2024
D5. Revised evaluation report AFI and draft evaluation report AF2 incl. case study	13 Nov 2024
D6. Presentations of key findings and recommendations for AFI and AF2	13 Nov 2024
D7. Final evaluation reports for AFI and AF2	21 Nov 2024
D8. 2-page Evaluation Briefs for AFI and AF2	21 Nov 2024
D9. Cleaned quantitative data sets, qualitative transcripts, coding manual used for data analysis	21 Nov 2024
D10. Response Management Matrix for AFI and AF2	21 Nov 2024

Evaluation Ethics

The evaluation must follow IOM Data Protection Principles, UNEG Norms and Standards for evaluations and relevant ethical guidelines. The commissioning agency abides by the norms and standards of UNEG and expects all evaluation stakeholders to be familiar with the ethical conduct guidelines of UNEG and the evaluator(s) with the UNEG codes of conduct. A comprehensive data protection and sharing agreement, which the external evaluation firm will be legally obligated to adhere to, will be part of the service agreement.⁶ The External evaluation firm is requested to detail in their proposal and inception report how they will apply IOM's data protection principles.

Evaluation Budget

Proposals should include a financial proposal with a precise breakdown of costs including time per project staff member and fieldwork costs.

Qualifications and Competencies Required

- a. Operational presence in Somalia with the capacity to conduct both in-person and remote evaluation assessments within the humanitarian context, specifically with IDPs. This includes a proficient team of enumerators fluent in Somali, capable of conducting in-person interviews and phone calls to gather data using Kobo Toolbox.
- b. Experience in Third-Party Monitoring and Evaluation within IDP camps and across communities in Mogadishu, Baidoa, and Garowe.
- c. Strong analytical understanding encompassing socio-economic, political, and security dimensions within IDP site contexts.
- d. Substantial experience in developing rigorous quantitative and qualitative research methods and creating effective data collection tools.
- e. Proficiency in reviewing and analyzing quantitative and qualitative secondary data, conducting Key Informant Interviews, Focus Group Discussions, in-depth interviews, quantitative surveys, and the ability to produce easily digestible data through factsheets and dashboards.
- f. Capability to analyze and visually represent data effectively.
- g. Proficiency in monitoring gender and protection mainstreaming within humanitarian responses.
- h. Extensive knowledge of and experience with safeguarding procedures.
- i. Solid experience in working with vulnerable populations, particularly in conducting in-person interviews.
- j. Technological literacy and competency in completing electronic forms (e.g., Kobo survey forms), along with ownership of tablets or other electronic devices for collecting and submitting forms and photos.
- k. Sound understanding of accountability to affected populations.
- l. Ensured gender balance within the team's composition.
- m. Strong ability to produce coherent, constructive reports that clearly present findings, address evaluation questions, highlight key learnings, and provide actionable recommendations.
- n. Exceptional analytical and writing skills with a proven track record of producing high-quality evaluations. Ability to present complex information in a simplified and accessible manner.
- o. Fluency in both written and spoken English.

⁶The legitimate, appropriate, and proportionate use and processing of personal data, guard against data abuse, and specific mitigation measures in line with international best practices will be specified in the Data Protection and Sharing Agreement.

Annex I. Results Monitoring Framework AFI

Outcome/Output	Indicators	Target			
		Total	Banadir	Baidoa	Garowe
Outcome 1: Enhanced water, sanitation and health (WASH) services for newly drought displaced IDPs - IOM led in all locations	# of individuals provided with safe gender sensitive latrines	23,400	7,200	6,000	10,200
	# of individuals provided with safe and clean water through boreholes	33,000	15,000	6,000	12,000
Output 1.1: Increased access to water through construction of boreholes	# of boreholes constructed	7	4	2	1
Output 1.2: Deliver water through construction of water distribution points	# of water distribution points constructed	1,130	80	50	1,000
Output 1.3: Increased access to sanitation through the construction of latrines	# of latrines constructed	2,750	600	1,150	1,000
Outcome 2: Enhanced basic health service delivery for newly drought displaced IDPs	# of individuals treated for emergency health and nutrition services	65,000	45,000	20,000	-
	# of drought affected women supported with ANC and PNC services	4,250	1,550	2,700	-
	# of drought affected women safely deliver at health centres	210	90	120	-
	# of children treated for early stages of malnutrition children	3,830	3,830	-	-
Output 2.1: Support health care provision through running community level, mobile, and fixed health care facilities	# of mobile health clinics in Mogadishu	2	2	-	-
	# of static health clinics in Mogadishu and Baidoa	3	1	2	-
	# of mobile and fixed clinics rehabilitated and equipped	1	1	-	-
Output 2.2: Train and support community health workers (CHWs) and health staff in targeted health clinics on preventive measures, screening, and basic curative care	# of Community Health Workers Trained	76	27	49	2

