*GPSU.SF-19.5*

**REQUEST FOR PROPOSALS**

(*PROCUREMENT OF SERVICES)*

*For Simple Assignments*

**SERVICES FOR**

**Provision of Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa**

**Prepared by**



*IOM Somalia*

*3rd August 2020*

**REQUEST FOR PROPOSALS**

**RFP No.: *SOM/2020/64***

**Mission:** *IOM Somalia*

**Project Name:** *Enhancing Peace and Security Measures in Somalia through Support for the National Programme on Disengaged Combatants*

**WBS:**

**Title of Services**: *Provision of Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa*

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**Request for Proposals**

The International Organization for Migration (hereinafter called **IOM**) intends to hire a group of consultants/experts or organization for the *Provision of Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Provision of Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa* More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

**Section I.** Instructions to Service Providers/Organization

**Section II.** Terms of Reference, Eligibility Criteria and Minimum Requirements

**Section III.** Financial Proposal, template

**Section IV.** Technical proposal sample and report, including one Sample Training on Trainers outline/plan, and one final report from previous projects providing Technical and Vocational Education and Training.

**Section V.** Standard Form of Contract

The Proposals must be submitted through email to: **procurement@rmsomalia.org** on or *16th August 2020 at exactly 1700hrs. No late proposal shall be accepted.*

Bidders must indicate the following text in the subject line of the email: *Provision of Technical Support and Training for Trainers to Teachers on Market-based Livelihood Courses for Vulnerable Youth in Kismayo and Baidoa* 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/ Organization

*Bids Evaluation and Awards Committee*

*IOM Somalia Mission*

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

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### Section I - Instructions to Service Providers/ Organization

1. Introduction

1.1 Only eligible Service Providers/ Organization 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. Service Providers/ Organization 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 is specified in Item 2.3. of this Instruction.

1.3 The Service Providers/ Organization 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/ Organization 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/ Organization

* 1. IOM shall provide at no cost to the Service Providers/ Organization the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

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

2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

* Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
	+ - * + Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
				+ Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
				+ Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

**3. Conflict of Interest**

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

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

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

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

 4.2. Service Providers/ Organization 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 Providers/ Organization Proposal shall have two (2) components:

 a) the Technical Proposal Sample and Report from previous project, and

b) the Financial Proposal, using the template.

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

5.3 The Service Providers/ Organization 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 sample and report**

6.1 When preparing the Technical Proposal sample and report, Service Providers/Organizations must give particular attention to the following:

1. If a Service Provider/Organization deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/Organizations may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.[[1]](#footnote-1)

b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.

c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.

1. The proposed trainers, must at a minimum have the experience of *three (3) years* in **one of the below** vocation: *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair,* AND at least *two (2) years* in training, instructing, teaching, or mentoring youth, including *vulnerable youth,* with the chosen vocation; and must speak *Somali and/or Maay*
2. The Service Provider/Organization, if selected by the Bid Committee, *shall not arbitrarily replace the proposed professional staff, in particular, the proposed trainers,* unless the staff replacement is requested by IOM, or with strong justifications under exceptional circumstances.
	1. The Technical Proposal shall provide the following information as described in Minimum qualification requirements (Section II) and Technical Proposal Sample and Report (Section IV):
		1. **Legal registration**: The organization must be legally registered and must have been in active operation in the last three years: the interested bidders should be registered with the relevant bodies at the federal and state administration level. *Bidders should submit valid permits issued by the administrations where the program operates, including South West and Jubaland.*
		2. **Proof of successful completion** of *preferably more than 3* *projects since 2018* on behalf of Government, UN or INGOs that include provision of Technical and Vocational Education and Training. *Must submit the relevant service contract completed in the last two years (2018 to present).*
		3. **Expertise in providing Training on Trainers on some, if not all of the below areas in Somalia:** *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair* demonstrated by service contract, and/or letters of recommendation from the clients.
		4. **Submission of** *one (1) Sample Training on Trainers outline/plan* on 1 of the below areas: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair
		5. **Submission of** *one (1) final report from previous projects providing* Technical and Vocational Education and Training.
		6. Ability to organize field trips with the teachers to a TVET center in Mogadishu
		7. **At least Three CVs** of the organization’s proposed Trainers who will be training the teachers on some or all of the below Technical and Vocational Education and Training areas, *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair,* with the ability to deliver in Somali and Maay.
		8. The proposed trainers, must at a minimum have the experience of at least *three (3) years* in **one of the below** vocation: *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair,* and at least *two (2) years* in training, instructing, teaching, or mentoring youth, including *vulnerable youth,* with the chosen vocation; and must speak *Somali and/or Maay*

**7. Financial Proposal**

7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal template (Section IV).

7.2 The Financial proposal shall include all costs associated with the assignment, including *travel and subsistence costs*. 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/Organization may be subject to local taxes on amounts payable under the Contract. If such is the case, such taxes will have to be covered by the Service Provider/Consulting Firm and shall not be included in the sum provided in the Financial Proposal.

7.4. Service Providers/ Consulting Firms shall express the price of their services in *USD.*

7.5 The Financial Proposal shall be valid for *60 calendar days*. During this period, the Service Provider/ Organization is expected to keep available the professional staff for the assignment[[2]](#footnote-2). 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/ Organization has the right not to extend the validity of the proposals.

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

 8.1 Service Provider/Organization may only submit one proposal. If a Service Provider/Organization submits or participates in more than one proposal such proposal shall be disqualified.

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

* 1. The Service Provider/Organization shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked “Original” or “Copy” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original 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, reference number and title of the project and the name of the Service Provider/ Consulting Firm.

8.5 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.

8.6 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 Provider/Organization 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 Provider/Organization 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 *thirty (30) calendar days]* 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 some evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

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

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

|  |  |
| --- | --- |
| **Criteria** | **Score** |
| 1. **Specific experience of the service providers relevant to the assignment: [Max 45 points]**
 |
| 1. Experience working with targeted beneficiaries in Somalia: vulnerable youth with low literacy level **(grade based on the scope of work as well as years of working)**
 | Excellent experience (more than 10 years with vulnerable youth with low literacy, and/or benefiting more than 500 vulnerable youth since 2018) | **10** |
| Strong experience (5-9 years with vulnerable youth with low literacy, and/or benefiting more than 200 vulnerable youth since 2018) | 8 |
| Moderate experience (2-4 years with vulnerable youth with low literacy, and/or benefiting more than 100 vulnerable youth since 2018) | 4 |
| Insufficient experience (less than 2 years with vulnerable youth with low literacy) | 2 |
| 1. Experience delivering service on behalf of Government, UN, or INGO from 2018 to present **(must share copy of contracts).**
 | 5+ past assignments on behalf of Government, UN, or INGO since 2018 | **10** |
| 3-4 past assignments on behalf of Government, UN, or INGO since 2018 | 7 |
| 2 past assignment on behalf of Government, UN, or INGO since 2018 | 3 |
| 1 past assignment on behalf of Government, UN, or INGO since 2018 | 1 |
| 1. Experience in Somalia providing Technical and Vocational Education and Training on some or all of the below areas:
* Electrical Training
* Computer Literacy/ Graphic design,
* Masonry/Plumbing
* Mobile Repair
* Tuk-Tuk Repair

**(must share copy of contracts).** | Past assignments involving 4 or all of the listed TVET areas | **15** |
| Past assignments involving 3 of the listed TVET areas | 10 |
| Past assignments involving 2 of the listed TVET areas | 5 |
| Past assignments involving 1 of the list TVET areas | 3 |
| Past assignment involved Computer Literacy/Graphic design  | **10** |
| Past assignment involved Mobile Repair  | 5 |
| 1. **Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 55 points]**
 |
| 1. Quality of sample Training on Trainers’ outlines

**(must submit 1 sample).** | The sample is well-written, well-structured with comprehensive breakdown of session objectives and tasksDemonstrate a clear training methodology, strong understanding of teaching requirements and extensive knowledge in the selected TVET area.  | **10** |
| The sample has a clear structure with reasonable breakdown of session objectives and tasks. Demonstrate a clear training methodology, sufficient knowledge of teaching requirement and knowledge in the selected TVET area. | 7 |
| The sample has some breakdown of session objectives and tasks. Demonstrate some knowledge of teaching requirement and knowledge in the selected TVET area. | 3 |
| The samples lacks structure, missing breakdown of session objectives and tasks.  | 0 |
| 1. Quality of previous report on Technical and Vocational Education and Training.

**(must submit 1 previous report).** | The report is well-written, include detailed information about the previous project, demonstrates strong and measurable outcome of the previous training  | **10** |
| The report is well-written, provides a summary of previous project, indicates some measurable outcome of the previous training | 5 |
| The report lacks description of previous projects; the outcomes achieved was not measurable.  | 0 |
| 1. Organization and staffing.

**(Must submit at least Three CVs of the organization’s proposed Trainers who will be training the teachers on some or all of the below Technical and Vocational Education and Training areas, Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair, with the ability to deliver in Somali and Maay)**  | The proposed trainers has an average of more than 4 years of experience in their area of expertise (must be relevant to the stated TVET areas). | **10** |
| The proposed trainers has an average of 3 years of experience in their area of expertise (must be relevant to the stated TVET areas). | 8 |
| The proposed trainers has an average of 1 year of experience in in their area of expertise (must be relevant to the stated TVET areas). | 3 |
| The proposed trainers has an average of more than 4 years of experience in providing ToT in Somalia | **10** |
| The proposed trainers has an average of 3 years of experience in providing ToT in Somalia | 8 |
| The proposed trainers has an average of more than 1 year of experience in providing ToT in Somalia | 3 |
| One of the proposed trainer has more than 3 years experience in Computer/Graphic Design | **10** |
| One of the proposed trainer has more than 3 years experience in Mobile Repair | 5 |
| 1. Work Plan Feasibility (3-month)

**Must specify the timeline to complete the deliverables listed above**  | **Clearly** shows realistic timelines and deliverables consistent with required Project duration as outlined in the TOR | **5** |
| **Fairly** shows realistic timelines and deliverables consistent with required Project duration as outlined in the TOR | 3 |
| Timelines **unrealistic** and/or deliverables **inconsistent** with TOR or No work plan submitted | 0 |

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

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.

* 1. 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.
	2. 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:

 **Sf = 100 x Fl / F**

 Where:

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

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

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

 The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights[[3]](#footnote-3) (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

 Sc = St x T% + Sf x F%

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

**12. Negotiations**

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *30th August 2020*.

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.

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.

* 1. The Service Provider/ Consulting Firm is expected to commence the assignment on *1 September 2020*.

**14. Confidentiality**

* + 1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Organization who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Organization 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 - Terms of Reference, Eligibility Criteria and Minimum Requirements

**Terms of Reference:**

**Service Provider to Provide Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa**

1. **Rationale and Objective**

The DDRR programme has been providing a series of TVET training to men, women and youth formerly associated with armed groups. Majority of them have low literacy in Somali.

The TVET courses runs typically 6 months to 1 year and are provided in Somali/Maay. Courses include Computer Literacy/Graphic design, Mobile Repair, Masonry & Plumbing, Tuk-tuk Repair and Electricity, among others.

Based on previous assessments done by the DDRR Education Coordinator, TVET teaching wasn’t always effective for the young adults in the programme as the TVET curriculums/guides in use were not tailored to low literacy population. The TVET trainers’ teaching capacity also have rooms for improvement.

Therefore, IOM Somalia is looking for a service provider/organization with extensive experience in providing ToT on TVET in Somali and Maay to:

* Build the capacity of and tutor the TVET teachers to achieve effective teaching in classrooms.
* Develop curriculums on Computer Literacy/Graphic design. Mobile Repair, Masonry & Plumbing, Tuk-tuk Repair and Electricity, respectively, for low literacy adults in Somali/Maay language.
1. **Deliverables of this Assignment**

|  |
| --- |
| **Deliverable** |
| **1.** Baseline assessment on the capacity of the TVET teachers to be trained. Field trips to Kismayo and Baidoa required.  |
| **2.** Design Training for Trainers plan/outline based on the assessed capacity of TVET teachers on **all of the below themes (5)**: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair |
| **3.** Deliver a series of Training on Trainers, on all of the above mentioned TVET areas respectively. The ToTs will take place in Mogadishu, Kismayo and Baidoa.  |
| **4.** Arrange a 1-day field trip with all teachers to a TVET training site/center in Mogadishu. |
| **5.** Tutor the trained Teachers for a minimum period of 1 month as the teachers delivering the courses; assist the teachers with development of respective teaching plans.  |
| **6.** Develop curriculums/road maps for six-months to a year **on all of the below themes (5):** Computer Literacy & Graphic Design, Electrical, Mobile Repair, Tuk Tuk Repair, Masonry/ Plumbing for low literacy rate in Somali Language  |
| **7.** End-line assessment on the capacity of the TVET trainers, review the procured TVET materials/supplies to identify gaps. |
| **8.** Organize a presentation to DDRR team and Government on what has been achieved out of the assignment. |

1. **Duration**

The proposed assignment should be completed within *a period of 3 months (1 September – 31 November).*

1. **Eligibility requirements of the service provider**

**Minimum qualification requirements:** Interested service providers must fulfil the following minimum qualification requirements. Failure to meet them or provide required information/documents will result in the disqualification of the bidder from the tender evaluation process:

1. **Legal registration**: The organization must be legally registered and must have been in active operation in the last three years: the interested bidders should be registered with the relevant bodies at the federal and state administration level. *Bidders should submit valid permits issued by the administrations where the program operates, including South West and Jubaland.*
2. **Proof of successful completion** of *preferably more than 3* *projects since 2018* on behalf of Government, UN or INGOs that include provision of Technical and Vocational Education and Training. *Must submit the relevant service contract completed in the last two years (2018 to present).*
3. **Expertise in providing Training on Trainers on some, if not all of the below areas in Somalia:** *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair* demonstrated by service contract, and/or letters of recommendation from the clients.
4. **Submission of** *one (1) Sample Training on Trainers outline/plan* on 1 of the below areas: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair
5. **Submission of** *one (1) final report from previous projects providing* Technical and Vocational Education and Training.
6. Ability to organize field trips with the teachers to a TVET center in Mogadishu
7. **At least Three CVs** of the organization’s proposed Trainers who will be training the teachers on some or all of the below Technical and Vocational Education and Training areas, *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair,* with the ability to deliver in Somali and Maay.
	1. The proposed trainers, must at a minimum have the experience of at least *three (3) years* in **one of the below** vocation: *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair,* and at least *two (2) years* in training, instructing, teaching, or mentoring youth, including *vulnerable youth,* with the chosen vocation; and must speak *Somali and/or Maay*
8. **Technical Evaluation**

Applications from service providers will be graded by the following technical requirements. Failure to specify the expertise and experience will result in low score of the bidder in the tender evaluation process. The technical evaluation assesses the technical capacity of the Bidder on the basis of submitted technical documents. If a Bidder gains less than 70 points out of 100, it will not be taken into consideration for the financial evaluation.

### Section III – Technical Proposal

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

*[Location, Date]*

To: *[Name of IOM Representative]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for the *Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**TPF – 2: Service Providers/ Organization Background**

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

*[Please note, the below supporting documents must be submitted (Section II – minimum requirement)*

1. ***Legal registration****: The organization must be legally registered and must have been in active operation in the last three years: the interested bidders should be registered with the relevant bodies at the federal and state administration level. Bidders should submit valid permits issued by the administrations where the program operates, including South West and Jubaland.*
2. ***Proof of successful completion*** *of preferably more than 3 projects since 2018 on behalf of Government, UN or INGOs that include provision of Technical and Vocational Education and Training. Must submit the relevant service contract completed in the last two years (2018 to present).*
3. ***Expertise in providing Training on Trainers on some, if not all of the below areas in Somalia:*** *Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair demonstrated by service contract, and/or letters of recommendation from the clients.*

**TPF – 2: Sample Training on Trainer outline/plan on selected TVET themes**

1. ***Submission of*** *one (1) Sample Training on Trainers outline/plan on 1 of the below areas: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair*
2. ***The Sample will be graded based on the grading criteria***

**TPF – 3: ToT report from previous project**

1. ***Submission of*** *one (1) final report from previous projects providing Technical and Vocational Education and Training. Photos, diagrams, M&E data that show impact of previous ToTs are strongly recommended.*
2. ***The report will be graded based on the grading criteria***

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

*The proposed staff must meet the minimum criteria described in Section I & II, and must correspond to the budgeted staff number/positon in Section III*

|  |
| --- |
| **1. Management and Support Staff** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |
| --- |
| **2. Trainers** |
| Name | Position | Task |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**TPF – 5: Sample Format of Curriculum Vitae (CV) for Proposed Trainer**

***At least Three CVs*** *of the organization’s proposed Trainers who will be training the teachers on some or all of the below Technical and Vocational Education and Training areas, Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair, with the ability to deliver in Somali and/or Maay.*

*The proposed trainers, must at a minimum have the experience of at least three (3) years in* ***one of the below*** *vocation: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/ Plumbing, Tuk-tuk Repair, and at least two (2) years in training, instructing, teaching, or mentoring youth, including vulnerable youth, with the chosen vocation; and must speak Somali and/or Maay*

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

 Date:

