

REQUEST FOR PROPOSALS
(*PROCUREMENT OF SERVICES*)

[Mobile Cash Distribution]

SERVICES FOR
[Distribution of Cash through Mobile services]

Prepared by



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

[IOM Afghanistan]

[April 2019]

REQUEST FOR PROPOSALS
RFP No.: *[AF19-1150]*

Country *[Afghanistan]*

Project Name *[Mobile Cash Distribution]*

Title of Services: *[Cash distribution through Mobile service]*

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IOM International Organization for Migration
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(insert Mission address)

Letter of Invitation

(29/04/2019)

Dear bidder

The International Organization for Migration (hereinafter called IOM) intends to hire Service Providers for [Mobile Cash Distribution] for which this Request for Proposals (RFP) is issued.

The IOM through the Bids Evaluation and Awards Committee (hereinafter called BEAC) now invites eligible Service providers to provide Technical and Financial Proposal for the following Services: [mobile Cash distribution]. More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

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

You are requested to acknowledge receipt of this letter of invitation and prepare your proposal according to the requirements mentioned in this RFP

IOM will sign a long-term agreement (LTA) with the selected service provider for the period of two (2) years.

The Proposals must be delivered by hand to [IOM Office in Kabul, Street No. 3, House No. 28, Ansari Square, Shar-e-Now, Kabul Afghanistan](#) on or before May 16, 2019 at 14:00 hours. No late proposal shall be accepted.

The BEAC reserves the right to accept or reject any proposal and to annul the bidding process and reject all Proposals at any time prior to Contract, without thereby incurring any liability to affected Service Providers.

Very truly yours,

BEAC Chairperson

Section II. Instructions to Service Providers

1. Introduction

- 1.1 Service Providers will be invited to submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Provider costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Provider.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers who have acknowledged the Letter of Invitation.
- 4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *3 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.
- 4.3 For this purpose, a pre-proposal conference will be held on. [May 12, 2019 at 14:00 hours in IOM compound in Kabul, Afghanistan](#) Attendance to the conference is optional. To allow your company representative inside the compound for attending the pre-proposal meeting please send the name of your company representative to iomkabulprocurement@iom.int. 24 hours before the deadline for pre-proposal meeting

5. Preparation of the Proposal

- 5.1 A 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 Providers and IOM, shall be in English. All reports prepared by the contracted Service Provider shall be in English.
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give attention to the following:
- a) If a Service Provider deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual or other Service Providers or entities in a joint venture, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment or to enter into a joint venture with Service Providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the Service provider, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the Service Provider or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least three (3) years of 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 6 (Section III).
- a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for

¹ This clause shall be included/revised as deemed necessary

each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) Complete answers of the service providers to be provided regarding the expected service provision (TPF-3)
 - c) A description of the approach, methodology and a flowchart of the cash distribution process (TPF-4). Outlining key step, who is responsible, and approximate time required for each step/time between each step.
 - d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-5).
 - e) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.
- 6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including such as Summary of costs. these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Long Term Agreement (LTA). If such is the case, IOM may either: a) reimburse the Service Provider for any such taxes or b) pay such taxes on behalf of the Service Provider.² Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers shall express the price of their services in (AFN).
- 7.5 The Financial Proposal shall be valid for 45 Calendar Days. During this period, the Service Provider is expected to keep available the professional staff for the assignment³. 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

² *This clause shall be included/revised as deemed necessary*

³ *For this purpose, the Mission may have the option to require short-listed Service Providers a bid security.*

the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may 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 Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers 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 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the mentioned service provider unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the Financial Proposal publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of Long Term Agreement may result in the rejection of the Service Provider 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 30 working days after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system⁴. 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 score
- 10.4 The technical proposal of service provider shall be evaluated based on the following criteria and sub-criteria:
- | | <u>Points</u> |
|---|---------------|
| (i) Specific experience of the Service Providers/ relevant to the assignment:
points | 10 |
| <u>Sub-total: 10 points</u> | |
| (ii) Adequacy of the proposed methodology for cash disbursement | |
| a) Cash disbursement process flowchart | 10 points |
| b) Phone network coverage | 10 points |
| c) Cash distribution agent coverage | 10 points |
| d) Ability to carry out cash distribution through mobile agents (outside of fixed agents' branches) | 10 points |
| e) Minimum number of days between IOM's notification and the actual distribution | 5 points |
| f) Complaints mechanisms in place | 5 points |
| g) Post-distribution supporting documents | 5 points |
| h) Web-portal which IOM can manage its customer account | 5 points |
| i) Ability to provide biometric registration and authentication of beneficiaries | 10 points |
| j) Confidentiality and protection of beneficiary personal data in place | 5 points |
| <u>Sub-total: 75 points</u> | |
| (iii) Key technical staff and support staff's qualifications | |
| a) Technical staff in place across five regions | 10 points |
| b) Ability to train beneficiaries on how to use the services | 5 points |
| <u>Sub-total: 15 points</u> | |
| <u>Grand total: 100 points</u> | |