Outcome 3: Relocation site development and mitigation of forced evictions for new drought displaced populations	# of IDPs benefitting from improved housing standards	2,150	-	1,150	1,000
	Beneficiaries provided with title deeds	12,500	-	6,500	6,000
	# of lease agreements between IDP leaders and landowners / representatives and witnessed by government	28,200	21,000	7,200	-
Output 3.1: HLP capacity needs assessments are conducted	# of HLP assessments	3	1	1	1
Output 3.2: Sites for relocation in Garowe and Baidoa are prepared	# of topographical studies conducted	2	-	1	1
	# of person workdays generated through cash for work (sector, number, disaggregated by gender, skilled/unskilled, settlement status) (50,000 total workdays)	50,000	10,000	20,000	20,000
	# of housing units built	2,150	-	1,150	1,000
Output 3.3: Beneficiaries are selected and relocated	# of beneficiaries selected and relocated	12,500	-	6,500	6,000
Output 3.4: Transitional shelters are constructed	# of HHs benefitting from improved housing standards	2,150	-	1,150	1,000
Output 3.5: Legal support is provided to relocated IDPs	# of beneficiaries provided with title deeds	12,500	-	6,500	6,000
Output 3.6: Safe and sustainable lighting is provided	# of solar lights installed	125	-	75	50
Output 3.7: Long term land lease agreements are provided to IDPs	# of beneficiaries receiving lease agreements	28,200	21,000	7,200	-
(Outcome 4: Project Management) Output 4.1: Project meetings are conducted throughout project implementation	# of project meetings delivered	14	-	-	-
	# of Stakeholder consultations and planning meetings delivered	14	-	-	-
	# of Environmental and Social Management Plans prepared and delivered	5	-	-	-

Annex 2. Results Monitoring Framework AF2

Outcome/Output	Indicators	Target			
		Total	Banadir	Baidoa	Garowe
Outcome 1: Vulnerable displaced and disaster affected communities have increased access to lifesaving humanitarian services	# of IDPs reached with essential life-saving humanitarian assistance	318,000	144,000	144,000	30,000
	# of individuals that received health and nutrition assistance	143,580	56,790	56,790	30,000
	% of sampled beneficiaries who report being satisfied with the municipal drought response (disaggregated by gender, municipality; numbers provided in addition to % in reporting to provide context)	-	-	-	-
	% of sampled beneficiaries who report that the municipal drought response meets their prioritized needs (disaggregated by gender, municipality; numbers provided in addition to % in reporting to provide context)	-	-	-	-
	% of sampled women engaged in the selected cities who consider that their needs and priorities have been taken into account in final planning decisions and design (disaggregated by municipality, numbers provided in addition to % in reporting to provide context)	-	-	-	-
Output 1.1: Newly Displaced households are registered to receive the First Line Response (FLR)	# of households registered in IOM registration database	48,000	26,067	21,933	N/A
Output 1.2: Newly displaced households have access to Camp Coordination and Camp Management services	# of sites provided with CCCM support	100	60	40	N/A
	Women participating in drought response related decision-making as measured by % of women members in camp management committees ⁷ (numbers reported along with %'s to provide context)	50%	50%	50%	N/A
Output 1.3: Key displacement data is collected through Emergency Trends Tracking Tool (ETT) and analysis disseminated to partners	# of ETT data products published and disseminated (Weekly rounds in each location for 6 months - 4 weeks per month *6 = 24 weeks/rounds)	24	N/A	N/A	N/A

⁷ Asses % female IDPs in the leadership roles of WASH committees.

Output 1.4: Drought-affected communities have improved access to WASH services	# of latrines with handwashing stations constructed or rehabilitated that offer privacy for women and girls	3,000	1,500	1,500	N/A
	# of individuals who report directly using safe and dignified toilet/latrines with functional handwashing facilities	15,000	-	-	N/A
	Operation and maintenance of WASH infrastructure (with handover to community O&M groups or private sector at the end of the project.	4	2	2	N/A
	Construction of 4 boreholes (40m3 water storage tanks, installation of solar system, genset, submersible pump and rooms for generator and guards	4	2	2	N/A
	O&M of all constructed boreholes for lifespan of project -Training and handover to local O&M groups based on bilateral agreement with the government.	4	2	2	N/A
	Distribution of hygiene kits to households registered by CCCM	48,000	26,067	21,933	N/A
Output 1.5: Drought affected households receive plastic sheets for emergency shelter support	# of households receiving plastic sheets for emergency shelter support	48,000	26,067	21,933	N/A
Output 1.6: Drought affected households receive MPCA to meet their basic minimum needs	# of households receiving MPCA	41,672	22,012	19,660	N/A
	MPCA tranches disbursed to beneficiary households via e-cash (\$XX/hh/X months)	18	9	9	N/A
Output 1.7/1.8: Drought affected households receive immediate health and nutrition support in BRA, Baidoa and Garowe	# of women, men and children benefited from the provision of essential lifesaving health care including vaccination	129,330	50,423	48,907	30,000
	# of health facilities supported	21	5	5	11
	# Mobile clinics equipped with medical supplies for outpatient consultation services	15	4	4	7
	# Fixed health center rehabilitated and equipped with medical supplies for outpatient consultation services	5	1	1	4
	# of children U5 and pregnant and lactating women (PLWs) with moderate acute malnutrition identified through the nutrition screening are enrolled for MAM treatment	17,130	6,334	7,784	3,012
	# of children aged 6-59 months with severe acute malnutrition (SAM) who are admitted for treatment	17,321	7,143	7,756	2,422
	Provision of training to Community Health workers	115	49	66	-

