

REQUEST FOR PROPOSALS

GRANT FOR Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in Afghanistan

Prepared by



International Organization for Migration (IOM)
The UN Migration Agency

Street 4, House 27, Ansari Square, Shahr-E-Naw

November 2020

REQUEST FOR PROPOSALS RFP No: AF20-2598

The Global Action Against Trafficking and Smuggling is joint project by UNODC and IOM



This project is funded by the European Union

Mission: Kabul, Afghanistan

Project Name: Global Action Against Trafficking and Smuggling in Afghanistan
(GLO.ACT - Afghanistan)

WBS: PX.0158.AF10.D3.17.001

Title of Grant:

**Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in
Afghanistan**

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) Afghanistan intends to contract an **Implementing Partner for Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in Afghanistan** for which this request for proposals (RFP) is issued.

IOM now invites potential Implementing Partner to provide Technical and Financial Proposals for the following Activities: **Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in Afghanistan**. More details on the activities are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

- Section I. Instructions to Implementing Partner
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered by hand to IOM office address at **Street 4, House 27, Ansari Square, Shahr-E-Naw, Afghanistan**. By December 20, 2020 before 02:00 PM. No late proposal shall be accepted.

Applicants may direct any queries to the following email address: (iomkabulprocurement@iom.int) not later than by December 16 2020, quoting RFP number [AF20-2598](#) in the email subject line, IOM will respond to the queries without identifying the source of inquiry. No late queries will be responded.

There will be a pre-proposal meeting on December 13, 2020 at 10:00 am, where all details of the project will be discussed with interested bidders. In order to be registered for pre-proposal meeting, kindly send us your representative name and national ID Tazkira number through above email address by December 9, 2020 before 10:00 am.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected Implementing Partner.

IOM Kabul
Procurement unit

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

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Section I - Instructions to Implementing Partner

1. Introduction

- 1.1** Only eligible Implementing Partner may submit a Technical Proposal and Financial Proposal for the activities required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Implementing Partner.
- 1.2** Implementing Partner should familiarize itself with local conditions and take them into account in preparing the proposal. Implementing Partner is encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 5 of this Instruction.
- 1.3** The Implementing Partner's costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4** Implementing Partner shall not be hired for any assignment that would be in conflict with its prior or current obligations to other procuring entities, or that may place it in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5** IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Implementing Partner.
- 1.6** Implementing Partner should be registered with the relevant government authorities in Afghanistan to provide the necessary activities as per requirement of the target beneficiaries.

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1** IOM Policy requires that all IOM Staff, Implementing Partners, 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 Implementing Partners 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 Implementing Partners 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 Implementing Partner found to have conflicting interests shall be disqualified to participate in the procurement at hand. The Implementing Partner may be considered to have conflicting interest under any of the circumstances set forth below:

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

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 (or annexes

thereto). Any amendment made will be made available to all short-listed Implementing Partners who have acknowledged the Letter of Invitation.

- 4.2** Implementing Partner may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least by November 15 2020 which is (5) calendar days before the set deadline for the submission and receipt of Proposal. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 The Implementing Partner Proposal shall have two (2) components:

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

5.2 The Proposal, and all related correspondence exchanged by the Implementing Partner and IOM, shall be in English. All reports prepared by the contracted Implementing Partner shall be in English.

5.3 The Implementing Partner is 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, Implementing Partner must give particular attention to the following:

- a) For assignment of the staff, the proposal shall be based on the number of technical/managerial staff-months estimated by the organization, no alternative technical/managerial staff shall be proposed.
- c) It is desirable that the majority of the key technical/managerial staff proposed are permanent employees of the organization or have an extended and stable working relationship with it.
- d) Proposed technical/managerial staff must have, at a minimum, three years of relevant experience, 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 7 (Section III).
- a) A brief description of the Implementing Partner's and an outline of recent experience on assignments of a similar nature (TPF-2). For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) A description of the following: i) the Implementing Partner's existing access to the target beneficiaries of the project activities, as described in the TOR, and any proposed methods for increasing or improving that access to meet the requirements of this Request for Proposals, if necessary; ii) the number and types of beneficiaries (including an estimated breakdown of sex and age) assisted by the Implementing Partner currently or within the past three years and the means by which the applicant identified beneficiaries or had beneficiaries referred to them; iii) a description of the types of activities currently offered to beneficiaries by the Implementing Partner, or provided to beneficiaries within the past three years, and any proposed methods for increasing or improving the activities provided in order to meet the requirements of this Request for Proposals, as described in the TOR, if necessary; iv) a summary of the Implementing Partner's understanding of the requirements and objectives of this Request for Proposals and how they propose to fulfil those requirements and meet those objectives; v) the facilities and equipment to be used by the applicants to undertake all activities necessary to fulfil the requirements and meet the objectives of this agreement. and, vii) a list of activities to be undertaken to fulfil the requirements and meet the objectives of this agreement. (TPF-3). TPF-3 is to be a maximum of ten pages in length, inclusive of any text, tables, charts, pictures, or diagrams presented.
 - 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-4).
 - d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last three (3) years.
 - e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
 - f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).

- g) 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, Implementing Partner is expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-3) (ii) reimbursable expenses (FPF-4). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be budgeted separately; activities and items in the Technical Proposal but not budgeted shall be assumed to be included in the budget of other activities or items.
- 7.3 The Implementing Partner shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Implementing Partner in connection with this Agreement. Therefore, the sum provided in the Financial Proposal must present an all-inclusive amount.
- 7.4 Implementing Partner shall express the project budget for its activities in USD.
- 7.5 The Financial Proposal shall be valid for 60 days. During this period, the Implementing Partner is expected to keep available the professional staff for the assignment¹. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Implementing Partner has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Implementing Partner should only submit one proposal. If an Implementing Partner submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors

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

made by the Implementing Partner itself. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

- 8.3 The Implementing Partner shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Implementing Partner.
- 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 Implementing Partner 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 Implementing Partner unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the **Bids opening Committee**. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. IOM has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposal has been submitted to the IOM and during the evaluation period, Implementing Partner that has submitted its Proposal is prohibited from making any kind of communication with any of IOM Procurement staff of Technical working group. Any effort by the Implementing Partner to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Implementing Partner's Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than forty-five (45) calendar days after the deadline for receipt of proposals.
- 10.2 IOM Technical working group shall evaluate the Proposal based on their responsiveness to the Terms of Reference, compliance to the requirements of the

RFP and by applying an evaluation criterion, sub criteria and point system². Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

- 10.3** A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 70%.
- 10.4** The technical proposal of the Implementing Partner shall be evaluated based on the following criteria and sub-criteria:

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

Criteria	Points	Sub-criteria 1*		Sub-criteria 2**		Total
		<i>Weight and total points</i>		<i>Weight and total points</i>		
1: Specific experience of the Implementing Partner relevant to the assignment	10	40%	4	60%	6	
Total points for criterion I	10					
2: Adequacy of the proposed methodology and work plan in response to the TOR						
Technical approach	20	40%	8	60%	12	
Work plan	15	40%	6	60%	9	
Organization and staffing	15	40%	6	60%	9	
Total points for criterion II	50					
3: Key technical/managerial staff qualifications and competence for the assignment						
Team Leader	10	40%	4	40%	6	
Adequacy of the team's qualifications for the assignment	10	40%	4	40%	6	
Team's experience in local context	10	40%	4	40%	6	
Team's previous experience with beneficiary population	10	40%	4	40%	6	
Total points for criterion II	40					
TOTAL POINTS	100					

* general qualifications

**adequacy for the assignment

The minimum technical score required to pass is: **70 points**

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

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

11. Financial Evaluation

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

11.2 IOM shall simultaneously notify those that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. IOM has the option to open the Financial proposals publicly or not.

11.3 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

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

11.5 The Financial Proposals of those 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 weights³ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

12. Negotiations

- 12.1** The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is **January 03, 2021**.
- 12.2** Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Activities; b) Discussion and finalization of the methodology and work program proposed by the Implementing Partner; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the activities, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Implementing Partner; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Implementing Partner.
- 12.3** The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the activities. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4** Having selected the Implementing Partner on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the staff named in the proposal. Before contract negotiations, IOM shall require assurances that the support staff 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 Implementing Partner may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

³ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 12.5** All agreement in the negotiation will then be incorporated in the description of activities and form part of the Contract.
- 12.6** The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Implementing Partner shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Implementing Partner to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Implementing Partner until the negotiation is successfully completed.
- 12.7** IOM reserves the right to make adjustments in the Contract provisions and/or require additional annexes thereto at any point prior to contract signing, which adjustments shall be communicated to the Implementing Partner.

13. Award of Contract

- 13.1** The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Implementing Partner with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify others on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those who did not pass the technical evaluation.
- 13.2** The Implementing Partner is expected to commence the assignment on **January 20, 2021**.

14. Confidentiality

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

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: Name
Title
GLO.ACT - Afghanistan
International Organization for Migration
Afghanistan

Dear XXXX,

We, the undersigned, offer to implement activities for: **Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in Afghanistan** in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

TPF – 2: Implementing Partner

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

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[Provide the following requested information in not more than 10 pages, including all text, tables, charts, pictures, or diagrams presented.]

- i. Description of your organization’s existing access to the target beneficiaries of this project as described in the TOR, and any methods for increasing or improving your access to meet the requirements of this Request for Proposals, if necessary.
- ii. Description of the number and types of beneficiaries currently assisted by your organization, currently and within the last three years. Include an estimated breakdown of beneficiaries’ sex and age. Include a description of how your organization identified beneficiaries or had beneficiaries referred to you.
- iii. Description of the types of activities you currently provide to beneficiaries, or have provided to beneficiaries within the past three years. Include any proposed methods for increasing or improving the activities you provide in order to meet the requirements of this Request for Proposals, as described in the TOR, if necessary.
- iv. Describe your understanding of the requirements and objectives of this project and how you propose to fulfil these requirements and meet these objectives.
- v. Describe the relevant facilities and equipment your organization has and how you intends to use them to undertake the activities necessary to fulfil the requirements and meet the objectives of this Request for Proposals.
- vi. Describe the activities to be undertaken by your organization in order to fulfil the requirements and meet the objectives of this Request for Proposals.

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task
<i>Instruction: add or delete rows as necessary</i>		

2. Support Staff		
Name	Position	Task
<i>Instruction: add or delete rows as necessary</i>		

Full name of staff member: _____

Full name of authorized representative: _____

TPF-6: Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1) _____
		<i>Instruction: add or delete rows as necessary</i>													
															Subtotal (2) _____
		<i>Instruction: add or delete rows as necessary</i>													
															Subtotal (3) _____
		<i>Instruction: add or delete rows as necessary</i>													
															Subtotal (4) _____
		<i>Instruction: add or delete rows as necessary</i>													
<i>Instruction: add or delete rows as necessary</i>															
		<i>Instruction: add or delete rows as necessary</i>													

Signature of Authorized Representative: _____

Full Name: _____

Title: _____

TPF-7: Activity (Work) Schedule

No.	Activity Description	Duration (months)											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
2													
3													
4													
5													
6													
7													
8													
9													
10	<i>Instruction: add or delete rows as necessary</i>												

B. Completion and Submission of Reports

Reports	Date
1. First Interim Progress Report	To Be Determined
2. Second Interim Progress Report	To Be Determined
3. Third Interim Progress Report	To Be Determined
4. Final Report	To Be Determined

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: Name
Title
GLO.ACT - Afghanistan
International Organization for Migration
Afghanistan

Dear XXXX,

We, the undersigned, offer to implement activities for: **Direct Assistance for Victims of Human Trafficking and Migrant Smuggling in Afghanistan** in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is inclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

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

We confirm that we have read, understood and accept the contents of the Instructions to Implementing Partner (ITC), Terms of Reference (TOR), the Draft Project Implementation Agreement, the provisions relating to the eligibility of Implementing Partner, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF- 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, inclusive of all taxes. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:
Name and Title of Signatory

FPF-3: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Implementing Partner for possible additional activities requested by IOM]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:
Name and Title of Signatory:

FPF-4: Breakdown of Reimbursable Expenses

Description ¹	Unit	Unit Cost in USD
Subsistence allowance for staff ²		
Transportation cost for staff ³		
Office communication costs ⁴		
Office supplies and materials ⁵		
Office equipment and instruments ⁶		
Office rent ⁷		
Office utilities ⁸		
Shelter rent ⁹		
Shelter utilities ¹⁰		
Shelter supplies ¹²		
Shelter furniture and equipment ¹³		
Beneficiary medical care ¹⁴		
Beneficiary legal assistance ¹⁵		
Beneficiary mental health care ¹⁶		
Beneficiary supplies and items ¹⁷		
Beneficiary in-country travel ¹⁸		
Beneficiary international travel ¹⁹		
Beneficiary travel stipend ²⁰		
Beneficiary documentation assistance ²¹		
Beneficiary (re)integration package ²²		
Operational travel costs ²³		
<i>Instruction: add or delete rows as necessary</i>		

- 1 Delete items that are not applicable or add other items according to Paragraph 7.2 of Section I-Instruction to Implementing Partner
- 2 Subsistence allowance for staff caters for out-of-pocket expenses associated with in-country travel. Allowable expenses are food and lodging.
- 3 Transportation costs for staff includes all international and in-country travel undertaken for purposes and activities associated with this project. Allowable expenses are air tickets, rental of taxis, and local transportation (e.g., local buses, motorcycle taxis, etc.).
- 4 Office communication costs are costs associated with telephone or internet usage by staff associated with the project.
- 5 Office supplies and materials are common office items (e.g., printer paper, printer toner, staplers and staples, etc.) used for administrative and managerial tasks associated with this project.
- 6 Office equipment and instruments are common office equipment and instruments (e.g., computers, laptops, mobile phones, calculators, fax machines, etc.) that are used for tasks and activities associated with this project.
- 7 Office rent is cost of renting office premises for the Implementing Partner.
- 8 Office utilities are utilities necessary for the operation of the office premises (e.g., electricity, water, security, etc.)

- 9 Shelter rent is costs paid by the Implementing Partner for the purposes of operating a safe shelter to provide accommodation to the beneficiaries of this project, as per the TOR.
- 10 Shelter utilities costs utilities necessary for operation of a safe shelter to provide accommodation to the beneficiaries of this project, as per the TOR (e.g., water, electricity, security).
- 11 Shelter supplies are supplies necessary for operation of a safe shelter to provide accommodation to the beneficiaries of this project, as per the TOR (e.g., food, dishes, bedding, towels, cleaning supplies, etc.).
- 12 Shelter furniture and equipment is furniture and equipment necessary for operation of a safe shelter provide accommodation to the beneficiaries of this project, as per the TOR (e. g., computer, stove, beds, etc.).
- 13 Beneficiary medical care is any costs associated with meeting the medical needs of a beneficiary.
- 14 Beneficiary legal assistance is any cost associated with meeting the legal assistance requirements of a beneficiary.
- 15 Beneficiary mental health care is any cost associated with meeting the mental health care needs of a beneficiary.
- 16 Beneficiary supplies and items are supplies and items necessary for the self-care and dignity of a beneficiary (e.g., clothing, sanitary supplies, and personal care items).
- 17 Beneficiary in-country travel is any cost associated with the beneficiary's in-country travel for the purposes of their individualized protection and assistance package (e.g., to and from education or technical training course, attending doctor's appointments, etc.), for the purposes of family visits, and/or for the purposes of in-country relocation.
- 18 Beneficiary international travel is any cost associated with the international return of a beneficiary.
- 19 Beneficiary travel stipend is any cash provided to a beneficiary meant to cover any out-of-pocket expenses arising during in-country or international travel.
- 20 Beneficiary document assistance is any cost associated with obtaining identification or travel documents required to implement the beneficiary's individualized assistance and protection package (e.g., obtaining identify documents, obtaining visa for travel, etc.).
- 21 Beneficiary (re)integration package is the cost of any good or service purchased or provided for the purposes of facilitating the beneficiary's successful and (re)integration (e.g., farming equipment, small business start-up costs, education fees, un-earmarked project, etc.).
- 22 Operational travel costs refers to any travel costs associated with the implementation of assistance and protection activities undertaken by Implementing Partner staff or associated Implementing Partners (e.g., taxi to pick up beneficiary from airport, taxi to accompany beneficiary to appointments, etc.).

Authorized Signature:

Name and Title of Signatory:

[Information provided in this Form should only be used to establish payments to the Implementing Partner for possible additional activities requested by IOM]

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Implementing Partner

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

a) Background:

The Global Action against Trafficking in Persons and the Smuggling of Migrants - Asia and the Middle East (GLO.ACT Asia and the Middle East) is a four-year, joint initiative by the European Union (EU) and the United Nations Office on Drugs and Crime (UNODC) being implemented in partnership with the International Organization for Migration (IOM) in five countries - Bangladesh, Pakistan, Iran, Iraq and Afghanistan.

GLO.ACT – Afghanistan project will offer support to develop and implement comprehensive national and regional counter-trafficking and counter-smuggling responses. Overall, the project will cover 5 Outcomes: 1. Strategy and policy development; 2. Legislative assistance; 3. Capacity building; 4. Regional and trans-regional cooperation and **5. Protection and assistance to victims of trafficking and smuggled migrants, including children.** While UNODC is leading on the first four Outcomes, IOM is the Implementing Partner and is leading on **Outcome 5** of the intervention.

To achieve Outcome 5, IOM will adopt a holistic approach whereby it will

- Bridge the gap between all relevant stakeholders to build a sustainable referral mechanism for protection and assistance to victims of human trafficking and migrant smuggling
- Provide direct assistance to victims in partnership with a Civil Society Organisation
- Build technical capacities of all project partners in key areas such as victim identification, referral, and provision of assistance

This call for proposals seeks to contract an Implementing Partner working in the area of provision of direct assistance and protection to victims of human trafficking and migrant smuggling, especially children. Under this agreement, IOM Afghanistan will establish an official partnership with the selected Implementing Partner to deliver on the direct assistance and protection component under Outcome 5.

b) Objectives and Scope of the Project:

The main objective of this project is to **provide direct assistance and protection to victims of human trafficking and migrant smuggling**, in particular children.

Activities should include but are not limited to shelter, medical care, legal aid, psychosocial support and social reintegration.

Indicative activities:

- **Establish, monitor and evaluate a screening mechanism** to identify needs of the target beneficiaries. The screening mechanism should be a combination of standard questionnaires, individual interviews and observations by trained staff;
- **Provide direct assistance** to the beneficiaries and/or refer them to activities. Based on the identified needs, the assistance should include, but is not limited to:

- Care and flexible accommodation options, including both safe shelter as well as independent or semi-independent arrangements for beneficiaries not requiring shelter-based care;
- Medical care;
- Psychosocial support;
- Essential advice on the victim's rights and facilitating them to claim access to remedies, including compensation or similar aid packages from national government;
- Technical and Vocational Education and Training for those in need;
- Assistance to obtain access to justice, legal advice and assistance including for victims to act as witnesses in court cases
- **Individualized case management** specific to provision of activities to each beneficiary corresponding to the needs identified, including a beneficiary feedback mechanism to continually improve aspects of assistance provided in each project quarter;
- **Follow-up mechanism** for project beneficiaries that would sustain beyond the duration of the project;
- **Referral to longer-term (re)integration assistance** activities for those in need to ensure sustainability of the project;
- Contribute to the strengthening of Afghanistan's National Referral Mechanism by participating in consultative meetings organized by IOM, highlighting challenges and presenting recommendations on identification and sustainable reintegration of victims of human trafficking and migrant smuggling.

Duration

The duration of the project should be **1 year (12 months)**.

Location

The project will target victims of human trafficking and migrant smuggling in Afghanistan regardless of where they are located within the country.

Beneficiaries

The beneficiaries of this project will be victims of human trafficking and migrant smuggling, including children. Each individual beneficiary must meet IOM's vulnerability criteria (the implementing partner will be trained on these criteria). All beneficiaries identified as vulnerable in line with IOM's vulnerability criteria will be eligible for assistance under this project, regardless of sex, age, ethnicity, nationality, or immigration status.

Fundamental principles

The Implementing Partner is expected to consider the following fundamental principles in designing the project proposal:

- Partnership/collaboration/cooperation with other stakeholders;
- Project design with the potential for replication;
- Sustainability of project activities;
- An approach that values diversity and considers the special needs of each beneficiary;

- Alignment with national and international laws on trafficking in persons and smuggling of migrants as well as other relevant laws.

Milestones

- The agreement will take place over a period of 12 months, with start date as soon as the Project Implementation Agreement is signed.
- Monthly reporting on the number, needs identified, activities provided and feedback from cases assisted (as per a template provided by IOM).
- Narrative and financial reports to be provided to IOM during the agreement period as per the template, timeline and conditions agreed upon in the Project Implementation Agreement.

Eligibility, Qualifications and Required Competencies:

- The Implementing Partner should be a non-profit organisation (CSOs including NGOs, CBOs) registered under the relevant Laws of Afghanistan.
- Is directly responsible for the preparation and management of the project, i.e. not acting as an intermediary.
- In operations for no less than seven (7) years and with at least five years of in-country experience in providing direct assistance/ activities to vulnerable and/or migrant populations in Afghanistan.
- Demonstrated capacity to provide good quality individualized case management activities in Afghanistan.
- Capacity to provide reintegration and follow up activities in Afghanistan.
- Existing access to vulnerable migrant populations in Afghanistan.

Eligibility of project costs

To be eligible under this Call for Proposals, costs must be directly verifiable and traceable to the activities being implemented. It is therefore in the Implementing Partner's interest to provide a **realistic and cost-effective budget**. Eligible direct costs should correspond to local market rates and may include:

- The cost of staff assigned to the project, corresponding to actual project staff salaries and other remuneration-related costs;
- The cost of consumables and supplies necessary for the implementation of project activities;
- In case the Implementing Partner has an official policy in this respect, maximum 7% indirect costs can be included in the budget, to cover indirect administrative support or management costs which cannot be directly linked to a specific activity with a degree of accuracy that would be required for direct cost allocation;

Section V – Pro-forma Contract

GPSU.SF.19.20

PROJECT IMPLEMENTATION AGREEMENT
Between
the International Organization for Migration
and
[Name of the Other Party]
on
[Subject of Agreement]

This Project Implementation Agreement is entered into by 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 “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction

This Agreement concerns project activities to be implemented by the Implementing Partner under the Project entitled “Global action to prevent and address trafficking in persons and the smuggling of migrants in Asia and the Middle East (GLO.ACT Asia and the Middle East)” (hereinafter “the **Project**”) financed under the European Union **Delegation Agreement** No. MIGR/2018/403-149 (hereinafter the “**EU Agreement**”).

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page).

2. Integral Documents

2.1 The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget;
- (c) **Annex C** – IOM’s Data Protection Principles.

3. Scope of the Agreement

This Agreement outlines the roles and responsibilities of the Parties in the activities under this Agreement (the “**Activities**”) which form part of the implementation of the Project described in the Project Document (**Annex A** to this Agreement), in accordance with the Budget outlined in **Annex B** to this Agreement. Both Annexes form an integral part hereof.

The Implementing Partner shall commence the Activities on [date] and fully and satisfactorily complete them by [date].

4. Responsibilities of IOM

IOM undertakes to:

- (a)
- (b)
- (c)

5. Responsibilities of [Name of the Other Party]

The Implementing Partner undertakes to implement the following Activities:

- (a) [List all the activities of the Implementing Party under this Project]
- (b)
- (c)

6. Finance

6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the Activities] (the “**Activities**”) from [start date of Activities] to [end date of Activities] in the maximum amount of [currency code] XXX (write amount in words) (the “**Contribution**”) in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.

6.2 Subject to IOM’s receipt of the related funds from the Donor, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:

- (a) The first instalment in the amount of [currency code] XXX (amount in words) shall become due after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
- (b) The second instalment in the amount of [currency code] XXX (amount in words) shall become due after IOM’s receipt and approval of the interim report as described in Article 7 including all certified copies of supporting evidence, IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following activities:
 - i. [list deliverables tied to this payment][If additional instalments are needed, please insert here]
- (c) The final instalment in the maximum amount of [currency code] XXX (amount in words), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be made upon completion of the Activities, subject to IOM’s receipt and approval of the final report as described in Article 7 including all certified copies of supporting evidence, IOM’s receipt of request for payment and IOM’s verification of successful completion of all Activities.
- (d) If at the end of the reporting period covered by an interim report, less than 70% of the last payment (and 100% of previous payments, if any) provided by IOM have

been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the further instalment shall be reduced by the amount corresponding to the difference between the 70% of the immediately pre-financing payment (and 100% of previous payments, if any), and the part of the previous pre-financing payments which has been reported as utilized, unless the Implementing Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.

(e) All payables under this agreement are due in EUR. [In case the payment is requested to be initiated by the partner in [USD]/[local currency], please add the following wording:] IOM will translate the EUR payable to [payment currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.

6.3 Payment shall be made by bank transfer in [name of currency] (currency code) to the following bank account:

[insert bank account details].

6.4 The Implementing Partner shall maintain in an accessible manner permitting checks: original financial records, supporting documents, statistical records and all other records relevant to the Activities in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. Such documentation shall include but not be limited to purchase orders, suppliers' invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers, procurement files documenting competitive and fair selection, detailed inventory lists, and any other relevant supporting documentation.

6.5 The Implementing Partner shall keep and make all records listed in Article 6.4 (including computerised data) available to IOM or IOM's designated representative or the competent bodies of the European Union, upon request, for a period of 7 (seven) years after the completion of the Activities or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM. To that end, the Implementing Partner shall also, upon request, grant access to sites and premises at which the Activities under this Agreement are carried out. Such information once provided to the competent bodies of the European Union, or any other authorised representatives, will be treated in accordance with EU confidentiality rules and legislation. Upon request, employees of the Implementing Partner shall be available for interview.

6.6 Failure to comply with the obligations set forth in Article 6.5 constitutes a breach of a substantial obligation under this Agreement.

6.7 Any excess funds received by the Implementing Partner under this Agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.

- 6.8 Funds related to expenses which are found to be ineligible (see Article 7.1.5) by the Donor or by IOM under this Agreement shall be returned to IOM no later than the date of submission of the final report or within 30 (thirty) days from IOM`s notification to do so.
- 6.9 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the Activities to which those payments relate or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

7. Reporting

7.1 Financial report

7.1.1 A certified interim financial report shall be submitted to IOM no later than [date (A)]. The interim financial report shall present how the contribution from IOM has been used from the start date of the Activities to [date].

[Alternative clause in case project duration exceeds 12 months or, due to donor reporting requirements, more than one interim report is required:]

7.1.1. Certified interim financial reports shall be submitted to IOM within 30 days from the below listed reporting date. The interim financial reports shall present how the contribution from IOM has been used from the start date of the Activities up to the reporting date.

Interim report	Reporting due date	Reporting period
1 st Interim Report	e.g. 30 June 201X	
2 nd Interim Report	e.g. 31 Dec 201X	
3 rd Interim Report	e.g. 30 June 201Y	

7.1.2 A certified final financial report shall be submitted to IOM no later than [date (B)] and shall cover the whole project duration.

7.1.3 Financial reports are to be prepared in USD. In case expenses are incurred in local currency, the financial reports shall specify the amounts in USD and local currency with the USD amounts being calculated using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) valid during the month when relevant expenditure was incurred.

7.1.4 Expenses included in the interim or final financial reports by the Implementing Partner are eligible direct costs if they meet the following minimum criteria:

- They are incurred in accordance with the provisions of this Agreement; and
- They are necessary for carrying out the Activities as described in Annex A of this Agreement; and
- They are foreseen in the estimated project budget as described in Annex B of this Agreement; and
- They are incurred during the implementation period of this Agreement and have been borne by the Implementing Partner; and

- (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (f) They are identifiable and verifiable, recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents as specified in Article 6.4.

7.1.5 Expenses are ineligible if:

- (a) They are paid or reimbursed to the Implementing Partner by another Donor or entity;
- (b) They represent contributions in kind;
- (c) They represent indirect costs;
- (d) They merely represent financial transfers between administrative units or locations of the Implementing Partner, for example as payment for services provided by one administrative unit of the Implementing Partner to another;
- (e) They are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;
- (f) They relate to goods or services that are delivered after the end date of the implementation period of this Agreement, irrespective of the timing when they were obligated;
- (g) Bonuses, provisions, reserves or non-remuneration related costs;
- (h) Value added tax ("VAT") unless the Implementing Partner can reasonably demonstrate to IOM that it is unable to recover VAT;
- (i) Full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Activities and ownership is transferred in accordance with Article 24.2 of this Agreement;
- (j) Debt and debt service charges;
- (k) Provision for losses, debts or potential future liabilities;
- (l) Foreign exchange loss;
- (m) They incur during the suspension of the implementation of the Agreement in accordance with Article 21.5 unless otherwise agreed with IOM prior to costs being incurred;
- (n) Fines or levies payable to the authorities;
- (o) Cost of purchase of land or building;
- (p) They are made in contravention of any of the terms of this Agreement;
- (q) They are not supported by the financial reports submitted by the Implementing Partner and by certified copies of supporting evidence.

7.1.6 In the event of failure to comply with Articles 7.1.4 and 7.1.5 or with the provisions of the present Agreement, the relevant costs shall not be covered by IOM. As part of the financial report verification and approval process, IOM shall receive certified copies of all documents supporting the expenses reported by the Implementing Partner.

7.2 Narrative report

Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Activities during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of

possible remedies. The final narrative report shall be submitted to IOM no later than [date (B)] and shall summarize the whole Activities and state to what extent the objectives of the Activities have been achieved.

- 7.3 The Implementing Partner shall give IOM all information on the Activities and on the use of the resources provided by IOM within 20 (twenty) days – or shorter, in as much as possible, if the Donor requested submission within a short period – from IOM’s reasoned request in addition to information contained in the reports, in order for IOM to comply in full with the EU Agreement and/or the Donor’s request under the EU Agreement. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Activities.

8. Warranties

- 8.1 The Implementing Partner warrants that:
- (a) It is an entity 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 Implementing Partner 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 Implementing Partner, 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 Contribution specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner 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 Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
 - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Implementing Partner becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
 - (j) 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 (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>) and the EU Restrictive Measures (www.sanctionsmap.eu) and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner 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 so associated with terrorism, it will inform IOM immediately who in consultation with the Donor as appropriate, shall determine an appropriate response. The Implementing Partner shall ensure that this obligation is included in all of its subcontracts.

8.2 The Implementing Partner 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 Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroy, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

8.3 The Implementing Partner 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.

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

9. Assignment/Subcontracting

- 9.1 The Implementing Partner 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 Implementing Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the activities may be assigned to a subcontractor. Notwithstanding the said written approval, the Implementing Partner 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 Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

10. [Reserved].

11. Delays/Non-Performance

- 11.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document (**Annex A**), it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 11.2 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*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

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

IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

12. Independent Contractor

The Implementing Partner, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all activities under this Agreement as an independent contractor and not as an employee or agent of IOM.

13. Confidentiality

13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner and its contractors who may have access to personal data, where applicable, shall comply with IOM's Data Protection Principles (Annex C) in the event that they collect, receive, use, transfer, store or otherwise process any personal data in the performance of this Agreement. In particular, the Implementing Partner will ensure appropriate protection of personal data. Personal data will be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

These obligations shall survive the expiration or termination of this Agreement.

13.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Implementing Partner 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 Implementing Partner 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.

- 13.3 IOM, in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066
 - Implementing Partner:

14. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Activities carried out by the Implementing Partner under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

15. 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 Implementing Partner]

Attn: [Name of the Implementing Partner's contact person]

[Implementing Partner's address]

Email: [Implementing Partner's email address]

16. Dispute resolution

- 16.1 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.
- 16.2 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.
- 16.3 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.

16.4 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.

17. Use of IOM and EU Name

17.1 The official logo and name of IOM and the European Union may only be used by the Implementing Partner in connection with the Activities and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM and the European Union to the Activities in any advertising or publicity connected with the Activities by way of disclaimer "*with funding by the European Union*" and by displaying the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Implementing Partner pertaining to the Activities, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "*This document was produced with the financial assistance of the European Union. The views expressed therein can in no way be taken to reflect the official opinion of the European Union*". Such acknowledgement must be approved by IOM in writing in advance. Such measures shall be carried out in accordance with the Communication and Visibility Manual of the EU⁴.

17.2 If during the implementation of the Activities, equipment, vehicles or major supplies are purchased using EU funds, the Implementing Partner shall display appropriate acknowledgments on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create confusion regarding the identification of the Activities as an activity of the Implementing Partner, nor the ownership of the equipment, vehicles or major supplies by the Implementing Partner.

17.3 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the EU may take in case of substantial breach of an obligation.

17.4 To the extent possible, visibility of donors at relevant project sites and within promotional publications and other communication activities will be ensured, provided that the activities do not endanger the lives and integrity of IOM or the Implementing Partner's staff or beneficiaries.

18. Status of IOM

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

⁴ *Communication and Visibility Manual for EU External Actions (January 2018)*, available at: https://ec.europa.eu/europeaid/sites/devco/files/communication-visibility-requirements-2018_en.pdf

19. Indemnity

- 19.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.
- 19.2 This indemnity shall survive the expiration or termination of this Agreement.

20. 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.

21. Termination

- 21.1 This Agreement may be terminated by [X (number in words) month's] written notice to the other Party or suspended by IOM. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.
- 21.2 In the event that the EU Agreement between IOM and the Donor is terminated prior to completion of obligations under this Agreement, IOM shall promptly notify the Implementing Partner, and this Agreement shall be terminated automatically on the same date the EU Agreement is terminated or on the day of effectiveness of IOM's termination notice, whichever occurs earlier.
- 21.3 In the event of termination, IOM will only pay costs expended or legally committed – provided the obligations cannot be reasonably terminated on legal grounds - in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.
- 21.4 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.5 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Contribution or costs incurred during the period of suspension of this Agreement.

22. 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.

23. 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.

24. EU Donor Requirements

24.1 The Implementing Partner, and its contractors, where applicable, shall comply with the following provisions:

- (a) The Implementing Partner shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.
- (b) The Implementing Partner shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interest. There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.

24.2 Within [XX] week(s) from the date of completion of the Activities of the Implementing Partner under this Agreement or the date of termination of the Agreement, if earlier, the Implementing Partner shall transfer all equipment, vehicles, supplies and other assets purchased by the Implementing Partner using the funds provided by IOM under this Agreement to IOM for the donation of assets by IOM to local authorities or beneficiaries, unless otherwise agreed.

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 21.

25.2 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
[Name of the Implementing Partner]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