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

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

⁴ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

- 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 Service Providers whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Financial proposals shall be opened publicly in the presence of the Service Provider representatives who choose to attend.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

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

F1 is the price of the lowest Financial Proposal, and

F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁵ (T = the weight given to the Technical Proposal = 0.60; F = the weight given to the Financial Proposal = 0.40; T + F = 1)

$$\mathbf{Sc = St \times T\% + Sf \times F\%}$$

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

⁵ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .50 and .50 for the Financial.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a Long-Term Agreement (LTA). The expected date and address for contract negotiation is June 06, 2019
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; 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 services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service 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 Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their

unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm 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 III. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

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

Address:

TPF-2A: Service Provider's Organization

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

TPF-2B - Service Provider's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

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

Organization's Name: _____

TPF-3: Answers of Service Providers on Expected Service Provision

1. Distribution through fixed agents

Please indicate the maximum amount of cash that can be disbursed by fixed agents in AFN per fixed agent per day

Please indicate the minimum amount of cash that can be distributed by fixed agents in AFN per fixed agent per day.

Please provide details if the amount that can be disbursed daily varies per agent or location.

2. Distributions through mobile agents (i.e. outside of fixed agents)

Please specify if you are able to carry our cash distribution through mobile agents, outside of fixed agents' branches (i.e. agent goes to the distribution site, in peri-urban or rural areas).

- Yes
- No

If yes, please specify the minimum amount of cash required per distribution (in AFN).

If yes, please specify the maximum amount of cash authorized per distribution (in AFN)

Please indicate the process required for IOM to use this mobile agent service, and any other limits to this service.

3. Timeline

Please specify how long in advance (in days) you need IOM to inform you of a distribution (i.e. minimum number of days between IOM's notification and the actual distribution)?

4. Technical support and complaints mechanisms

Please provide details of any complaints mechanisms that you have in place - including what process can be followed if a beneficiary has technical issues or loses the SIM.

5. Post-distribution supporting documents

Please describe what supporting documents you can submit to IOM after each distribution, to show that beneficiaries have received their cash transfers (including names, amount received and date). Please specify how many days after distribution (maximum) you would provide these documents to IOM.

6. Web-portal

Would you provide IOM with a web-portal through which IOM can manage its customer account?

- Yes
- No

If yes, please provide details. Please include a detailed attachment if necessary.

7. Biometric Authorization

Please specify if you are able to provide biometric registration and authentication of beneficiaries.

- Yes
- No

If yes, please provide details of the type of biometric method used (e.g. finger print, eye scan) and whether this system is portable (i.e. can it also be used to verify identify during cash distribution in the field by mobile agents?) Include detailed attachment if necessary.

8. Client data confidentiality and protection

Please explain what mechanisms you have in place to ensure the confidentiality and protection of beneficiary personal data (including name, phone number etc.). Please explain if you ever faced any data confidentiality breaches in the past, and how this was resolved/what policies and procedures have been put in place since then.

9. Phone network coverage

Please provide an update map of your phone network coverage.
Map of the phone network coverage is attached to your proposal.

- Yes
- No

10. Cash distribution agent coverage

Please provide full details of agent coverage by filling out the agent coverage table provided in Annex A: District Coverage List. Please note that this table requires you to indicate the coverage of both fixed and mobile agents.

Annex A: District Coverage List is complete and attached to your proposal

- Yes
- No

11. Capacity to train beneficiaries

Please provide details of training you could provide to beneficiaries on using your services

Type of the training	Minimum number of participants	Maximum number of participants	Location where training could be conducted (community or agent premises)

12. Cash disbursement process flowchart

Please provide a flowchart of the cash distribution process, outlining key steps, who is responsible, and approximate time required for each step/time between each step. Cash disbursement flowchart is attached to your proposal.

- Yes
- No

13. Bid Validity

IOM is seeking supplier who are interested in entering into a fixed price Long-Term Agreement (LTA) that would allow fixed prices and fluctuating order frequency during the course of the contract.

- a) In the event of contract award, please confirm you are willing to enter into a fixed price agreement with IOM
 - Yes
 - No
- b) Please specify how long can you fix your prices
 - 1 year
 - 2 years
 - Other: Please specify: _____

14. Narrative description/other information

Service provider should describe in detail their service provision and demonstrate how it complies with IOM requirements. Any other information not included in answers provided in the rest of this bidding document should be included here.

TPF –4: Cash Disbursement Process Flowchart

[Please provide a flowchart of the cash distribution process, outlining key steps, who is responsible, and approximate time required for each step/time between each step.]

TPF – 5: Team Composition and Task Assignments

1. Technical/Managerial staff (leading staff) and number of technical staff in each region				
Region	Name	Position	Task	No of staff
North				
Northeast				
South				
East				
West				
Kabul/Central				

2. Support Staff in HQ		
Name	Position	Task

TPF – 6: 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: _____

Section IV. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for *[insert Title of services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

S N	Description of Service	Does this fee apply? (Yes or No)	Type of fee (one-time flat fee, % of cash transfer amount, or fee per beneficiary)	Unit cost – in AFN or % (including tax)
1	Beneficiary registration fee (this must include any training costs)			
2	Cash disbursement fee for distribution done at agent’s branch			
3	Cash disbursements fee for distributions where agent goes to the distribution site			
4	Cash withdrawal fee (charged to IOM not beneficiaries)			
5	IOM account set-up fee			
6	IOM account management/ support fee			

SN	Description of Service	Does this fee apply? (Yes or No)	Type of fee (one-time flat fee, % of cash transfer amount, or fee per beneficiary)	Unit cost – in AFN or % (including tax)
1	Beneficiary registration fee (this must include any training costs)			
2	Cash disbursement fee for distribution done at agent’s branch			
3	Cash disbursements fee for distributions where agent goes to the distribution site			
4	Cash withdrawal fee (charged to IOM not beneficiaries)			
5	IOM account set-up fee			
6	IOM account management/ support fee			

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. 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:

Section V. Terms of Reference

Terms of Reference

I. Background

The International Organization for Migration (IOM) is the United Nations' migration agency, present in Afghanistan since 1992. IOM provides a range of assistance to vulnerable Afghans through a variety of programming including humanitarian, recovery, reintegration and resettlement.

IOM increasingly uses cash-based interventions as a part its programming in country. Transfer modality such as through IOM offices, banks and registered financial service providers are currently being used. However, IOM is aiming to have more options as a transfer modality using mobile money. Given the general shift in Afghanistan across agencies from in-kind assistance to cash-based assistance where possible and appropriate, IOM foresees the continued expansion of cash-based interventions within its programmes.

II. Objective

IOM uses cash transfers to below categories of cash recipients as part of our program:

Vulnerable individuals/household (beneficiaries)

IOM provides unconditional/unrestricted and restricted/conditional cash to vulnerable returnee and displaced individuals/households to address their needs while providing agency inclusive of cash covering the requirements for household items, shelter, transportation, medical expenses, food, etc. through an unconditional/unrestricted as per programme objectives and donor requirements. The individuals/households are usually low income and/or vulnerable families (i.e. female and elderly-headed households) or individuals and identified through assessments.

This is a key element for Service Provider to keep in mind as they design and implement their services for IOM, as they significantly influence the customer interface between agents and beneficiaries, the type of beneficiary trainings required (and the profile/gender of the trainers), amount of technical support required from the supplier to troubleshoot problems with sim cards, etc., and the type of challenges the supplier might encounter in the field.

III. Scope of the services

Provinces where IOM requires mobile cash disbursement services are as follows.

Badakhshan, Balkh, Bamyan, Faryab, Gazni, Ghor, Helmand, Herat, Kabul, Kandahar, Kapisa, Kunduz, Nangarhar, Nimroz, Paktia, Panjsher, Parwan, Sar-e-Pul, Takhar.

The services request by IOM through this tender are outlined below:

1. Distribute cash to IOM beneficiaries using mobile money services, including:
 - 1.1 Distribution of SIM cards and creation of mobile money account (including registration of an alternate, if IOM beneficiaries does not have adequate documentation to create an account).
 - 1.2 Training of IOM beneficiaries on how to use the phone and SIM card, how they will be notified when their cash transfer is ready, etc..
 - 1.3 Distribution of cash to IOM beneficiaries, as per IOM request. IOM will inform the supplier at least 48 hours in advance of a planned distribution and provide the names and amount of cash that each IOM beneficiaries should receive.
2. General requirements for all cash distributions, to any IOM beneficiaries.
 - 2.1 Supplier should have demonstrated, adequate mechanism to verify the identity of the person collecting the cash through biometric or other.
 - 2.2 Supplier must submit two types of supporting documents to IOM within 48 hours after each distribution.

- a. Proof that each beneficiary received the full amount
 - b. Proof that the full amount was given to the rightful beneficiaries and their identity is Any distribution/account fee will be paid by IOM, and not by the IOM beneficiaries.
3. Specific requirements/arrangements for distribution
- 3.1 As much as possible, supplier's agent should go to the distribution site, so that beneficiaries do not have to come to agent's branch in the city.
 - 3.2 In general, cash will be distributed in organized distributions as per the schedule agreed upon between IOM and the supplier, with all beneficiaries collecting their cash on specific days and time (at the agent's branch or from mobile agents who come distribute at the project location), in the presence of IOM staff.

Technical Descriptions and Answers of Service Provides

15. Distribution through fixed agents

Please indicate the maximum amount of cash that can be disbursed by fixed agents in AFN per fixed agent per day.

Please indicate the minimum amount of cash that can be distributed by fixed agents in AFN per fixed agent per day.

If the amount that can be disbursed daily varies per agent or location, please provide details.

16. Distributions through mobile agents (i.e. outside of fixed agents)

Please specify if you can carry out cash distribution through mobile agents, outside of fixed agents' branches (i.e. agent goes to the distribution site, in peri-urban or rural areas).

- Yes
 No

If yes, please specify the minimum amount of cash required per distribution (in AFN).

If yes, please specify the maximum amount of cash authorized per distribution (in AFN)

Please indicate the process required for IOM to use this mobile agent service, and any other limits to this service.

17. Timeline

Please specify how long in advance (in days) you need IOM to inform you of a distribution (i.e. minimum number of days between IOM's notification and the actual distribution)?

18. Technical support and complaints mechanisms

Please provide details of any complains mechanisms that you have in place - including what process can be followed if a beneficiary has technical issues or loses the SIM.

19. Post-distribution supporting documents

Please describe what supporting documents you can submit to IOM after each distribution, to show that beneficiaries have received their cash transfers (including names, amount received and date). Please specify how may days after distribution (maximum) you would provide these document to IOM.

20. Web-portal

Would you provide IOM with a web-portal through which IOM can manage its customer account?

- Yes
- No

If yes, please provide details. Please include a detailed attachment if necessary.

21. Biometric Authorization

Please specify if you can provide biometric registration and authentication of beneficiaries.

- Yes
- No

If yes, please provide details of the type of biometric method used (e.g. finger print, eye scan) and whether this system is portable (i.e. can it also be used to verify identify during cash distribution in the field by mobile agents?) Include detailed attachment if necessary.

22. Client data confidentiality and protection

Please explain what mechanisms you have in place to ensure the confidentiality and protection of beneficiary personal data (including name, phone number etc.). Please explain if you ever faced any data confidentiality breaches in the past, and how this was resolved/what policies and procedures have been put in place since then.

23. Phone network coverage

Please provide an update map of your phone network coverage.
Map of the phone network coverage is attached to your proposal.

- Yes
- No

24. Cash distribution agent coverage

Please provide full details of agent coverage by filling out the agent coverage table provided in Annex A: District Coverage List. Please note that this table requires you to indicate the coverage of both fixed and mobile agents.

Annex A: District Coverage List is complete and attached to your proposal

- Yes
- No

25. Capacity to train beneficiaries

Please provide details of training you could provide to beneficiaries on using your services

Type of the training	Minimum number of participants	Maximum number of participants	Location where training could be conducted (community or agent premises)

26. Cash disbursement process flowchart

Please provide a flowchart of the cash distribution process, outlining key steps, who is responsible, and approximate time required for each step/time between each step.

Cash disbursement flowchart is attached to your proposal.

- Yes
- No

27. Bid Validity

IOM is seeking supplier who are interested in entering into a fixed price Long-Term Agreement (LTA) that would allow fixed prices and fluctuating order frequency during the course of the contract.

c) In the event of contract award, please confirm you are willing to enter into a fixed price agreement with IOM

Yes

No

d) Please specify how long can you fix your prices

1 year

2 years

Other: Please specify: _____

28. Narrative description/other information

Service provider should describe in detail their service provision and demonstrate how it complies which IOM requirements. Any other information not included in answers provided in the rest of this bidding document should be included here.

Price List

In case other fees or charges related to services to be included, please add.

SN	Description of Service	Does this fee apply? (Yes or No)	Type of fee (one-time flat fee, % of cash transfer amount, or fee per beneficiary)	Unit cost – in AFN or % (including tax)
1	Beneficiary registration fee (this must include any training costs)			
2	Cash disbursement fee for distribution done at agent's branch			
3	Cash disbursements fee for distributions where agent goes to the distribution site			
4	Cash withdrawal fee (charged to IOM not beneficiaries)			
5	IOM account set-up fee			
6	IOM account management/support fee			

Section VI – Contract for Services

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