

## Call FOR PROPOSALS

***Strengthening Resilience of Disaster-Affected Communities through  
Durable Solutions in Oromia and Somali Regions of Ethiopia***

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### **SERVICES FOR**

**Partnership Opportunity to Implement off-farm livelihood activities for Vulnerable  
Community in Somali and Oromia regions.**

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Prepared by



International Organization for Migration (IOM)

The UN Migration Agency

***International Organization for Migration  
Office in Addis Ababa, Ethiopia  
Kirkos Sub City, Woreda 8, YeMez Building (Behind Zequala Building  
February, 2024***

**REQUEST FOR PROPOSALS**  
**CFP NO.: Ref. No: ET/0166/24**

**Country: Ethiopia**

**Project Name:** Strengthening Resilience of Disaster-Affected Communities through Durable Solutions in Oromia and Somali Regions of Ethiopia

**Title of Services:** Selection of Implementing Partner (IP) To Implement Off-Farm Livelihood Activities for Vulnerable Community in Somali and Oromia Regions.



International Organization for Migration (IOM)  
The UN Migration Agency

**INVITATION TO SUBMIT PROPOSAL  
TO IMPLEMENT COMMUNITY PROJECTS “*Strengthening Resilience of Disaster-Affected Communities through Durable Solutions in Oromia and Somali Regions of Ethiopia*”**

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

The project initiatives under livelihood intervention mainly focusses on off-farm livelihood to contribute durable solutions through improved conditions for sustainable socio-economic recovery and peaceful co-existence of the Displacement Affected Communities (DAC) with particular attention to most vulnerable groups while strengthening local government capacity in responding to the needs of internal displacement.

The call for Proposal shall contain information on the following a.) Range of relevant services offered, b.) Profiles and portfolio of the organization and key personnel c.) Track record and experience of the organization in similar activities.

Interested organizations can collect complete Call for Proposal document , TOR and IOM’s technical and financial proposal templates can be accessed from IOM Ethiopia website <https://ethiopia.iom.int/current-vacancies> or it will be available at IOM Office during weekdays, from 8:00 AM-12:30 PM (2:00 AM to 6:30 PM Local time) and 2:00 PM - 5:00 PM (8:00 PM-11:30 PM local time) from **28 February to 13 March 2024** at the 4<sup>th</sup> Floor. IOM Ethiopia office is located in Kirkos Sub-City, Woreda 8, YeMez Building (behind Zequala Complex), Addis Ababa.

Call for Proposal should be emailed to IOM at the following address: [ethiopiapdcuipsc@iom.int](mailto:ethiopiapdcuipsc@iom.int)  
Proposals may also be submitted in person to **IOM Ethiopia Office in Addis Ababa, Ethiopia Kirkos Sub-City, Wereda 8, YeMez Building, 4<sup>th</sup> Floor, Peace and Development Coordination Unit.**

**The deadline for submission is 5:00PM on 14 March 2024. The bid will be opened on March 15,2024 at 10 am.** IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to affected organizations.

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## **Section I. Invitation Letter**



International Organization for Migration (IOM)  
The UN Migration Agency

## Letter of Invitation

**February 2024**

The International Organization for Migration intends to hire Implementing Partners (IP) for the Strengthening Resilience of Disaster Affected Communities through Durable Solutions in Oromia and Somali Regions of Ethiopia that this Call for Proposals (CFP) is issued.

The IOM through the Implementing Partner Selection Committee (IPSC) now invites Interested Implementing Partners (IP) who have experience on the off-farm livelihood project implementation to submit Technical and Financial Proposal. More details on the services are provided in the attached Terms of Reference (TOR).

The CFP is open for all Interested Organization who have the capacity and experience in implementation of livelihood projects,

IP will be selected under a Quality –Cost Based Selection procedure described in this CFP.

The CFP includes the following documents:

- Section I. Letter of Invitation
- Section II. Instructions to Implementing Partners (IP)
- Section III. Technical Proposal – Standard Forms
- Section IV. Financial Proposal – Standard Forms
- Section V. Terms of Reference
- Section VI. Declaration of Conformity Form
- Section VII. Standard Form of Contract

You are required to acknowledge receipt of this letter by responding with official letter along with the Project proposal. The call for proposals should be emailed to IOM at the following address: [ethiopiapdcuipsc@iom.int](mailto:ethiopiapdcuipsc@iom.int) Proposals may also be submitted in person to **IOM Ethiopia Office in Addis Ababa, Ethiopia Kirkos Sub-City, Wereda 8, YeMez Building, 4<sup>th</sup> Floor, Peace and Development Coordination Unit, no later than 5:00PM on 15 March 2024.**

The IOM 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 award, without thereby incurring any liability to affected Implementing Partners (IP).

Very truly yours,  
**IOM**



International Organization for Migration (IOM)  
The UN Migration Agency

## Section II. Instructions to Implementing Partner

### 1. Introduction

- 1.1 The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected IPs.
- 1.2 Implementing Partners (IP) should familiarize themselves with local conditions and take them into account in preparing the proposal. Implementing Partners (IP) are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if it is specified in Item 4.3. of this Instruction.
- 1.3 Implementing Partners (IP) 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 Ips (Implementing Partners) 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 Implementing Partners (IP).
- 1.6 IOM shall provide at no cost to Implementing Partners (IP) 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 CFP (Call for Proposal) 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 CFP. Any amendment made will be made available to all short-listed Implementing Partners (IP) who have acknowledged the Letter of Invitation.



- 4.2. Implementing Partners (IP) may request for clarification(s) on any part of the CFP. 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 *seven (7) 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.
- 4.3 For this purpose, a ***pre-proposal conference will be held on 08 March 2024 at 10:00 AM or 4:00AM in the morning local time at IOM 3<sup>rd</sup> floor conference room.*** Attendance to the conference is optional.

## 5. Preparation of the Proposal

- 5.1 Implementing Partners (Ips) Proposal shall have two (2) components:
  - a) the Technical Proposal, and
  - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Implementing Partners (IP) and IOM, shall be in *English language*. All reports prepared by the contracted Implementing Partners shall be in *English*.
- 5.3 The Implementing Partners (IP) are expected to examine in detail the documents constituting this Call for Proposal (CFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

## 6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Implementing Partners (IP) must give particular attention to the following:
  - a) If the Implementing Partners (IP) deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Implementing Partners (IP) or entities in a joint venture or sub-consultancy, as appropriate. Implementing Partners (IP) may associate with the other Implementing Partners (IP) invited for this assignment or to enter into a joint venture with Implementing Partners (IP) 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.<sup>1</sup>

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<sup>1</sup> This clause shall be included/revised as deemed necessary

- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, 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 firm 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 years**, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms (Section III).

- a) A brief description of Implementing Partners (IP) organization and an outline of recent experience on assignments of a similar nature, if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and Ips involvement.
- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (Section V). In this regard, unless Implementing Partners (IP) clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements are included in the inputs shown on Implementing Partners (IP) staffing schedule.
- c) A time schedule showing the time proposed to undertake the activities indicated in the work plan (IOM Activity Plan).
- d) A detailed description of the proposed methodology and staffing for training if the CFP specifies training as specific component of the assignment.
- e) Detail descriptions of Logical frame and activity matrix

6.3 The technical proposal shall not include any financial information.

## **7. Financial Proposal**

**7.1 The average Approved Budget for the Contract (ABC) of the off-farm livelihood activities is 300,000 USD.**

**7.2** In preparing the Financial Proposal, Implementing Partners (IP) are expected to consider the requirements and conditions outlined in the CFP. The Financial Proposal shall follow the Financial Proposal Standar Forms

- 7.5 The Financial proposal shall include all costs associated with the assignment, including such as all Operational costs like Off-farm livelihood packages, workshop and training costs, material purchase, local transport cost, communication and printing, daily subsistence allowance etc. If appropriate, 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.
- 7.6 Implementing Partners (IP) may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse Implementing Partners (IP) for any such taxes or b) pay such taxes on behalf of Implementing Partners (IP). 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.
- 7.7. The Financial Proposal shall be valid **until 31 August 2026**. During this period, Implementing Partners (IP) is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, Implementing Partners (IP) has the right not to extend the validity of the proposals.

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

- 8.1 Implementing Partners (IP) may only submit one proposal. If a the IPs 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 Implementing Partners (IP) themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Implementing Partners (IP) 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 IP.

- 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 Implementing Partners (IP) 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 Ips unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the IPSC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The IPSC 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 IPSC and during the evaluation period, Implementing Partners (IP) that have submitted their Proposals are prohibited from making any kind of communication with any IPSC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Implementing Partners (IP) to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of Implementing Partners (IP) 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 *twenty-one (21) calendar day* after the deadline for receipt of proposals.
- 10.2 The IPSC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the CFP and by applying an evaluation criterion and point system<sup>2</sup>. 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 *80%*.
- 10.4 The technical proposals of Implementing Partners (IP) shall be evaluated based on the following criteria.

Name	Description	Weight
Planning, implementation, and delivery timelines	Detail description of project activities, content, duration, phasing, interrelations, milestones, and reporting date. Furthermore, project management practices and ability to meet deadlines effectively	12
Approach and Methodology	Demonstrate clear approach, methodology and clearly set feasible implementation mechanisms	10
Relevance of proposal to achieving expected results	Detailing how the program will be completed which include lesson learning, challenges and overcoming mechanisms	10
Local experience, project scalability and Flexibility	Proven and similar experience with affected community and ability to scale resources and adapt to changes in project requirements	8
Thematic experience	Strong knowledge of off-farm livelihoods activities and entrepreneur skill development	12
Sector expertise and experience - specific to off-farm livelihoods	Partner shows comprehensive understanding on non-agricultural livelihood activities	10
Sustainability of intervention	Proven and enhanced market, access, financial mechanism, and utilization of income within the affected community	10
Innovation and Problem-Solving	Capacity for innovation and problem-solving, especially in challenging situations.	10
Clarity of activities and expected results	Detailing how activities proposed to show partner understanding of deliverables, timelines, and budget	8
References and Case Studies	References and case studies to understand their past performance and success stories	5
Donor experience	Familiarity with one of the donors (SDC, SIDA) particularly on livelihood activity implementation	5
	<b>Total</b>	<b>100</b>

**Total weight: 100**

The minimum technical score St required to pass is: **80% 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 IPs and Terms of Reference (TOR);

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Implementing Partners (IP) whose proposal did not meet the minimum qualifying score or were considered nonresponsive based on the requirements in the CFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Implementing Partners (IP) 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 Implementing Partners (IP) representatives who choose to attend.
- 11.3 The IPSC 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 IPSC will correct any computational errors. In the 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 Implementing Partners (IP) 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:

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

Where:

Sf is the financial score of the Financial Proposal under consideration,  
FI is the price of the lowest Financial Proposal, and  
F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights<sup>3</sup> (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

## 12. Negotiations

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- 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 at IOM
- 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 IPs (Implementing Partners)
  - 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
  - d) Discussion on the services, facilities and data, if any, to be provided by IOM
  - e) Discussion on the financial proposal submitted by the IPs
  - f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the IPs
- 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 Implementing Partners (IP) 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 Implementing Partners (IP) 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 CFP (Section VII). To complete negotiations, IOM and Implementing Partners (IP) shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked IPs to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Implementing Partners (IP) 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 Implementing Partners (IP) with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Implementing Partners (IP) on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Implementing Partners (IP) who did not pass the technical evaluation.

**13.2** Implementing Partners (IP) is expected to commence the assignment on **April 2024**

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to Implementing Partners (IP) who submitted Proposals or to other persons not officially concerned with the process. The undue use by any IPs 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

### Project Proposal:

[PROJECT TITLE]

Project type:	Choose primary project type
Secondary project type:	Choose secondary project type if applicable
Geographical Coverage:	Specify the geographical location/s covered by the project. Include city, region, country and/or international region, as relevant.
Executing agency:	International Organization for Migration (IOM)
Beneficiaries:	Specify the individuals, groups and/or institutions intended to benefit from the project. To the extent possible, disaggregate the beneficiaries by age, sex and other key characteristics, such as beneficiary type and/or vulnerability criteria (e.g. unaccompanied minors, persons with a disability, children and ex combatants).
Partner(s):	Insert the names of the project partners that will actively contribute to and/or take part in project operations.
Management site:	From the dropdown list, select the IOM office that will be managing the project.
Duration:	Insert the duration of the project in terms of the number of months.
Budget:	Indicate both the currency and total estimated budget amount. All project budgets should be in US dollars, unless a prospective donor has specified that contributions be made in a different currency (e.g. all EU funded projects are in euros).

## Summary

[Enter text here. Apply “Calibri” font, size 11, “Normal” style.]

Limit this section to 350 words maximum.

Provide a brief overview of the proposed project, including the context and the need, and the objective of the project. Also, describe how the project’s activities will achieve the key outputs, and how outputs are likely to influence the achievement of the project’s outcomes.

See Module 2 of the IOM Project Handbook (Step 3: Preparing a Project Summary).

## Rationale

[Enter text here. Apply “Calibri” font, size 11, “Normal” style and use “Heading 2” style for the subheading if necessary.]

Limit this section to 400 words maximum.

Justify the project being proposed by describing its rationale:

- (a) What is the problem, for whom is it a problem and why is it significant?
  - What is the situation to be addressed?
  - Why is the situation a problem?
  - Is the problem ongoing or is it foreseen to be realized within the foreseeable future?
  - Where, specifically, is it a problem?
  - For whom is it a problem? How is it affecting certain groups differently, such as men, women, boys, girls and other groups?
- (b) Why is the problem the right one to address?
  - How would solving the problem be of value to the intended beneficiaries? How might it affect other groups? Consider unintended negative consequences for all groups affected, whether or not they are the focus of the project.
- (c) How is the project linked to broader national, regional, and/or global initiatives, including IOM internal strategies and results frameworks?

See Module 2 of the IOM Project Handbook (Step 4: Developing a Project Rationale).

## Project Description

[Enter text here. Apply “Calibri” font, size 11, “Normal” style and use “Heading 2” style for the subheading if necessary.]

Limit this section to 600 words maximum.

Articulate how and why a set of intended results and activities will bring about the changes the project seeks to achieve.

- (a) What is the intended change brought about by the project? What are the assumptions and hypotheses underlying the casual relationships between activities, outputs and outcomes?
- Why is the approach being proposed to address the problem(s) the best course of action?
  - What are the assumptions that must hold true in order that results are realized?
  - What are the hypotheses explaining why it is thought that the implementation of activities will lead to the achievement of outputs, why the achievement of outputs will influence the achievement of outcomes, and why the achievement of outcomes will contribute to the project objective?
- (b) Who are the stakeholders?
- Why is IOM best placed to address the problem? What is IOM’s added value/comparative advantage in implementing the project? What special skills, knowledge and/or capacities does IOM have to justify its involvement?
  - Which other stakeholders would be involved in the project, and why are they required for the project to succeed?
  - Consider gender and age when identifying stakeholders and strive for stakeholders who are representative of the target population.
- (c) How will the project address the following cross-cutting themes of rights-based approach to programming, gender mainstreaming, environmental sensitivity and sustainability, sustainability of project results, principled humanitarian action and mainstreaming protection in crisis response?

See Module 2 of the IOM Project Handbook (Step 5: Outlining the Project Description).

## Partnerships and Coordination

[Enter text here. Apply “Calibri” font, size 11, “Normal” style.]

Limit this section to 350 words maximum.

Describe the role and/or the key responsibilities of each of the main partners who will be involved in the implementation of the project. Also describe how the project management structure will ensure that the main partners will coordinate their activities.

See Module 2 (Step 6: Describing Partnerships and Coordination Arrangements).

## Monitoring

[Enter text here. Apply “Calibri” font, size 11, “Normal” style.]

Limit this section to 350 words maximum.

Indicate how the project will monitor the main aspects of the project by providing an overview of the roles and responsibilities of team members. Describe how data for the project indicators will be collected, what data collection tools will be used, and how often data will be collected and analysed. If working through implementing partners, mention how they will be monitored and their reporting requirements, and in particular if working in a remote management situation with difficult access due to security.

See Module 2 (Step 7: Describing the Monitoring Approach)

## Evaluation

[Enter text here. Apply “Calibri” font, size 11, “Normal” style.]

Limit this section to 350 words maximum.

Indicate the timing and purpose of the evaluation, its intended use and the evaluation criteria to be used. Briefly describe the expected methodology to be employed in realizing the evaluation purpose, and indicate if the evaluation would be conducted internally or externally.

See Module 2 (Step 8: Describing the Evaluation Approach).

## Results Matrix

	<b>Indicators</b>	<b>Data Source and Collection Method</b>	<b>Baseline</b>	<b>Target</b>	<b>Assumptions</b>
<p><b>Objective:</b> The most significant, realistic goal to which the project can contribute. It seeks to align to a broader, longer-term strategy, whether internal or external.</p> <p>See Module 2 (Step 9: Preparing the Results Matrix).</p>	Quantitative or qualitative factors or variables to measure achievement or to reflect expected changes. Data is disaggregated by key characteristics (age, sex), wherever relevant.	Data source and collection method indicate from where and how information will be gathered for the purposes of measuring the indicator.	Establishes the value of the indicator at the beginning of the project planning period. Disaggregated by key characteristics (age, sex), wherever relevant.	Describes the expected value of the indicator upon completion of the result. Disaggregated by key characteristics (age, sex), wherever relevant.	
<p><b>Outcome 1:</b> The intended changes in institutional performance, individual or group behaviour or attitudes, or the political, economic, or social position of the beneficiaries.</p>	Quantitative or qualitative factors or variables to measure achievement or to reflect expected changes. Data is disaggregated by key characteristics (age, sex), wherever relevant.	Data source and collection method indicate from where and how information will be gathered for the purposes of measuring the indicator.	Establishes the value of the indicator at the beginning of the project planning period. Disaggregated by key characteristics (age, sex), wherever relevant.	Describes the expected value of the indicator upon completion of the result. Disaggregated by key characteristics (age, sex), wherever relevant.	Assumptions necessary for the outcomes to contribute to the achievement of the objective.
<p><b>Output 1.1:</b> The intended changes in the skills or abilities of the beneficiaries, or</p>	Quantitative or qualitative factors or variables to measure achievement or to reflect expected	Data source and collection method indicate from where and how information will be	Establishes the value of the indicator at the beginning of the project planning period.	Describes the expected value of the indicator upon completion of the result. Disaggregated by	Assumptions necessary for the outputs to deliver the outcomes.

the availability of new products or services as a result of project activities.	changes. Data is disaggregated by key characteristics (age, sex), wherever relevant.	gathered for the purposes of measuring the indicator.	Disaggregated by key characteristics (age, sex), wherever relevant.	key characteristics (age, sex), wherever relevant.	
<b>Activities that lead to Output 1.1:</b> The coordination, technical assistance, training, production, delivery, transportation, and other tasks that are organized and executed under the project.					Assumptions necessary for the activities to deliver the outputs.
<b>Output 1.2:</b> The intended changes in the skills or abilities of the beneficiaries, or the availability of new products or services as a result of project activities.	Quantitative or qualitative factors or variables to measure achievement or to reflect expected changes. Data is disaggregated by key characteristics (age, sex), wherever relevant.	Data source and collection method indicate from where and how information will be gathered for the purposes of measuring the indicator.	Establishes the value of the indicator at the beginning of the project planning period. Disaggregated by key characteristics (age, sex), wherever relevant.	Describes the expected value of the indicator upon completion of the result. Disaggregated by key characteristics (age, sex), wherever relevant.	Assumptions necessary for the outputs to deliver the outcomes.
<b>Activities that lead to Output 1.2:</b> The coordination, technical assistance, training, production, delivery, transportation, and other tasks that are organized and executed under the project.					Assumptions necessary for the activities to deliver the outputs.

## Work Plan

<i>Activity</i>	<i>Responsible Party</i>	<i>Time Frame</i>							
		<i>Month 1</i>	<i>Month 2</i>	<i>Month 3</i>	<i>Month 4</i>	<i>Month 5</i>	<i>Month 6</i>	<i>Month 7</i>	<i>Month 8</i>

## Budget

Budget plan template is Annexed below. (Section IV)



Prepare a budget using the appropriate budget template.

See Module 2 Proposal Development (Step 11: Budget).

### Annex 1. Risk Assessment Plan

The Risk Assessment Plan is an internal document and will not be submitted to the donor, unless requested.

See Module 2 Proposal Development (Step 12 Analysing Risks and Developing the Risk Assessment Plan).

<i>Risk Factor</i>	<i>Consequence</i>	<i>Likelihood and Timeline</i>	<i>Risk Treatment Plan</i>	
List the risk factors identified during risk analysis processes.	Indicate a rank of the risk consequence, from 1 to 6, based on the analysis done using a modified version of Tool 1.10 as per the context of the project idea.	Insert likelihood and timeline ranking as per the Risk Register, with any necessary revisions or updates.	Select the treatment option: <ul style="list-style-type: none"> <li>• Avoiding the risk</li> <li>• Changing the likelihood of the risk</li> <li>• Changing the consequence of the risk</li> <li>• Sharing the risk with another party</li> <li>• Tolerating the risk without further treatment.</li> </ul>	Describe the treatment action to be taken to implement the treatment option (e.g. build a road, conduct public info campaigns).

# Section IV. Financial Proposal Standard Form

Project Title:

Project Type:

Budget Amount Requested in USD:

Project

Duration:

WBS	Item	Unit	Nr of Units	Unit Cost	Total
<b>A. STAFF Costs</b>					
<b>Total Staff Costs:</b>					
<b>B. OFFICE Costs</b>					
<b>Total Office Costs:</b>					
<b>C. OPERATIONAL Costs</b>					
<i>Output 1:</i>					
<i>You may use "outcomes" or "outputs" depending on the size of the project.</i>					
<i>Output 2:</i>					
<b>Total Operational Costs:</b>					
<b>Total A+B+C</b>					
<b>GRAND TOTAL</b>					

# Section V. Terms of Reference

## **TERMS OF REFERENCE (TOR)**

### **Partnership Opportunity to Design and Implement off-farm livelihood activities for the project Strengthening Resilience of Disaster Affected Communities through Durable Solutions in Oromia and Somali Regions of Ethiopia.**

#### **1. Background**

*The International Organization for Migration (IOM) is implementing a project, known as “Strengthening Resilience of Disaster Affected Communities through Durable Solutions in Oromia and Somali Regions of Ethiopia” funded by SDC-SIDA (Swiss Agency for Development and Cooperation (SDC), Swedish International Development Cooperation Agency (Sida). The project aims to address the complexity and the dimensions of displacement situations in seven woreda’s of Somali and Oromia regions, this project will pursue a nexus-based multi-dimensional and integrated approach to enable communities to move towards recovery and resilience by employing durable solutions actions through livelihood activities that enhance communities’ coping mechanisms against future shocks to anthropogenic disasters and natural hazard.*

*The project initiatives under livelihood intervention mainly focusses on off-farm livelihood to contribute durable solutions through improved conditions for sustainable socio-economic recovery and peaceful co-existence of the Displacement Affected Communities (DAC) with particular attention to most vulnerable groups while strengthening local government capacity in responding to the needs of internal displacement.*

*The livelihood activities implemented to be more sustainable and aimed at strengthening vulnerable community capacity, livelihood and income generation and introducing new concepts in designing off-farm livelihood interventions for the increasing support to the private sector, women and youth owned businesses. On the other hand, it’s also skills building, trade and services to promote self-sufficiency and strengthen the ability of the local communities to rebound from adversity even in the absence of immediate, formalized governmental assistance. The project will collaborate with Ips, private sectors, local institutions, and financial services.*

*One of the objectives of the initiative is to Improved access to markets, and better incomes at a household level, through interventions, and Improved access to employment or self-employment opportunities of vulnerable households through off-farm livelihood opportunities.*

#### **2. OBJECTIVE OF THE PARTNERSHIP**

*The overall objective of this partnership is to engage with organizations with strong presence/reach and capacity/expertise in delivering targeted community interventions that address key socio-economic challenges and respond needs of vulnerable communities’ access to improving income and employment opportunities.*

### 3. PROPOSED INTERVENTIONS

IOM will leverage the below activities to respond through the following off-farm livelihoods intervention Under the supervision of IOM Livelihood project Officer, the implementing partner will be requested to design possible and innovative mechanisms to address the below three off-farm livelihood activities.

1. Livelihood diversification for agro-pastoral and women saving groups.
2. Distribution of business startup kits and support for women and youth owned businesses to access finance and markets.
3. Financial institution capacity building and beneficiary business skills trainings

### 4. TARGET AREAS AND TARGET POPULATION

IDPs, Returnees and Host Communities are main targets populations, and the project targets areas are OROMIA and Somali regional states of Ethiopia. Please see the below details.

No	Region	Zone	Woredas
1	Oromia	Chinaksan	Gela
		Babile	Darera Arba
		Meisso	Ganda Buno
2	Somali	Fafan Zone	Awbare
			Kebribeyah
		Siti Zone	Erer
Shebele Zone	Gode		

### 5. APPROACH AND METHODOLOGY

Interested organization should submit technical and financial proposals to demonstrate how the tasks will be accomplished along with the required documents. The Application document should comprise of the following:

- Name and address of the Company (starting month/year, ending month /year, donor, description of projects, contract Amount)
- Legal Status (provide certified copies of registration, registration number and place of registration)
- Organization's experience in similar areas
- Similar experience in the last three years (description of projects, year, location, amount)
- Ongoing projects (description of projects, location, amount)
- List of permanently employed staff (Provide an organizational chart and detailed CVs for key management and technical personnel in the Organization)

**Applications shall be evaluated in accordance with the following criteria:**

- Capacity (human resource expertise, geographic coverage, existing similar experience of projects/programs)
- Track Record and Experience
- Technical Expertise (proven years of service in specific field and center of excellence)
- Financial Strength (annual income, source of fund and audit report)
- Business eligibility (business registration document)

## **6. EXPECTED DELIVERABLES AND TIMELINE**

IOM expected to:

- Ensure the specific tasks highlighted above are duly completed within the set timeframe.
- Produce regular mid-term/biannual reports (narrative and financial) at an agreed upon timeline.
- Develop and submit a final/annual report (narrative and financial) upon completion of the project.
- Participate in regular technical and coordination meetings with IOM, as required.
- Present findings of project experiences, best practices, project photos, beneficiary stories (case studies) and videos as well as innovations.

## **7. Content for APPLICATION of CFP (Call for Proposal)**

- I. Technical proposal outlining:
  - a. Project Context
  - b. Proposed program interventions
  - c. Detailed approach and methodology
  - d. Activity summary
  - e. Work plan/Activity Plan
  - f. Log frame
  - g. Relevant references and case stories
  - h. Explanation of organization's suitability for the assignment
- II. Financial Proposal (Budget outline)
  - a. Activity costs
  - b. Staff and Office costs - total amount for staff and office costs shouldn't exceed 30% of the total budget.

Only eligible and qualified organizations based on the above shall be invited to participate in the bidding/tender process. The organization shall bear all costs associated with the preparation and submission of the Application and IOM will not in any case be responsible and liable for the costs incurred.

Interested organizations can collect complete Call for proposal document, TOR and IOM's technical and financial proposal templates can be accessed from IOM Ethiopia website <https://ethiopia.iom.int/current-vacancies> or it will be available at IOM Office during weekdays, from 8:00 AM-12:30 PM (2:00 AM to 6:30 PM Local time) and 2:00 PM - 5:00 PM (8:00 PM-11:30 PM local time) from **28 February to 13 March 2024**

**at the 4<sup>th</sup> Floor.** IOM Ethiopia office is located in Kirkos Sub-City, Woreda 8, YeMez Building (behind Zequala Complex), Addis Ababa.

Call for Proposal should be emailed to IOM at the following address: [ethiopiapdciupsc@iom.int](mailto:ethiopiapdciupsc@iom.int) Proposals may also be submitted in person to **IOM Ethiopia Office in Addis Ababa, Ethiopia Kirkos Sub-City, Wereda 8, YeMez Building, 4<sup>th</sup> Floor, Peace and Development Coordination Unit.**

**The deadline for Submission is 5:00PM on 14 March 2024. Bid will be opened on March 15, 2024 at 10 am.** IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to contract award, without thereby incurring any liability to affected organizations.

# Section VI. Declaration of Conformity Form

## Declaration of Conformity

NAME OF ORGANIZATION:	
ADDRESS:	
TELEPHONE:	
EMAIL:	
WEBSITE:	

The undersigned, being a duly authorized representative of the Organization named above (the “Organization), represents and declares that:

		YES	NO
1.	The Organization is committed to the core values of the UN, including the <i>Charter of the United Nations</i> ( <a href="https://www.un.org/en/about-us/un-charter">https://www.un.org/en/about-us/un-charter</a> ) and the <i>Universal Declaration of Human Rights</i> ( <a href="https://www.un.org/en/about-us/universal-declaration-of-human-rights">https://www.un.org/en/about-us/universal-declaration-of-human-rights</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
2.	The Organization is committed to the principles of a) Equality b) Transparency c) Result-orientated approach d) Responsibility and e) Complementarity, as endorsed by the Global Humanitarian Platform in July 2007 ( <a href="https://interagencystandingcommittee.org/other/principles-partnership-global-humanitarian-platform-17-july-2007">https://interagencystandingcommittee.org/other/principles-partnership-global-humanitarian-platform-17-july-2007</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Organization will not discriminate against any person or group on the basis of race, colour, sex, sexual orientation, gender, gender identity, language, religion, political or other opinion, national, ethnic or social origin, property, health, disability, birth, age or other status.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Organization ensures that all its employees, personnel, contractors and sub-contractors comply with the standards of conduct listed in Section 3 of the UN Secretary-General’s Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse ( <a href="https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf">https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Organization and its Management <sup>4</sup> are not included on the Consolidated United Nations Security Council Sanctions List, and have not supported and do not support, directly or indirectly, individuals and entities sanctioned by the Security Council or otherwise engaged in activities prohibited by a Security Council resolution adopted under Chapter VII of the Charter of the United Nations ( <a href="https://www.un.org/securitycouncil/content/un-sc-consolidated-list">https://www.un.org/securitycouncil/content/un-sc-consolidated-list</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Organization and its Management are not involved in any of the following:		
	a. fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organisation;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>

<sup>4</sup> “Management” means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders

	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Organization or its Management).	<input type="checkbox"/>	<input type="checkbox"/>
7.	The Organization and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct.		
8.	The Organization and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
9.	The Organization and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
10.	The Organization and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business ( <i>creating a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>
11.	The Organization and its Management have not been the subject of a final judgment or a final administrative which found the Organization was created with the intent referred to in point (11) ( <i>being a shell company</i> ).	<input type="checkbox"/>	<input type="checkbox"/>

IOM reserves the right to disqualify the Organization, suspend or terminate any partnership or other arrangement between the IOM and the Organization, with immediate effect and without liability, in the event of any misrepresentation made by the Organization in this Declaration. It is the responsibility of the Organization to immediately inform IOM of any changes in the situations declared above.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of [contractual arrangements between IOM and the Organization](#).

NAME:	
TITLE:	
SIGNATURE AND DATE:	



# Section VII. Implementation Agreement

LEG-B.1. PROJECT

IMPLEMENTATION AGREEMENT (updated 25 January 2024)

IOM office-specific Ref. No.	
IOM Project Code	

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

This Project Implementation Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO] (hereinafter referred to as “**IOM**”) and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction**

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page) including information on the funding Donor as relevant.]

**2. Integral Documents**

The following documents form an integral part of this Agreement:

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

**3. Scope of the Agreement**

The Implementing Partner shall carry out the Project as described in the Project Document (Annex A), in accordance with the Project Budget (Annex B). The Implementing Partner shall commence the activities on [date] and fully and satisfactorily complete them by [date].

**4. Responsibilities of IOM**

As specified in more detail in the Project Document, IOM undertakes to:

- 4.1 [List all the responsibilities of IOM under this Project]
- 4.2
- 4.3

## 5. Responsibilities of the Implementing Partner

As specified in more detail in the Project Document, the Implementing Partner undertakes to:

- 5.1 [List all the activities of the Implementing Party under this Project]
- 5.2 ...
- 5.3 ...

## 6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing [Name of the project] (the “**Project**”) from [start date of project] to [end date of project] in the maximum amount of [currency code] [insert amount] ([insert currency and amount in words]) (the “**Contribution**”) in accordance with the Project Budget (Annex B).
- 6.2 Subject to receipt of the funds by IOM from the funding Donor of the Project, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:
  - (a) The first instalment in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days after signature of this Agreement and upon IOM’s receipt of the Implementing Partner’s payment request.
  - (b) The second instalment of in the amount of [currency code] [XXX] (amount in words) shall be due within fifteen (15) calendar days of IOM’s receipt and approval of the interim report as described in Article 7, subject to IOM’s receipt of the request for payment and IOM’s verification of successful completion of the following Project activities:
    - (i) [list deliverables tied to this payment]
    - (ii) ...
    - (iii) ...
  - (c) The final instalment in the maximum amount of [Currency code] XXX (Amount in words), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be due within fifteen (15) calendar days of completion of the Project, subject to IOM’s receipt and approval of the final report as described in Article 7, IOM’s receipt of request for payment and IOM’s verification of successful completion of all Project activities.

- (d) If at the end of the reporting period covered by an interim report, less than 70% (seventy per cent) of the previous instalments provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the upcoming payment instalment shall be reduced by the unutilized portion of the previous payment instalments, unless the Implementing Partner justifies with a Project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- 6.3 Any excess funds received by the Implementing Partner under this Agreement which are reported in the final financial report by the Implementing Partner as not utilized for Project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 6.4 All payables under this Agreement are due in [currency code]. *[In case the payment is requested by the partner in local currency and that is different from the currency of the budget, please add the following wording:]* IOM will convert the [contract currency] payable to [local currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.
- 6.5 Payment shall be made by bank transfer in [Name of currency] (Currency code) to the following bank account:
- Bank Name:
  - Bank Branch:
  - Bank Account Name:
  - Bank Account Number:
  - Swift Code:
  - IBAN Number:
- Any change to the bank account shall be formalized by an amendment to this Agreement.
- 6.6 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative or the competent bodies of the funding Donor(s) of the Project 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 Implementing Partner shall be available for interviews.
- 6.7 Any expenses found ineligible under the terms of this Agreement by IOM or by the funding Donor(s) of the Project, shall be returned to IOM within 30 days from IOM's written notification on the ineligibility of the expenses.
- 6.8 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Contribution until the Implementing Partner has

completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions in Articles 8.1, 8.2, or 8.3 of this Agreement, or pending a compliance review by IOM.

## 7. Reporting

### 7.1 Financial Report

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

*ALTERNATIVE CLAUSE in case project duration exceeds 12 months or, due to donor reporting requirements, more than one interim report is required:*

7.1.1. Certified interim financial reports shall be submitted to IOM in accordance below schedule. The interim financial reports shall present how the Contribution from IOM has been used from the start date of the Project up to the reporting date.

Interim Report	Reporting Due Date	Reporting Period
1 <sup>st</sup> Interim Report	e.g. 30 June 202X	
2 <sup>nd</sup> Interim Report	e.g. 31 December 202X	
3 <sup>rd</sup> Interim Report	e.g. 30 June 202Y	

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

7.1.3 All expenses included in the interim or final financial reports by the Implementing Partner must meet the following minimum criteria:

- (a) They are incurred in accordance with the provisions of this Agreement; and
- (b) They are necessary for carrying out the activities as described in the Project Document; and
- (c) They are foreseen in the Project Budget; and
- (d) They are incurred during the implementation period of this Agreement; and
- (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (f) They are identifiable, verifiable and recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents.

7.1.4 As part of the financial report verification and approval process, IOM retains the right to receive certified copies of all documents supporting the expenses reported by the Implementing Partner.

