

***BIDDING DOCUMENTS***  
**REQUEST FOR PROPOSALS**

**ESTABLISHMENT OF LONG-TERM  
AGREEMENT**  
*Provision of Medical Services*

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Prepared by



International Organization for Migration (IOM)  

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The UN Migration Agency

22 April 2021



International Organization for Migration (IOM)  
The UN Migration Agency

**REQUEST FOR PROPOSALS**  
**RFP Reference No.: 4200062668**

**Mission:** *Office in Spain*

**Title of Services:** *Establishment of long-term agreement for the provision of Medical Services at Las Canteras, Santa Cruz de Tenerife, Spain*



International Organization for Migration (IOM)  
The UN Migration Agency

## **Request for Proposals**

The International Organization for Migration (hereinafter called IOM) intends to hire Service Providers within the framework of IOM projects for which this Request for Proposals (RFP) is issued.

IOM now invites Medical Service Providers to provide a Technical and Financial Proposal for the “Establishment of long-term agreement for the provision of Medical Services”. More details on the services are provided in the attached Terms of Reference (TOR). The medical services will be provided at Service Provider’s premises at the island of Santa Cruz de Tenerife.

The evaluation and award of contract will be conducted on the proposals received. IOM reserves the right to select the overall most favorable solution in case the difference in points between proposals is not substantial.

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

The Proposals must be delivered by hand to IOM with office address at IOM office in San Cristobal de La Laguna, 10, Avenita Trinidad., 38204, Tenerife, Spain on or before 3<sup>rd</sup> May 2021, 12:00 local hrs, or through mail at [iomtenerifetenders@iom.int](mailto:iomtenerifetenders@iom.int). No late proposal shall be accepted.

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

IOM Tenerife  
Procurement Unit

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## **Section I - Instructions to Medical Service Providers**

### **1. Introduction**

- 1.1 This invitation is open to all eligible Service Providers to 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 Medical Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Medical Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference as specified in Item 4.3 of this Instruction.
- 1.3 The Service Providers' costs of preparing the proposal and of negotiating the agreement, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider 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 agreement award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the IP in obtaining licenses and permits needed to carry out the project and make available relevant project data and report (see Section IV. Terms of reference).

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

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution.
  - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation.

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract.

### 3. Conflict of Interest

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

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

### 4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers who have received the set of the bidding documents.
- 4.2. Service Providers 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 email address: [iomspainprocurement@iom.int](mailto:iomspainprocurement@iom.int) no later than 6 April 2021. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all interested Service Providers without identifying the source of the inquiry.

## 5. Preparation of the Proposal

- 5.1 A Service Provider's Proposal shall have two (2) components:
- a) The Technical Proposal, and
  - b) The Financial Proposal.

**The Service Provider must submit a different Proposal (Technical and Financial)**

- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in English. All reports prepared by the contracted Service Provider shall be in English. Documents requested to be submitted by the Service Provider in Vendor Information Sheet-VIS (TPF-0) can be either in Spanish or English.
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

## 6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider 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 may associate with the other consultants invited for this assignment or enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture the following mandatory documents and criteria must be submitted and met respectively.
    - a. Attach the power of attorney (signed by a notary) of the signatory (ies) of the Proposal authorizing signature of the bid on behalf of the joint venture;
    - b. Attach the agreement or the preliminary agreement among all partners of the joint venture (and which is legally binding on all partners);
    - c. All partners shall be jointly and severally liable for the execution of the Agreement in accordance with the agreement terms;
    - d. One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - e. the execution of the entire agreement, including payment, shall be done exclusively with the partner in charge.

The information listed in IOM Vendor Information Sheet – VIS (TPF-0) shall be provided for each partner of the joint venture. The figures for each of the partners of a joint venture shall be added together to determine the Joint Venture's compliance with the minimum qualifying criteria, if any. Failure to comply with this requirement will result in rejection of the joint venture's Proposal.

- b) Subcontracting any services described in the present tender is allowed only after the writing approval of the IOM.
  - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the Service Provider or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have the experience of at **least 3 (three) years**, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III) as well as Vendor Information Sheet – VIS (TPF-0).
- a) A brief description of the Service Provider’s Organization (TPF-2) and an outline of recent experience on assignments of a similar nature (TPF-3), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and Service Provider’s involvement.
  - b) A description of the approach, methodology and work plan for performing the assignment (TPF-4). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
  - c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-5).
  - d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-6) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last 5 (five) years.
  - e) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.
- 6.3 The technical proposal shall not include any financial information.

## 7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 2 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment in accordance with FPF-2. If appropriate, these costs should be broken down by activity. All activities described in the Technical proposal must be priced separately; activities in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or medical items.

- 7.3 According to Article 3 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies, IOM is exempted from all direct taxes and customs restrictions, duties, and charges. Furthermore, according to Article 23 of IOM Constitution, the Organization enjoys privileges and immunities such as VAT exemption that are necessary for the exercise of its functions and the fulfilment of its purposes.

In the event any governmental authority refuses to recognize the exemptions of IOM from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with IOM to determine a mutually acceptable procedure. The Contractor authorizes IOM to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with IOM before the payment thereof and IOM has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide IOM with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and IOM shall reimburse the Contractor for any such taxes, duties, or charges so authorized by IOM and paid by the Contractor under written protest.

- 7.4. Service Provider shall express the price of their proposal in EURO currency.
- 7.5 The Financial Proposal shall be valid for 60 (sixty) calendar days. During this period, the Service Provider is expected to keep available the professional staff for the assignment. 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 has the right not to extend the validity of the proposals.

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

- 8.1 Service Provider may only submit one proposal. If a Service Provider submits or participates with more than one proposal for each lot such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Provider 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 per lot of participation 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.

- 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 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 bidder 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. Documents Establishing Bidder's Eligibility and Qualification**

- 9.1 The Service Provider shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the agreement if its bid is accepted. The IOM Vendor Information Sheet (VIS) attached must be filled up for this purpose.
- 9.2 The documentary evidence of the Service Provider's eligibility to bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country.
- 9.3 The Service Providers should submit with their bids the IOM Vendor Information Sheet (VIS) together with the required documents in order to establish their eligibility.

## **10. Evaluation of Proposals**

- 10.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Provider 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 to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of agreement may result in the rejection of the Service Provider.

## **11. Technical Evaluation**

- 11.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in no more than fourteen (14) calendar days after the deadline for receipt of proposals. The BEAC reserves the right to request from the Service Provider a presentation of its proposal at IOM premises in a mutual agreed date and time.
- 11.2 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 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.

11.3 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%.

11.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
<b>(i) Relevant experience and facilities to perform the assignment</b>	
<i>a) Experience of the Service Provider relevant to the assignment</i>	<i>15</i>
<i>b) List of Facilities (Medical Centres, Offices etc.)</i>	<i>15</i>
<b>Total points for criterion (i):</b>	<b>30</b>
<b>(ii) Adequacy of the proposed methodology and staffing capacity and competence for the assignment in response to the TORs:</b>	
<i>a) Methodology and Work Plan</i>	<i>20</i>
<i>b) Organization and Staffing Composition</i>	<i>20</i>
<b>Total points for criterion (ii):</b>	<b>40</b>
<b>(iii) Relevant experience of proposed medical and non-medical staff:</b>	
<i>a) Key Qualifications, Languages, Experience relevant to the Assignment, Education, Certifications etc.</i>	<i>30</i>
<b>Total points for criterion (iii):</b>	<b>30</b>

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

11.5 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 Medical Service Providers and Terms of Reference (TOR).

## **12. Financial Evaluation**

12.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered nonresponsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

12.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Due to COVID-19 precaution measures, Financial proposals shall not be opened publicly.

12.3 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.

12.4 The BEAC will correct any computational errors. In case of a discrepancy between

a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

- 12.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

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

F1 - is the price of the lowest Financial Proposal, and

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

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.50; F = the weight given to the Financial Proposal = 0.50; T + F = 1)

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

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

### 13. Negotiations

- 13.1 The aim of the negotiation is to reach agreement on all points and sign a contract within seven (7) days. The negotiation will be held in IOM premises in La Laguna.
- 13.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR); b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications, number of personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the activities, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the agreement. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider.
- 13.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the agreement and will reflect the agreed technical modifications (if any) in the cost of the project. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 13.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate an agreement 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 may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

- 13.5 All agreement in the negotiation will then be incorporated in the description of activities and form part of the Contract.
- 13.6 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 Provider shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Provider until the negotiation is successfully completed.

#### **14. Award of Agreement**

- 14.1 The agreement shall be awarded through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 14.2 The Service Provider is expected to commence the assignment upon IOM's written request.

#### **15. Confidentiality**

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

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

**TPF-0: Vendor Information Sheet (VIS)**

Name of the Company \_\_\_\_\_

Address  Leased  Owned Area: \_\_\_\_\_sqm

House No \_\_\_\_\_  
 Street Name \_\_\_\_\_  
 Postal Code \_\_\_\_\_  
 City \_\_\_\_\_  
 Region \_\_\_\_\_  
 Country \_\_\_\_\_

## Contact Numbers/Address

Telephone Nos. \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Fax No. \_\_\_\_\_  
 E mail Address \_\_\_\_\_ Website: \_\_\_\_\_

Location of Plant/Warehouse  Leased  Owned Area: \_\_\_\_\_sqm

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Business Organization  Corporation  Partnership  Sole Proprietorship

Business License No.: \_\_\_\_\_ Place/Date Issued: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

No. of Personnel \_\_\_\_\_ Regular \_\_\_\_\_ Contractual/Casual \_\_\_\_\_

## Nature of Business/Trade

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____

Number of Years in business: \_\_\_\_\_

Complete Products &amp; Services

\_\_\_\_\_  
 \_\_\_\_\_

## Payment Details

Payment Method  Cash  Check  Bank Transfer  Others

Currency  Loc.Currency  USD  EUR  Others

Terms of Payment  30 days  15 days  7 days upon receipt of invoice

Advance Payment  Yes  No  % of the Total PO/Contract

## Bank Details:

Bank Name

Bldg and Street

City

Country

Postal Code

Country

Bank Account Name

Bank Account No.

Swift Code

Iban Number

**Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)**

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	FOR IOM USE ONLY	
		Submitted	Not Applicable
1	Company Profile (Brochure, Quick presentation etc.)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Written power of attorney of the signatory of the Bid or up to date Company's Articles of Representation (Government's Gazette, GEMI etc.)		
4	Certificate of Registration from relevant Spanish authorities.		
5	Operating authorization from host country's government department/ ministry (Medical Association).		
6	Valid Government Certificates/Clearances a. Tax Clearance Certificate b. Social Insurance Certificate c. Certificate of non-Bankruptcy  *Tax and Social Insurance Certificate shall be valid on the deadline for submission of bids. Certificate of non-Bankruptcy shall be issued within two months from the deadline for submission of bids.		
7	Reports on the financial standing of the Bidder, published financial reports or tax declarations (depending of the type/category of the company) for the past five years.		
8	Indicative list of contracts for relevant services for each of the last five years (indicate dates and whether completed or ongoing).		
9	Solemn Declaration in accordance with <b>ITB</b> Clause that Contractor is not under EU and UN sanction list.		
10	Solemn Declaration from the Bidder of its compliance with the existing labor laws and standards.		
11	Solemn Declaration that Non-performance of contract did not occur within the last five years prior to application for evaluation based on all information on fully settled disputes or litigation.		
12	List of all contracts entered over the last five (5) years. Please indicate, title, contracting authority, the amount, year of commencement and year of completion. Also provide proofs for contract completion, such as a certificate of completion and/or reference from the contracting authority or relevant similar proof.		
13	List of proposed medical equipment –instruments, machineries etc. (include brand, capacity and indication if the equipment is owned or leased by the Contractor)		

\* Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR IOM USE ONLY**

Purchasing Organization \_\_\_\_\_  
Account Group \_\_\_\_\_

Industry  001  002  003

where 001 - Transportation related to movement of migrants  
002 - Goods (e.g. supplies, materials, tools)  
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type  Global  Local

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

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*[Location, Date]*

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of project]* 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:

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**TPF – 2: Service Provider’s Organization**

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

### TPF – 3: Service Provider’s Experience

#### Relevant Activities Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Activities (in Current US\$):
Name of Associated Entities, If Any:		Nº of Months of Professional Staff Provided by Entities:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Activities Provided by Your Staff:		

Entity’s Name: \_\_\_\_\_

#### **TPF – 4: Description of the Methodology, Work Plan and Staffing for Performing the Assignment**

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[Technical approach, methodology and work plan are key components of the Technical proposal. The Service Provider is suggested to present the Technical Proposal using the following:

- a) Methodology and Work Plan
  - b) List of Facilities and
  - c) Organization and Staffing
- a) **Methodology and Work Plan.** *In this section the Service Provider should explain their understanding of the objectives of the assignment, approach to the activities, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Service Provider should highlight the problems being addressed and their importance and explain the technical approach that would be adopted to address them. The Service Provider should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.*
- b) **List of Facilities.** *In this section the Service Provider should propose the main facilities of the assignment, their location and capacity and required equipment for the activity.*
- c) **Organization and Staffing.** *In this section the Service Provider should propose the structure and composition of the team. Detailed number of personnel and list of specialties of each staff. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed staff. The Organization and Staffing should be consistent with the Team Composition and Task Assignments (TPF-5).*

### TPF – 5: Team Composition and Task Assignments

<b>Team Composition and Task Assignments</b>		
Name	Specialty/Position	Task

*(Add lines in above table if necessary)*

*\* With Due respect for gender and socio-cultural differences of the beneficiaries the Service Provider will ensure that at least one woman will be part of the Medical Staff if necessary.*



## **Section III. Financial Proposal - Standard Forms**

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

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*[Location, Date]*

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

I, representing *[insert name of company]* undertake, if my Bid is accepted, to provide the Services for the *[insert number of interested Lot (ex. Lot 1)]* in accordance with the FPF- 2: Summary of Costs/Price Schedule and Terms of Reference set out in the Bidding Document.

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 Medical Service Providers ,Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**FPF– 2: Summary of Costs/Price Schedule**

Item	Service	Unit	Cost (€)	Description
1	Medical Service	3		General Practitioner responsible of daily consultations, emergencies and injuries treatment. Will also indicate external tests and consultations.
2	Nurse	3		Provide nursing services, assisting the doctor, and taking care of some treatments and injuries. We could accept 2 nurses and 1 nursing assistant.
3	Psychologist	2		Psychosocial consulting. Preferable with experience in migration and traumatic situations. Will also be part of psychosocial activities when launched. Training by IOM specialists.
4	Translator	5		Three translators in Arabic and two translators for Wolof. Each translator will work with one medical or psychological team.
5	Administrative Assistant	2		For data recording and pre-consulting. Nursing assistant could be acceptable.
6	Biological waste elimination	service		Elimination of the biological residues (tallow containers) as needles blades etc. Filled containers removal and replacement with empty ones.
7	Health related community engagement	3		For IEC activities, health promotion and disease preventions. Will also be part of psychosocial activities when launched. Training by IOM specialists.
8	Emergency Assistance	service		Out of medical assistance official time. Only when instructed by IOM.
9	Neurologist	Examination		Only when instructed by IOM
10	Psychiatrist	Examination		Only when instructed by IOM
11	Cardiologist	Examination		Only when instructed by IOM
12	Pulmonologist	Examination		Only when instructed by IOM
13	Gynecologist	Examination		Only when instructed by IOM
14	Oncologist	Examination		Only when instructed by IOM
15	Physiotherapist	Examination		Only when instructed by IOM
16	Allergologist	Examination		Only when instructed by IOM
17	Endocrinologist	Examination		Only when instructed by IOM
18	Chiropodist	Examination		Only when instructed by IOM
19	Ophthalmologist	Examination		Only when instructed by IOM
20	Otorhinolaryngologist	Examination		Only when instructed by IOM
21	Dermatologist	Examination		Only when instructed by IOM
22	Urologist	Examination		Only when instructed by IOM
23	Traumatologist	Examination		Only when instructed by IOM
24	Hematologist	Examination		Only when instructed by IOM
25	Odontologist	Examination		Only when instructed by IOM
26	Rheumatologist	Examination		Only when instructed by IOM
27	COVID PCR	Test		Only when instructed by IOM
28	COVID Ag	Test		Only when instructed by IOM
29	HIV	Test		Only when instructed by IOM

30	Hepatitis ABCD	Test		Only when instructed by IOM
31	Blood count, VSG	Test		Only when instructed by IOM
32	Urine and sediment	Test		Only when instructed by IOM
33	Urine culture	Test		Only when instructed by IOM
34	Feces (blood and parasitology)	Test		Only when instructed by IOM
35	Feces culture	Test		Only when instructed by IOM
36	Microbiology general	Test		Only when instructed by IOM
37	Parasitology general	Test		Only when instructed by IOM
38	Toxicology	Test		Only when instructed by IOM
39	IST	Test		Only when instructed by IOM
40	Xray (simple)	Test		Only when instructed by IOM
41	Echography	Test		Only when instructed by IOM
42	ECG	Test		Only when instructed by IOM
43	Audiometry	Test		Only when instructed by IOM
44	Spirometry	Test		Only when instructed by IOM
45	TAC	Test		Only when instructed by IOM
46	Additional (other) laboratory	Test		Only when instructed by IOM
47	Medical Escort Services (same day round trip)	DAY		IOM will cover only the expenses of the Air tickets, all other expenses such as taxi, hotel, meals shall be covered by Service Provider.
	Medical Escort Services (with overnight stay)			

Authorized Signature:  
Name and Title of Signatory:

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

**a) Background**

1. Through this project, the International Organization for Migration in Spain (IOM) will provide basic medical services for the site of Las Canteras. The site has a capacity of hosting up to 1,600 beneficiaries.

2. IOM Spain is currently implementing the project assisting the Spanish authorities at Las Canteras Site.

**b) Duration:**

The duration of the agreement will be for one year with possibility of extension for another year.

**c) Objectives:**

The aim of the present tender is to hire a Service Provider for the provision of Medical Services to beneficiaries as indicated in the Scope of Services in the paragraph below. For the Purposes of this RFP the term “Medical Services” will be used as a reference to all types of services listed in the Scope of the Services of the present Terms of Reference.

The Medical Services will be provided throughout the contract term, signed by IOM and the Service Provider. The Service Provider will abide to all applicable laws, of Spain and the EU, of its profession to ensure reliable, free of fault results along with the necessary confidentiality.

**d) Scope of the Services:****Service Provider General Requirements:**

The Medical Services will be provided by doctors with the specialty of Internal Medicine or General Medicine and certified nurses. A relevant list with Medical Staff (doctors and nurses) and Supportive Staff should be stated in TPF – 5: Team Composition and Task Assignments.

The Service Provider shall have all the necessary equipment and laboratories to perform the services requested by IOM.

The Service Provider should expect to serve (indicative and not binding) up to 6,000 people throughout the course of the project implementation of various IOM projects.

Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national and European medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM’s inspection licenses and certificates which indicate that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables. All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider’s facilities shall, at all times, observe the international standards of sterile technique in all samples handled.

All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles. IOM shall share a master list to link the beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any beneficiary must not be used in any other communication between the Parties.

All staff of the Service Provider is expected to carry out his/her duties in accordance with the strictest moral and ethical standards and with due respect for gender and socio-cultural differences of the migrants.

The Service Provider will provide to IOM, Medical Services that fall under the below (3) three categories

1. Medical Examinations
2. Medical Escorts Services
3. Quality Control Personnel

### **Medical Examinations:**

IOM will inform the Service Provider via email about the reference number of beneficiaries that need to undertake a health assessment. The Service Provider will be expected to respond with an appointment plan within 24 hours. All appointments shall be completed within 72 hours from the date of response.

The Service Provider is expected to provide to IOM the following Services:

#### **1. Mandatory/Required Services to be provided to all Beneficiaries\***

Basic Medical Services will be provided to beneficiaries to the site of Las Canteras by appropriate staff. In the FPF-2 all requirements are described.

#### **2. Additional Services to be provided only upon the written request of IOM and for specific number of Beneficiaries**

Additional services will be provided upon IOM's approval only. These services are described in the FPF-2.

3. Ensure and verify the identity of beneficiary prior to the performance of the examination by the Service Provider's personnel. In case of doubt of identity switch, IOM must be notified immediately, and examination discontinued until further notice by IOM.
4. Interpretation of test results by qualified medical personnel using the official forms of the Service Provider and submitted as an Annex to proposal, unless otherwise instructed by IOM.
5. In case of a conclusive test result indicating existence of a pathological condition, IOM shall immediately be informed, and follow-up laboratory examinations shall be conducted the soonest possible. The beneficiary and the relevant laboratory or

- radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day;
6. Completion of the official forms and submission of completed forms to designated IOM staff within 48 hours, directly or via courier system as agreed by IOM. Under no circumstances will the results be handed over, or the Service Provider communicate directly to the beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard. The Service Provider will obtain the signature of the beneficiary in the Health Assessment Informed Consent Form (Annex D);
  7. Only radiological examination (X-ray) of acceptable standards will be accepted and paid for by IOM. The Service fee for non-acceptable radiological examinations will not be paid by IOM. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the beneficiary;
  8. The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results.

### **Provision of Medical Escorts:**

The Service Provider will provide health assistance to the migrants during all phases of their journey under IOM care, which would include medical escort, operational support, pre-departure health checks and general assistance such as seating, help with meals and attending to personal hygiene. The Medical Escort will either perform a same day round trip or with an overnight stay when it is unavoidable due to flight schedule limitations.

In details the Service Provider is expected to:

- Receive the migrant(s) at the Receiving Point in the Country of Departure; provide the migrant(s) with escort services throughout the journey, and handover the migrant(s) to the designated Receiving Party at the designated place in the Country of Destination (Spain).
- Reviews all files of migrants known to have significant medical conditions and communicates the findings with the IOM physician.
- Medical Escort in coordination with an IOM Physician (and/or the attending medical personnel) completes the airlines' Medical Information Form (MEDIF) form in case in-flight special services are required. MEDIF forms are usually submitted at least 2 weeks in advance for review/approval by the Airlines' medical staff.
- Medical Escort, in coordination with an IOM Physician ensures that special services (i.e. medications, oxygen, stretcher, others) needed are available; again, special equipment/facilities may require up to two weeks' notice to airlines.
- Responsible for bringing a medical escort kit, with additional medications and

medical equipment related to specific needs of the travelling migrants. The escort is expected to return the kit upon completion of tasks and maintain an accurate inventory of supplies used during travel and inform IOM at the base mission accordingly.

- The escort should introduce him/herself to cabin staff, advising that he/she will be available to assist in any way at all with migrants during travel particularly in case of large groups and when no other IOM operational escort staff is/are on board. It is important for medical escorts to understand that their responsibility might not be limited to the medical care of the escorted migrant but that it may be extended to general in-flight and on-the-ground support to passengers travelling under the auspices of IOM as circumstances allow.
- Ensures that the to-be-escorted individual and other IOM passengers are fit for travel and do not pose any health threat to other passengers on the aircraft.
- Reserves the right to cancel any persons from a flight after evaluating the clinical condition of the migrant in coordination with the IOM physician. The medical escort should immediately notify the IOM Migration Health Services Unit and the Operations staff of such events that may cause delays/alterations of the operation as planned.
- Attends to the escorted migrants' in-flight and disembarkation needs up to the final destination.
- Ensures of having obtained the emergency phone numbers/ addresses of IOM offices and/or operations staff at the port of entry/final destination for any required medical and operation assistance.
- In case there is no IOM operations staff assisting the medical escort, he/she should obtain the necessary address of hospitals/health centres at the destination/port of entry for any unforeseen event.
- Endorses the escorted migrant to his/her family, representative from the sponsoring volunteer agency, or the IOM Operations staff, or appropriate health care personnel at the final destination and obtain written evidence of the hand-over.
- Upon handover of the migrant(s) to the receiving party, obtains the signature from the receiving party to Migrant Handover Notification, provided by IOM, filled in and signed by the medical escort.
- Submits a completed Medical Escort Report Form and Migrant Handover Notification to the IOM Mission and the relevant MHS Unit involved within 2 days after the completion of tasks.
- Performs other duties as assigned

## **Section V. Template of Long Term Agreement**

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

**LONG TERM 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

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.

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)*

## 2. Services Supplied

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

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

- 2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

### 3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

### 4. Warranties

- 4.1 The Service Provider warrants that:
  - (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;

- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider further warrants that it shall:

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

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

## 5. Assignment and Subcontracting

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

## 6. Delays/Non-Performance

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

## 7. Independent Contractor

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

## 8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever

nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

## 9. Confidentiality

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

## 10. Intellectual Property

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

## 11. Notices

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

### **International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

### **[Full name of the Service Provider]**

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

[Service Provider's address]

Email: [Service Provider's email address]

## 12. Dispute resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

### **13. Use of IOM Name**

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

### **14. Status of IOM**

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

### **15. Guarantee and Indemnities**

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

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

## 16. Waiver

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

## 17. Termination

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

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

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

## 18. Severability

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

## 19. Entirety

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

**20. Special Provisions (Optional)**

*Due to the requirements of the Donor financing the Project, the 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]*

**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