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

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

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

**TPF-6: Activity (Work) Schedule**

*The work plan must correspond to the budget (section III) and cover all the deliverables outlined in section II*

|  |
| --- |
| **Deliverable** |
| **1.** Baseline assessment on the capacity of the TVET teachers to be trained. Field trips to Kismayo and Baidoa required.  |
| **2.** Design Training for Trainers plan/outline based on the assessed capacity of TVET teachers on **all of the below themes (5)**: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair |
| **3.** Deliver a series of Training on Trainers, on all of the above mentioned TVET areas respectively. The ToTs will take place in Mogadishu, Kismayo and Baidoa.  |
| **4.** Arrange a 1-day field trip with all teachers to a TVET training site/center in Mogadishu. |
| **5.** Tutor the trained Teachers for a minimum period of 1 month as the teachers delivering the courses; assist the teachers with development of respective teaching plans.  |
| **6.** Develop curriculums/road maps for six-months to a year **on all of the below themes (5):** Computer Literacy & Graphic Design, Electrical, Mobile Repair, Tuk Tuk Repair, Masonry/ Plumbing for low literacy rate in Somali Language  |
| **7.** End-line assessment on the capacity of the TVET trainers, review the procured TVET materials/supplies to identify gaps. |
| **8.** Organize a presentation to DDRR team and Government on what has been achieved out of the assignment. |

|  |
| --- |
| A. Field Investigation and Other Activities |
| No. | **Activity/****Deliverable** | ***Duration (weeks)*** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |
| --- |
| B. Completion and Submission of Key Deliverables in Writing |
| Document | Date |
| Baseline assessment tools |  |
| Training for Trainers plan/outline based on the assessed capacity of TVET teachers on **all of the below themes (5)**: Electrical Training, Computer Literacy/ Graphic design, Mobile Repair, Masonry/Plumbing, Tuk-tuk Repair |  |
| curriculums/road maps for six-months to a year **on all of the below themes (5):** Computer Literacy & Graphic Design, Electrical, Mobile Repair, Tuk Tuk Repair, Masonry/ Plumbing for low literacy rate in Somali Language |  |
| End-line assessment tools |  |
| Final Presentation |  |

**Section IV. Financial Proposal - Template**

#### FPF-1: Financial Proposal Submission Form

*[Location, Date]*

To: *[Name of IOM Representative]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Training for Trainers to Teachers on Technical and Vocational Education and Training in Kismayo and Baidoa* 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: Template

Estimate: 20 teachers to be trained by the trainers, in 2 locations (Kismayo, Baidoa)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit Cost** | **Unit** | **Month/Day/Trips** | **TOTAL** |
| Project Coordinator |   | 1 | 3 month |  $  |
| TOT Trainer on Electricity  |   |  1 | 3 month |  $  |
| TOT Trainer on Computer Literacy/Graphic Design |   |  1 | 3 month |  $  |
| TOT Trainer on Mobile Repair |   |  1 | 3 month |  $  |
| TOT Trainer on Tailoring |   |  1 | 3 month |  $  |
| TOT Trainer on Tuk-tuk repair |   |  1 | 3 month |  $  |
| Project assistant to support logistics and finance  |   | 1 | 3 month |  $  |
| Flights and transport (No. staff \* Number of round-trips per staff) |   | 6 | 2 |  $  |
| DSA in field location (minimum of 30 days per trainer \* No. of staff) |   | 6 | 30 days |  $  |
| Rent of TOT venues (No. of TOT days \* venue fee inclusive of refreshments \* location) | venue fee inclusive of refreshments | 3 locations | No. of TOT days |  $  |
| 1 day field trip in Mogadishu (a lumpsum cost) |   |   |   |  $  |
| **TOTAL** |   |   |   |   |

 1 Indicate total costs to deliver all deliverables outlined in Section II, including staff, office and operation, all inclusive, net of local taxes, to be paid by IOM in USD.

Authorized Signature:

Name and Title of Signatory

**Section V – Pro-forma Contract**

 GPSU.SF.19.20

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

**SERVICE AGREEMENT**

**Between**

**the International Organization for Migration**

**And**

***[Name of the 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. 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.
	2. The following documents form an integral part of this Agreement: *[add or delete as required]*
		1. ***Annex A*** *- Bid/Quotation Form*
		2. ***Annex B*** *- Price Schedule*
		3. ***Annex C*** *- Delivery Schedule and Terms of Reference*
		4. ***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:

1. 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;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. 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;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
8. 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;
9. 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.
	1. The Service Provider further warrants that it shall:
10. 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.
11. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
12. 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.
13. Ensure that the SEA provisions are included in all subcontracts.
14. 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.

1. ***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*  |

1. This clause shall be included/revised as deemed necessary [↑](#footnote-ref-1)
2. For this purpose, the Mission may have the option to require short-listed Consultants a bid security. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)