

REQUEST FOR PROPOSAL

GRANT FOR

Research on legal identity and identity management in Afghanistan

Prepared by



International Organization for Migration (IOM)
The UN Migration Agency

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

April 2021

REQUEST FOR PROPOSAL
RFP No: TBD

Request for Proposal

The International Organization for Migration (hereinafter called IOM) Afghanistan intends to contract a **Service Provider for conducting research on legal identity and identity management, including civil registration and vital statistics, in Afghanistan** for which this Request for Proposal (RFP) is issued.

IOM now invites potential Service Providers to provide a Technical and Financial Proposal for the following Activities: **Conduct a Research on legal identity and identity management, including civil registration and vital statistics, in Afghanistan.** More details on the activities are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

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

The Proposal must be delivered by hand to IOM Kabul office address at **Street 4, House 27, Ansari Square, Shahr-E-Naw, Afghanistan** by May 23, 2021, 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 May 19, 2021, quoting RFP number **TBD** 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-bid meeting on May 11, 2021 at 10:00 am, where all details of the project will be discussed with interested bidders. In order to be registered for the pre-bid meeting, kindly send us your representative name and national ID Tazkira number through above email address mentioning RFP number in the subject line of the email by May 10, 2021 before 10:00 am.

IOM reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposal at any time prior to contract award, without thereby incurring any liability to the affected Service Provider.

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.

Table of Contents

Section I - Instructions to Service Provider	4
Section II – Technical Proposal Standard Forms	14
Section III. Financial Proposal Standard Forms	22
Section IV. Terms of Reference	27
Section V – Pro-forma Contract.....	31

Section I - Instructions to Service Providers

1. Introduction

- 1.1** Only eligible Service Providers may submit a Technical 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 Service Provider.
- 1.2** Service Provider should familiarize itself with local conditions and take them into account in preparing the Proposal. Service Provider is encouraged to visit IOM before submitting a Proposal and to attend the pre-bid meeting if is specified in Item 5 of this Instruction.
- 1.3** The Service Provider'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** The Service Provider 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 Service Provider.
- 1.6** Service Provider 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, Service Providers, 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 Service Provider 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 Service Providers 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 Service Provider found to have conflicting interests shall be disqualified to participate in the procurement at hand. The Service Provider may be considered to have conflicting interest under any of the circumstances set forth below:

- A Service Provider has controlling shareholders in common with another Service Provider.
- A Service Provider receives or has received any direct or indirect subsidy from another Service Provider.
- A Service Provider has the same representative as that of another Service Provider for purposes of this Request for Proposal.
- A Service Provider 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.
- A Service Provider submits more than one Proposal in this process.
- A Service Provider 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 Proposal.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the Proposal, 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 Service Provider who have acknowledged the Letter of Invitation.

- 4.2** Service Provider 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 May 19 2021 which is (5) calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1** The Service Provider 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 Service Provider and IOM, shall be in English. All reports prepared by the contracted Service Provider shall be in English.

- 5.3** The Service Provider 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, the Service Provider must give 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 6 (Section III).

- a) A brief description of the Service Provider 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) 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-3).
- c) Latest CVs signed by the proposed professional staff and the authorized representative submitting the Proposal (TPF-4) 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.
- d) 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-5). 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.
- e) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-6).
- f) 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, Service Provider is expected to consider 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 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. Therefore, the sum provided in the Financial Proposal must present an all-inclusive amount.

- 7.4 Service Provider 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 Service Provider 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 Proposal n, the Service Provider has the right not to extend the validity of the Proposal n.

8. Submission, Receipt, and Opening of Proposal

- 8.1 The Service Provider should only submit one Proposal. If a Service Provider submits or participates in more than one Proposal such Proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposal) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Provider itself. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Provider shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider.
- 8.5 Proposal must be received by IOM at the place, date and time indicated in the invitation to submit Proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposal prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the Service Provider unopened.
- 8.6 After the deadline for the submission of Proposal n, all the Technical Proposal shall be opened first by the **Bids opening Committee**. The Financial Proposal shall

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

remain sealed until all submitted Technical Proposal are opened and evaluated. IOM has the option to open the Proposal publicly or not.

9. Evaluation of Proposal

- 9.1** After the Proposal has been submitted to IOM and during the evaluation period, Service Provider 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 Service Provider to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Provider'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 Proposal.
- 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 Service Provider 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	Total
1. Specific experience of the Service Providers in Afghanistan relevant to the assignment		
1.1 Experience of the bidder in similar research projects	10	
1.2 Experience of the bidder in legal identity and identity management	10	
Total points for criterion I	20	
2. Adequacy of the proposed methodology and confirmation on time/resources availability in response to the Terms of Reference:		
2.1 Technical approach	25	
2.2 Work plan	25	
Total points for criterion II	50	
3. Key technical/managerial staff qualifications and competence for the assignment:		
3.1 Team Leader	10	
3.2 -Organization and staffing	10	
3.3 Team's experience in local context / adequacy of the team's qualifications for the assignment	10	
Total points for criterion III	30	
<u>TOTAL POINTS</u>	<u>100</u>	

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 Service Provider 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 Proposal 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 Proposal 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 Proposal 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 Proposal 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 Proposal 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

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

Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$S_c = S_t \times T\% + S_f \times F\%$$

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 **June 06, 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 Service Provider ; 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 Service Provider ; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider .
- 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 Service Provider based on, 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 Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of 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 Service Provider shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Provider until the negotiation is successfully completed.

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 Service Provider-.

13. Award of Contract

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider 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 Proposal n. Notification will also be sent to those who did not pass the technical evaluation.

13.2 The Service Provider is expected to commence the assignment on **June 13, 2021**.

14. Confidentiality

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

Section II – Technical Proposal –Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: International Organization for Migration
Afghanistan

Dear XXXX,

We, the undersigned, offer to implement activities for: **Conducting a Research on legal identity and identity management in Afghanistan ~~impact of the protracted crisis on Civil Registration and ID management systems and challenges with legal~~** 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 based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

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

TPF – 2: Service Provider

[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: 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>		

TPF – 4: 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: _____

TPF-5: 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-6: 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: **International Organization for Migration
Afghanistan**

Dear **XXXX**,

We, the undersigned, offer to implement activities for: **Conducting a Research on impact of the protracted crisis on Civil Registration and ID management systems and challenges with legal** in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposal n). 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 Service Provider (ITC), Terms of Reference (TOR), the Draft Project Implementation Agreement, the provisions relating to the eligibility of Service Provider, 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 Service Provider 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 Service Provider
- 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 Service Provider .
- 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 Service Provider 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 Service Provider staff or associated Service Provider (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 Service Provider 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 Service Provider

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

a) Background:

In light of the communication received by the United Nations (UN) Resident Coordinator (RC) for Afghanistan from the UN Task Force on Legal Identity in 13 July 2020, and also in view of the ongoing peace process in Afghanistan, the RC instructed the UN Country Team (UNCT) in August to convene an inter-agency working group consisting of the Resident Coordinator's Office (RCO) and relevant Agencies, Funds and Programs (AFPs) to take stock of the situation regarding legal identity in Afghanistan, and to begin discussions about potential programming to strengthen legal identity and identity management, which could also feed into the objectives of the Special Representative of the Secretary General's (SRSG's) Peace Taskforce.

Legal identity and identity management, and civil registration (birth, marriage and death) in Afghanistan is a highly sensitive and complex topic. High mobility in Afghanistan, with conflict and natural disaster induced displacement, high volumes of out-migration and return, and nomadic populations, give rise to challenges around access to legal identity and effective identity management. The UN has been engaging in different aspects of identity systems over many years. There is a good understanding of the most immediate and pressing needs to be addressed, which include (but are not limited to) technical and resource challenges; clarifying any ambiguities regarding citizenship laws in Afghanistan that may lead to statelessness; tightening of the security features included in the current paper Tazkira regime, including ensuring issuance and verification systems are watertight and aligned with international best practice; making a clear decision about supporting the move to an e-Tazkira modality, and if positive, then appropriately resourcing and planning for universal national roll-out; and addressing issues related to "ghosting" and the registration of birth, marriage and deaths.

It is recognized that for sustainability, it is important to address needs in both legal identity and identity management, and civil registration (birth, marriage ,death), and to support the development of a centrally-managed but integrated platform to serve the needs of all concerned parties, including Government departments, Afghan citizens, and those crossing borders.

What is not clear is the lack of evidence-based information and analysis to inform e UN programming and advocacy needed to address the identified challenges in a meaningful and impactful way, with clarity on feasibility and risk. To fill in this gap, the legal identity working group is seeking a more in-depth assessment of the legal, procedural, social and political aspects currently in place, the challenges they pose from a human rights, security, socio-economic and development perspective along with clear and specific recommendations, to inform the design of an effective, impactful, multi-disciplinary program of support and advocacy in this area. At the same time, Afghanistan is embarking on the development of its first UNSDCF, and therefore the time period to be considered should align.

b) Objectives and Scope of the Project:

The main objective of this research is to conduct research and produce a report and recommendations outlining:

- 1) Key issues such as the impact of the protracted crisis on Civil Registration and ID management systems and challenges with legal, procedural, socio-economic and political aspects of legal identity in Afghanistan, including the Tazkira (paper and e-Tazkira), and civil registration (birth, marriage and death registration) including barriers to access to CRVS by the forcibly displaced and other vulnerable groups including returnees, IDPs, refugees and persons at risk of statelessness. This should look at the legal identity system as a whole and include linkages between different forms of legal identity.⁴
- 2) Key issues and challenges with legal, procedural, socio-economic and political aspects of identity management and civil registration in Afghanistan, include those affecting the forcibly displaced and other vulnerable groups including refugees, IDPs, returnees, and persons at risk of statelessness. This should include defining the interactions between legal identity and access to services and assistance.⁵
- 3) Consideration of possible scenarios regards the outcome of the peace process, and the implications and possible needs emerging for legal identity and identity management, and civil registration.
- 4) *Clear and specific* recommendations for the GoIRA and UN to inform effective programming and advocacy to support improvements in legal identity in Afghanistan over the UNSDCF period (to 2025), specifying the ‘quick wins’, and taking into account all actors and stakeholders on the ground.
- 5) *Clear and specific* recommendations to inform GoIRA and UN programming and advocacy to support improvements in civil registration and identity management in Afghanistan.

Following a “Whole of community”, Rights- based, AGD and participatory approaches,

- Conduct a literature review of existing reports, briefs, news articles and other relevant resources.
- Develop a field research methodology and conduct field research, including identifying and interviewing key stakeholders and informants in Government (NSIA and other relevant entities), UN, NGO, IFI and civil society, crisis and natural disaster affected populations and host community representatives and visits to key field sites such as Tazkira issuance and processing offices.
- Identify key issues, challenges on this topic for the legal identity working group.
- Identify clear recommendations on effective and impactful programming to support improvements in access to legal identity, and on managing identity.
- Draft and submit a report and recommendations to the Legal Identity Working Group / PMT and UNCT.

⁴ *Legal identity refers to the basic characteristics of an individual's identity. e.g. name, sex, place and date of birth conferred through registration and the issuance of a certificate by an authorized civil registration authority following the occurrence of birth. In Afghanistan, legal identity refers to the Tazkira – the core identity document in Afghanistan – as well as all civil registration (birth, death, marriage).*

⁵ *Identity management refers to the management of security of identity documents, especially travel documents, and related issuance and management systems, with a focus on effective, robust and internationally compliant processes.*

Activities and timelines as below:

	Number of Days
Conduct literature review Draft and present field research methodology (including identification of priority groups and geographic locations)	10
Conduct field research, identify clear recommendations	30
Submit report and recommendations to the Legal Identity Working Group and incorporate feedback	10
Present report and recommendations to the PMT / UNCT and incorporate feedback	10

Duration

The duration of the project should be **3 months**.

Location

All of Afghanistan

Milestones

- The agreement will take place over a period of 3 months, with start date as soon as the Project Implementation Agreement is signed.
- Narrative and financial report to be provided to IOM at the end of the agreement period as per the template, timeline and conditions agreed upon in the Project Implementation Agreement.

Eligibility, Qualifications and Required Competencies:

- The Service Provider should be 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 research in Afghanistan.
- Demonstrated capacity to provide high quality research outputs in Afghanistan.
- Expertise in legal identity and identity management 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 Service Provider '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 Service Provider 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

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

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement: [add or delete as required]

- (a) **Annex A** - Bid/Quotation Form
- (b) **Annex B** - Price Schedule
- (c) **Annex C** - Delivery Schedule and Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)

2. Services Supplied

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

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

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

3. Charges and Payments

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

4. Warranties

- 4.1 The Service Provider warrants that:
 - (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - (i) The Price specified in 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 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.
- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
 - (e) an obstructive practice, defined as (i) deliberately 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.

4.3 The Service Provider further warrants that it shall:

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

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

5. **Assignment and Subcontracting**

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

6. **Delays/Non-Performance**

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

The Service Provider, 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. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

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

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by 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.

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute resolution

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

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

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

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

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

18. Severability

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

19. Entirety

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

20. Special Provisions (Optional)

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

[Insert all donor requirements which must be flow down to IOM’s implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

21. Final clauses

- 21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 21.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service fee) shall be made through an amendment to this Agreement signed by both Parties.

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

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Full name of the Service Provider]

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place