### 7.2 Narrative Report

- 7.2.1 Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Project during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.
- 7.2.2 The final narrative report shall be submitted to IOM no later than [Date (B)] and shall summarize the whole Project and state to what extent the objectives of the Project have been achieved.
- 7.3 The Implementing Partner shall give IOM all information on the Project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

## **8. Warranties**

- 8.1 The Implementing Partner warrants that:
- (a) It is an organization 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 activities in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Implementing Partner shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
  - (h) It has or shall take out relevant insurance coverage for the period the activities are provided under this Agreement;
  - (i) The Contribution specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder.

The Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;

- (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 Implementing Partner becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (k) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Implementing Partner will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (l) 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 United Nations Security Council Consolidated List (the "UN Sanctions List") and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner determines there are allegations and suspicions 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. The Implementing Partner shall ensure that this requirement is included in all subcontracts.

8.2 The Implementing Partner warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Implementing Partner shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;

- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, 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;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

#### 8.4 The Implementing Partner further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the "SG Bulletin"),<sup>5</sup> and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,<sup>6</sup> by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Implementing Partner to perform activities under this Agreement ("Associated Personnel");
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;

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<sup>5</sup> Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

<sup>6</sup> UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

8.5 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, its employees or its Associated Personnel, of any provision contained in Articles 8.1, 8.2 or 8.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Implementing Partner all losses suffered by IOM in connection with such breach.

8.6 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Implementing Partner, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Implementing Partner or national authorities. The Implementing Partner shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Implementing Partner's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Implementing Partner's premises at reasonable times and on reasonable conditions in connection with such access to the Implementing Partner's personnel and relevant documentation. The Implementing Partner shall require its agents, including, but not limited to, the Implementing Partner's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

## **9. Assignment/Subcontracting**

9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Implementing Partner without approval in writing by IOM may be cause for termination of the Agreement.

9.2 Notwithstanding such written approval from IOM, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Implementing Partner shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Implementing Partner remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **10. Procurement Rules**

10.1 When awarding contracts, the Implementing Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Implementing Partner shall evaluate the offers received against objective criteria which



enable measuring the quality of the offers and which take into account the price and the aim of contracting the bidder offering the best value for money based on required technical specifications.

- 10.2 The Implementing Partner shall be responsible for the procurement of goods, services and works for the activities and shall own any such goods.
- 10.3 The Implementing Partner shall ensure that its procurement procedures are no less rigorous than those outlined in this Article 10 and are in conformity with the following minimum rules:
- (a) The Implementing Partner shall prepare detailed specifications of the goods, services and works required for Project activities;
  - (b) Tenders for goods, works and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods, services or works to be procured;
  - (c) The Implementing Partner shall implement reasonable measures to ensure that potential vendors shall be excluded from participation in a procurement or award procedure, if:
    - i. they are subject to the UN Sanctions List or in violation of any other applicable anti-terrorism legislation; or
    - ii. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 10.4 The Implementing Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.
- 10.5 IOM may conduct spot-checks of any procurement case file at any time and request to see documentation verifying that the procurement procedures of the Implementing Partner correspond to the standards set out in this Article.
- 10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

## **11. Delays, Defaults and Force Majeure**

- 11.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document, it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 11.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, which

means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

- 11.3 As soon as possible after the occurrence of a *force majeure* event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the *force majeure* event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of *force majeure*, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 11.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

## **12. Independent Contractor**

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

## **13. Confidentiality**

- 13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles (Annex C) in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Implementing Partner, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project, to the extent required by IOM's donor/s or auditors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.
- 13.3 IOM in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:
- IOM: XM-DAC-47066

- Implementing Partner:

#### 14. Intellectual Property

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

#### 15. Notices

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

**International Organization for Migration (IOM)**

Attn: [Name and title/position of IOM contact person]

Address: [IOM's address]

Email: [IOM's email address]

**[Full name of the Implementing Partner]**

Attn: [Name and title/position of Implementing Partner's contact person]

Address: [Implementing Partner's address]

Email: [Implementing Partner's email address]

#### 16. Dispute Resolution

- 16.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 16.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 16.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 16.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.

16.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.

16.6 This Article survives the expiration or termination of the present Agreement.

## **17. Use of IOM Name, Abbreviation and Emblem**

The name, abbreviation and emblem of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any public statement or publication connected with the Project, and the content of such public statement or publication shall be approved by IOM in writing in advance.

The Implementing Partner acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

## **18. Status of IOM**

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

## **19. Indemnity**

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

19.2 This indemnity shall survive the expiration or termination of this Agreement.

## **20. Waiver**

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

## **21. Termination**

21.1 IOM shall be entitled to terminate or suspend this Agreement by giving [X (number in words) month's] written notice to the other Party. Notwithstanding the foregoing, where the

Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

- 21.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.
- 21.3 Upon any such termination, the Implementing Partner shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Contribution or costs incurred during the period of suspension of this Agreement.

## 22. Severability

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

## 23. Entire Agreement

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

## 24. Final Clauses

- 24.1 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 the Article on Termination.
- 24.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

## 25. 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 flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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

*For and on behalf of*

*For and on behalf of*  
[Name of Implementing Partner]

The International Organization for Migration

Signature

Signature

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Name:

Position:

Date:

Place:

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Name:

Position:

Date:

Place: