



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

No 11 Haile Selassie Street, Asokoro, Abuja

**REQUEST FOR PROPOSAL (RFP)
 AND
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹**

To : _____
 Project: Enhancing IOM Security Systems in Nigeria Mission
 Ref. No.: PR_NG10_1229
 Date : 29.10.2019

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

Within the framework of office of staff security “Enhancing IOM Security Systems in Nigeria Mission (Abuja, Lagos, Benin, Yola, Borno, Gombe, Yobe and Benue Offices)

Please refer to table below.

| S/n | Item Description | Unit | Abuja |
|-----|--|-----------|-------|
| 1 | 24/7 Morning/Afternoon and Night Shift Security Guards for Abuja Offices | Personnel | 18 |
| 2 | 24/7 Morning/Afternoon and Night Shift Security Guards for Lagos Offices | Personnel | 13 |
| 3 | 24/7 Morning/Afternoon and Night Shift Security Guards for Edo Offices | Personnel | 7 |
| 4 | 24/7 Morning/Afternoon and Night Shift Security Guards for Yola Offices | Personnel | 5 |
| 5 | 24/7 Morning/Afternoon and Night Shift Security Guards for Borno offices | Personnel | 115 |

¹.

| | | | |
|---|--|-----------|---|
| 6 | 24/7 Morning/Afternoon and Night Shift Security Guards for Gombe offices | Personnel | 5 |
| 7 | 24/7 Morning/Afternoon and Night Shift Security Guards for Yobe offices | Personnel | 7 |
| 8 | 24/7 Morning/Afternoon and Night Shift Security Guards for Benue offices | Personnel | 5 |

All prices must exclude VAT (IOM is TAX Exempted Organization. Quote must be valid at least for One hundred and twenty days (120) days from the date of quotation. Delivery timelines and Payment terms should be clearly stated in the quotation.

Please ensure that all prices quoted on this RFP should be valid for a period of 1 year. The duration for the Long-term Agreement will be for 1 year with possible renewal.

This RFP contains the General Instruction to Suppliers (GIS) document which includes: instructions to suppliers, technical specifications and administrative requirements that bidders have to follow when preparing and submitting their quotation, in order to be compliant with IOM regulations.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process or to reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected supplier/s of the ground for IOM's action.

Very truly yours,
[Bid Evaluation and Award Committee](#)

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Services

The Service provider shall provide the security services, in accordance with industry standards, including but not limited to:

- a. Managing access control by visual inspection/search and checks before issuing passes into the premises for Visitors coming to IOM;
- b. Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector;
- c. Providing information and assistance to all organization visitors, guests and employees;
- d. Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on IOM property;
- e. Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on IOM's property. This shall include:
 - Assuring that all the appropriate alarms are sounded and building occupants alerted in the event of an emergency;
 - Assisting in evacuating all occupants from buildings and other properties;
- f. Providing for checks and/or patrols to monitor security, safety and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in security (e.g., the perimeter, windows, doors, etc.);
- g. Performing package and other security related inspections, as directed;
- h. Directing and controlling vehicular and pedestrian traffic, as directed;
- i. Receiving, issuing and accounting for keys and locks issued by the IOM, which include organizations facility, offices, gates and other controlled or restricted areas requiring key access;
- j. Monitoring the CCTV, recorders, intrusion alarms, fire alarms, security radio net, guard monitoring system and other security or safety equipment owned or controlled by the IOM;
- k. Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to IOM buildings and properties with the minimum force necessary;
- l. Reporting unsafe or hazardous conditions that require immediate corrective action by the building maintenance, landlord or other personnel;
- m. Preparing and maintaining incident reports for events identified in General, Post, Supervisory and Special Orders. Incident reports will be submitted by the guards to IOM security focal persons within 24 hours;
- n. Maintaining a 24-hour duty log of all security-related activities, violations or events;
- o. Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by IOM security focal person;
- p. Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly and accurately;
- q. Conducting after-hours security inspections for building security, fire and safety purposes;
- r. Providing security personnel at fixed posts with fully trained and qualified replacement personnel (relief in post) to allow for comfort, personal needs, stress,

meals or other situations requiring absences from posts;

- s. Assuring that General, Post, Supervisory and Special Orders and other documentation are maintained in good condition and kept updated as required;
- t. Ensuring compliance with local labour laws to ensure that no individual guard works more than the maximum allowable time in a 24 hour period and no more than the maximum allowable days without a break.
- u. Ensure that guards are provided rest and meal breaks in accordance with local regulations
- v. Working with the host Government police and other international organizations in furtherance of these duties as instructed by IOM; and/or
- w. Performing other duties as may be specified in this contract.

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, 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 suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

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

3. Conflict of Interest

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

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

4. Eligible Suppliers

Only suppliers that are determined to be qualified shall be considered for award. The supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the quotation documents.

Suppliers requiring any clarifications on the content of this document may notify IOM in writing at the following address or email.

Bids, Evaluation and Award Committee

11 Haile Selassie Street, Asokoro Abuja or

Send email to nmaina@iom.int copying procurementabuja@iom.int and Clearly Quoting the RFQ number on the subject line.

IOM will respond to any request for clarification received on or before 5PM on **28 October 2019**. Copies of the response including description of the clarification will be given to all suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the supplier in connection with this General Instruction is to be treated as strictly confidential. The supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations, at any time prior to award of contract, without thereby incurring any liability to the affected supplier/s or any obligation to inform the affected supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Price Schedule/ Quotation Form (Annex A)
- b.) Term of Reference (Annex B)
- c.) Vendor Information Sheet (Annex D)
- d.) Vendor Code of Conduct (Annex C)
- e.) Updated Vendors Profile (Annex E)
- f.) Proforma Contract ² or PO Standard Terms and Conditions (Annex F)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the quotation shall be English language and prices shall be quoted in **Naira** exclusive of VAT. (IOM, we are tax exempted)

Prices quoted by the supplier shall be fixed during supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

The quotation shall remain valid for a minimum period of **60 calendar days** after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The supplier shall furnish, as part of its quotation, documents establishing the Supplier's eligibility to submit quotation and its qualifications to perform the contract if its quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications *[include this clause only if relevant-usually for high value equipment]*.

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope. The supplier must seal the original and copy of the quotation documents as stated in item 9.1 (Quotation Documents) and shall be addressed to the **Bid, Evaluation and Award Committee (BEAC), International Organization for Migration, No.11 Haile Selassie Street, Asokoro Abuja.**

Quotation shall be submitted by hand or courier service to the above address on or before **5.00pm Wednesday 6th November 2019.** Late³ quotations will not be accepted.

11. Opening of Quotations.

At the indicated time and place, the opening of quotations shall be carried out by IOM in the presence of the suppliers/contractors who wish to attend. IOM reserve the right to conduct opening of quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) The quotation is not presented in accordance with this General Instruction;
- (b) The Quotation Form or any document which is part of the quotation document is not signed;
- (d) The supplier is currently under list of blacklisted suppliers;
- (e) The supplier offer imposes certain basic conditions unacceptable to IOM
- (f) The offered price is above the approved budget

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Contractor financial capacity to perform the contract
- (d) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the supplier does not accept the correction of the errors, its quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The supplier that has submitted the lowest evaluated price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected supplier through a Notice of Award. IOM shall also notify in writing, the other suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Location

The services should be delivered in all IOM offices/premises at Abuja, Lagos, Benin, Yola, Gombe, Bauchi, Borno and Edo State respectively

Delivery period shall be immediately upon signing of the Purchase Order or Contract.

18. Liquidated Damages

If the supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the supplier will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered⁴.

IOM may grant an advance payment equivalent to maximum of 15% *of* the Contract Amount upon submission of a claim and a Bank Guarantee for the equivalent amount valid until the goods are delivered and in the form provided in Annex E. The bank guarantee may be waived if the advanced amount is less than USD Ten Thousand Dollars (USD10, 000).

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

⁴ Insert conditions if progress payment is allowed

Price Schedule/Quotation Form

Annex A

| | | A | B | C | B+C | A(B+C) |
|-----|-------------------------|----------|-------------------------|----------------|----------------------|--------------------|
| S/N | Description | Quantity | Guard's Salary/Benefits | Management Fee | Unit Price Per Guard | Total Quoted Price |
| 1 | Location (Abuja) | | | | | |
| | Guards | 18 | | | | |
| | Senior Guard | 1 | | | | |
| 2 | Location (Lagos) | | | | | |
| | Guards | 13 | | | | |
| | Senior Guard | 1 | | | | |
| 3 | Location (Edo) | | | | | |
| | Guards | 7 | | | | |
| | Senior Guard | 1 | | | | |
| 4 | Location (Yola) | | | | | |
| | Guards | 7 | | | | |
| | Senior Guard | 1 | | | | |
| 5 | Location (Borno) | | | | | |
| | Guards | 115 | | | | |
| | Senior Guard | 1 | | | | |
| 6 | Location (Gombe) | | | | | |
| | Guards | 5 | | | | |
| | Senior Guard | 1 | | | | |
| 7 | Location (Yobe) | | | | | |
| | Guards | 5 | | | | |
| | Senior Guard | 1 | | | | |
| 8 | Location (Benue) | | | | | |
| | Guards | 5 | | | | |
| | Senior Guard | 1 | | | | |

Note:

1. Guards will be placed in different locations within the State as will be advised by IOM
2. **Minimum MONTHLY NET SALARY for Guards NGN60,000**
3. For each proposed position, indicate the details of the Costs. This should include but not limited to
 1. Gross salary
 2. Any other staff related cost, taxes, Fees, medicals and staff insurance.
 3. Management Fee/profit margin

Terms of Reference

Annex B

The service provider shall provide a twenty four hours seven days a week (24/7) security guards in all IOM Offices/Premises in Nigeria and

1. **ROUTINE CLIENT SPECIFIC INSTRUCTION:** The Service Provider shall ensure the following:
 - Guards report to the premises 15 minutes early to facilitate a full and proper handover.
 - Control pedestrians entering the compounds by ensuring that all visitors entering the premises are given clipped tags
 - Control and guard all vehicles parked within and outside the premises
 - Ensure that no items/equipment's leave the compound without proper documentation.
 - Report immediately any unusual occurrence or condition to the control room through the supervisor or otherwise before the outgoing guards are allowed to leave.
 - Accountability for any thefts, damages or misdemeanors that have occurred while on duty.
 - Perform any other related duties as requested by the Security Officer/Officer in Charge

2. **STANDARDS:** The Service Provider shall ensure the following:-
 - All guards portray the best image of themselves
 - All guards wear the full uniform and must clean boots at all times while on duty.
 - All guards wear clean uniform, maintained and well pressed.
 - Ensure that the guards wear identification badges at all times.
 - All guards must have sufficient literacy levels and able to communicate in the official national language. They must have undergone proper security training.

3. **KEYS:** The Service Provider shall ensure the following:
 - The safeguard of the keys issued to guards for safeguarding of the various entrances/exits such as main gates.

4. **COMMUNICATION:** The Service Provider shall ensure that guards must have radio communication and/or mobile phone communication with their head office at all times for proper communication in case of emergencies.

The information in this Terms of Reference (TOR) describes the objectives and requirements of IOM, seeking a credible security company to provide general security guard services for IOM facilities in various locations in Nigeria. The Terms of Reference shall become an integral part of any contract subscribed between IOM and the service provider (**Unarmed Private Security Services**).

- a. The chosen company will be required to recruit, train and manage a guard force consisting of unarmed supervisory and subordinate security personnel

at IOM facilities in Nigeria.

- b. The service provider shall provide the security personnel for the designated posts and patrols described in this document. Unanticipated changes may occur in the numbers and locations of sites and the guard posts may change accordingly.
- c. **Perimeter Security:** Events in the area of the facility require a number of additional security personnel to ensure that there are no impediments to entering or exiting the facility by performing regular patrols.
- d. **Access Control:** Access control is provided by an automated system operated by proximity card readers. Visitors are required to have their identities and reasons for the visit confirmed prior to gaining access to the premises. Visitors shall be issued with a visitor pass and escorted into the premises.
- e. The service provider shall provide all the necessary personnel, supplies, equipment and accessories needed to perform the services required in this contract. The service provider must comply with all applicable requirements established by the Government of Nigeria. The service provider shall comply with and enforce all orders, policies and/or procedures issued by the IOM.
- f. Any security related incident needs to be reported immediately to the relevant IOM security focal point whose name shall be communicated to the Service Provider by IOM. In case of emergencies (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall first attend to the emergency, ensure maintenance of proof and evidence of crime, and shall immediately notify the IOM Field Security Officer, Local Fire Department, and the Local Police Department of the incident;
- g. Always establish coordination with, and receive work-related instructions from the IOM security focal point, shall accommodate the instructions given, and shall inform the IOM security focal point of any issues that may arise that are beyond their capacity or authority to resolve;
- h. Get acquainted with the IOM staff working at the Premises immediately and other people shall be regarded as customers and visitors;
- i. Act professionally and in a formal and respectful way with the staff, customers and visitors;
- j. Wear appropriate identification badges;
- k. Regularly monitor the movements in and around the building, maintain general security, be responsible for all the IOM properties/assets within the offices, and be prepared for emergencies at any time;
- l. The guards and supervisors shall report to their assigned posts at least 30 (thirty) minutes prior to the start of their shift for security briefing by their shift

supervisor. They shall remain at their designated post at all times until they are replaced by the next shift. Should it be necessary for any guard to leave his post for a valid reason, which shall be for no more than 10 minutes, he shall not vacate his post without another guard to temporarily assume his duties. Any guard or supervisor who is absent from his post for no valid reason and without a replacement, is caught sleeping at his post, is negligent in his duties, or performs his duties with a standard of vigilance less than that required by his duties, or reports for duty under the influence of alcohol or narcotic substances, shall be reported to the Service Provider for immediate replacement.

- m) Conduct appropriate, regular training (including refresher trainings) of the security guards to be assigned to IOM which enables them to effectively perform their duties and proficiently handle their equipment. Such training shall include, but shall not be limited to, their specific tasks and duties, the security requirements of IOM, the security situation in the area, standard operating procedures, particularly when there is a security incident involving IOM property or staff, and IOM's Data Protection Principles. The guards shall be properly licensed, in accordance with local law, to perform security services. The Service Provider shall conduct thorough background checks on the guards and their supervisors prior to assigning them to IOM to ensure that they have no history of criminal activity;
- n) Provide health insurance scheme for the security guards;
- o) Prepare a list of security guards to be assigned to IOM and submit the same to IOM, showing the age of every security guard and certificate of last class attended prior to their deployment;
- p) Employs a separate reserve pool of equally competent staff members to relieve security guards who are either on sick or vacation leave, withdrawn by the Service Provider from the list of assigned guard personnel, or separated from service. IOM may, at any time, request in writing for the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this Agreement. The Service Provider shall, at its own cost and expense, immediately withdraw or replace such personnel forthwith without contest. A request by IOM for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Agreement;
- q) Assign to IOM security guards who can communicate effectively in English
- r) Issue to each security guard the following equipment:
 - 2 (two) uniforms per year (incl. immediate replacement of damaged uniforms) trouser, shirts, belt, boot, cap and name tag that is visible to read fixed to the uniform shirt
 - 1 (one) Whistle
 - 1 (one) Walkie talkie
 - 1 (one) baton
 - 1 (one) torch for night guard shift
- s) Maintain a proper organizational structure and exercise thorough supervision;
- t) Maintain an established procedure for disciplinary measures;



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FPU.SF-
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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 |
| <input type="checkbox"/> Hardware 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 & 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 |
|------|----------------|----------------|
| | | |
| | | |
| | | |
| | | |

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

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 (including the names of owners, key officers, technical personnel) | | |
| 2 | Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any. | | |
| 3 | Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry | | |
| 4 | Valid Government Permits/Licenses | | |
| 5 | Audited Financial Statements for the last 3 years* | | |
| 6 | Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details) | | |
| 7 | Catalogues/Brochures | | |
| 8 | List of Plants/Warehouse/Service Facilities | | |
| 9 | List of Offices/Distribution Centers/Service Centers | | |
| 10 | Quality and Safety Standard Document / ISO 9001 | | |
| 11 | List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) * | | |
| 12 | Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation | | |
| 13 | For Construction Projects: List of machines & equipment (include brand, capacity and indication if the equipment are owned or leased by the Contractor) | | |

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. 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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Foreword

The following guidelines aim to provide clear summary of IOM's expectation from the vendors in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Moreover, with IOM's strict policy on transparency and accountability in all procurement transactions, this document aims to and urges all vendors to adhere to the highest ethical procurement standards.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of vendor's capabilities.**

Vendors are strongly urged to familiarize themselves with this Code of Conduct which will ensure successful working relations with IOM.

IOM Nigeria Policy on Corruption and Position on Conflict of Interest

IOM expects all contracted vendors and those companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Vendors or potential vendors must strictly comply with all laws and regulations on bribery, corruption and prohibited business practices.

IOM requires that vendors maintain and observe the highest ethical standards. Vendors or potential vendors:



IOM • OIM

Vendor Code of Conduct

Procurement & Logistics Department

IOM Nigeria

- Shall not, directly or indirectly, offer to any IOM officer or employee money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favor which qualifies as corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff member any gratuity for the benefit of/or at the direction or request of any officer or employee of IOM;
- Immediately inform the IOM Chief of Mission in the event that any employee or manager of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- Immediately declare if any of their staff and/or officers had or have any relative employed with IOM in Nigeria. Failure to make such declaration shall be construed as conflict of interest and might result in the exclusion of the vendor from present and future procurement processes and other legal action as deemed fit by the Organization.

Representation from Vendors

IOM expects all its vendors to honestly declare and warrant that:

- It will comply with all legislation, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other vendors or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The vendor possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

It is IOM's expectation that all vendors, their employees, sub-contractor or any other entity acting on behalf of them when dealing with IOM, comprehensively understand and adhere to the Code of Conduct at all times.



Vendor Code of Conduct

Procurement & Logistics Department
IOM Nigeria

Requirements for Vendors

All vendors are expected to adhere to the principles and policies prescribed in this Vendor Code of Conduct. In fulfilling these responsibilities, all vendors, their employees dealing with IOM, their sub- contractors and any other representatives dealing on their behalf with IOM must:

- Read and understand the Vendor Code of Conduct;
- Report possible violations of the Vendor Code of Conduct by informing the Head of the Procurement Unit or IOM's Chief of Mission of any situation causing the vendor to operate in violation of the Code of Conduct; and - Cooperate fully in any investigation.

IOM will do its utmost to deal only with vendors who themselves adopt and adhere to the Vendor Code of Conduct and/or any other policy or code of conduct that aims to promote similar principles as described in the Vendor Code of Conduct. In this respect, IOM will closely monitor the performance of its vendors and will take necessary action in cases where is in breach or is believed to be in breach with this Code of Conduct or any other contractual obligation.

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of vendors' compliance with this Code of Conduct, IOM expects vendors to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the vendor's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of vendor locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

To encourage self-policing of the Code of Conduct, IOM has established a secure communication channel to enable the vendors to raise their concerns confidentially and responsibly.



Vendor Code of Conduct

Procurement & Logistics Department
IOM Nigeria

If the vendor has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Concerned Individual (“Vendor”) is encouraged and should contact IOM IOM Global Procurement Supply Unit (GPSU) in Manila:

International Organization for Migration (IOM) – UN Migration Agency.

Global Procurement Supply Unit (GPSU) 24th and 28th Floors
Citibank Tower 8741 Paseo de Roxas Street 1226 Makati City,
Manila, Philippines Tel +632 2 230 1999 Fax: +632 2 848 1259 /
+63 2 848 1257

Email: gpsu@iom.int

IOM will not tolerate any retribution or retaliation by anyone against a concerned individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated STRICTLY CONFIDENTIAL AND SECURE.

Disciplinary Actions

Breaches of the Code of Conduct may result in actions being invoked against that vendor, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the vendor in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on vendor includes, but is not restricted to:

- Formal warnings – informing that the continued non-compliance will lead to more severe actions;
- Penalties;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse; and/or
- Preclusion from tendering or any other form of contracting for any work in the supply chain, for a specified period. These preclusion actions may be restricted to tender opportunities associated with IOM for lesser breaches, or in more severe cases, may be applied for IOM and all its subsidiaries and associate companies.



Vendor Code of Conduct

Procurement & Logistics Department
IOM Nigeria

Issued by

IOM Procurement Staff: _____

Location: _____

Signature: _____

Date: _____

Acknowledgment and Acceptance

This is to certify that I have fully read the Vendor Code of Conduct attached. Having fully read and understood the completed requirement of this Vendor Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Vendor: _____

Representative _____

Title _____

Address _____

Signature & Company Stamp _____

Date _____

Annex E

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

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

LEG-C.8. SECURITY SERVICE AGREEMENT (updated 27 July 2018)

Note: All Directors/CoMs/HoOs are responsible for personally ensuring that the instructions in IN/99 revised effective 1 September 2015 (Delegation of Authority for Concluding Contracts and Agreements) are followed, that the checklist (attached at the end of the template) is completed and signed by them if LEG approval is not required and insert in Article 21 any specific donor requirements which must be flown down to IOM's subcontractors.

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

Security Service Agreement
Between
The International Organization for Migration
And
[Name of the Other Party]
On
Provision of Security Services
At
[insert location(s)]

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with *Security Services* at [location] 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]

Annex I: Price Schedule/Quotation Form
 Annex II: Terms of Reference
 Annex III: Vendor Information Sheet
 Annex IV: Vendor Code of Conduct
 Annex V: Curriculum Vitae
 Annex VI: Draft Purchase Order

2. Parties

The Parties to this Agreement are the **International Organization for Migration**, an organization part of the United Nations System, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as IOM, and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the Service Provider.

3. Services Supplied

For the provision of Security Services (the “Services”), the Service Provider shall:

[Add/delete applicable Services as outlined below. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a more detailed description of the Services as an Annex. In that case, please ensure to include reference to Annex in Art. 1.2 and label accordingly]

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

3.2 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.

4. Charges and Payments

4.1 The all-inclusive *[monthly/yearly]* Service fee for the Services under this Agreement shall be *USD [amount in numbers] ([amount in words])*, which is the total charge to the IOM.

4.2 The Service Provider shall invoice IOM *[monthly/bimonthly/...]* upon completion of all the Services during the relevant period. The invoice shall include: *[services provided in relevant period, daily rate per guard / supervisor, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*

4.3 Payments shall become due *[insert number of days]* days after IOM’s receipt and approval of the invoice. Payment shall be made in *[Currency]* by *[bank transfer]* to the following bank account: *[insert the Service Provider’s bank account details]*.

4.4 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.

4.5 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.

5. Warranties

5.1 The Service Provider warrants that:

- a. It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- b. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- c. In all circumstances it shall act in the best interests of IOM;
- d. No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- e. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- f. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h. The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- j. It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- k. It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response.
- l. The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

5.2 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 favors 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.

6. Audit

6.1 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.

6.2 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.

7. Independent Contractor

7.1 The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

8. Dispute Resolution

8.1 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.

8.2 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.

8.3 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.

8.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

9. Delays/Non-Performance

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.

9.1 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.

10. Confidentiality

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

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

11. Notices

11.1 Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to 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. Use of IOM Name

12.1 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.

13. Intellectual Property

13.1 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.

14. Guarantee and Indemnities

14.1 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.

14.2 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.

14.3 The Service Provider shall assume full responsibility and hereby agrees and binds to indemnify IOM for any loss, damage, destruction and injury that may be incurred by IOM within the premises being secured, which are attributable to theft, pilferage, robbery other unlawful or illegal acts, or to the acts or omissions of the assigned guards, supervisors, as well as other employees, officers or agents of the Service Provider. However, the Service Provider shall not be liable to IOM where such loss or damage is due to force majeure, such as civil disorder, military action, natural disaster or other circumstances which are beyond the control of the Service Provider, or in any of the following cases:

14.4 Where such loss occurred inside a closed or locked warehouse, office or building to which the security guards/supervisors have no access and there is no sign of forced entry; Where the loss or damage was the result of robbery committed by an armed group, mob violence, tumultuous affray, acts of dissidence, war, insurrection, revolution, rebellion, violent uprising, demonstration/rally, or during a calamity/typhoon: (ii) no part of the loss or damage is attributable to the acts or negligence of employees, officers, or agents of the Service Provider; (iii) the acts or negligence of the employees, officers or agents of the Service Provider did not contribute to or aggravate the loss or damage; and (iv) the loss or damage could not have been reasonably prevented by the Service Provider; Where such loss is of pocketable items, such as, but not limited to, jewellery or cash, except where there is evidence that such acts are attributable to the acts or negligence of employees, officers, or agents of the Service Provider, or such acts or negligence were contributing factors to the loss.

Status of IOM

15. Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization

16. Assignment and Subcontracting

16.1 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.

16.2 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.

17. Waiver

17.1 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.

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

19.1 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. Termination

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

20.2 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 days from the date of termination.

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

24. Special Provisions (Optional)

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

24.2 [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]

25. Final clauses

25.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 20.

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

Signed in two copies in English, on (date) at (place)

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