Annex 3. Environmental and Social Aspects

The inception report and final evaluation report shall address the following pertinent Environmental and Social aspects:

1. **Beneficiaries Data:** Provide a total breakdown of the number and nature of IDP beneficiaries. Provide disaggregated data beyond gender including older persons, single mothers, ethnic/religious minorities, People Living with Disabilities (PLWD), Orphans and Vulnerable Children (OVC).
2. **Labour Data:** Disaggregated data on locals employed to date, such as women, PWDs, IDPs, host communities, minorities, etc.
3. **Community Worker Data:** Disaggregated data on community workers engaged to date, such as women, PWDs, IDPs, host communities, minorities, etc., and their conditions of employment.
4. **Accessibility Measures:** Demonstrate the unimpeded access for people of all ages and abilities, such as PWDs, children, older persons, and expectant mothers.
5. **Social Amenities Access:** Social amenities accessible to IDPs, such as schools, hospitals, police posts, water points, hygiene facilities (toilets), mosques, and the distance to these facilities.
6. **Safety Measures:** Measures in place to ensure the safety of IDPs, such as perimeter walls/fences, well-secured doors, gates, etc.
7. **Structural Resilience:** The ability of the structures (houses, latrines, and boreholes) to withstand extreme weather patterns such as floods and heat waves, as well as the capacity of latrines.
8. **Operation and Maintenance Agreements:** Operation and maintenance guidelines and agreements after the defect liability period.
9. **Stakeholder Engagement:** Categories and sub-categories of stakeholders consulted, key concerns raised, and how they have been incorporated throughout implementation.
10. **Grievance Management:** The number and nature of grievances reported and the status of resolution.
11. **Tenure Regularization:** Location-specific disaggregated data on regularized IDPs, if any, such as on the issuance of title deeds or government-legally acceptable ownership documents (AFI project).
12. **Handover Plan and Documentation:** Availability of a handing over plan (at the household and community levels), including the information disclosed to households and communities at handover, documents signed and witnessed (by whom), title deeds, and so on.
13. **Awareness and Reporting Mechanisms:** Awareness of an accessible mode of reporting occurrences beyond the project's lifetime.
14. **Lessons Learned and Best Practices:** Lessons learned and best practices on the quality of constructed infrastructures, user satisfaction, environmental and social aspects that can be replicated in future projects.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

VENDOR INFORMATION SHEET¹

Please attach the latest vendor information sheet to be filled in and signed by the vendor

BIDDER'S DECLARATION OF CONFORMITY²

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.

¹ [Vendor Information Sheet.xlsx](#)

² This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- team composition and CVs of key personnel

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump-sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

Currency of Quotation: Click or tap here to enter text.

Ref	Description of Deliverables	Price
1.		
2.		
3.		
4.		
5.		
Total Price		

Breakdown of Fees

Personnel / other elements	UOM	Qty	Unit Price	Total Price
Personnel				
e.g. Project Manager/Team Leader	day			
Other expenses				

International flights				
Subsistence allowance				
Local Transportation				
Communication				
Other Costs: (please specify)				
Total				

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p>Company Name <input type="text"/></p> <p>Address: <input type="text"/></p> <p><input type="text"/></p> <p>Phone No.: <input type="text"/></p> <p>Email Address: <input type="text"/></p>	<p>Authorized Signature: _____</p> <p>Date: <input type="text"/></p> <p>Name: <input type="text"/></p> <p>Functional Title of Authorised Signatory: <input type="text"/></p> <p>Email Address: <input type="text"/></p>
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SECTION 3: GENERAL CONDITIONS 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**, an organization which is part of the United Nations system, 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/Quotation Form
- (b) **Annex B** - Price Schedule
- (c) **Annex C** - Delivery Schedule and Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Services

- 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.

[Optional for Long-Term Agreements (please delete if not applicable)]

- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).
- 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 The Service Fee 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:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 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 prejudice to any other rights or remedies it may have, to withhold 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) The Price specified in 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.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;

- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 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.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. 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, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee 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

- 9.1 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.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position 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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the 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, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration 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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 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 in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

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. Final Clauses

- 20.1 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.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

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

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

For and on behalf of
The International Organization for Migration

Signature

For and on behalf of
[Name of Service Provider]

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place: