

# INVITATION TO BID (ITB)

## Provision of Events Management Services in Libya on Long Term Basis for One (1) Year

ITB Reference No: LY23-018

Country: Tripoli, Libya

Date: 13 January 2023

### SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements (TOR and Technical Specifications)

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule
- Form I: List of Available Facilities

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to **IOMLIBYAPROPOSAL@IOM.INT** no later than **27 January 2023**, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

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Name: IOM Libya Procurement

## SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
<b>1. Scope</b>	<p>Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
<b>2. Interpretation of the ITB</b>	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.</p>
<b>3. Supplier Code of Conduct</b>	<p>All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="https://ungm.org/supplier-code-of-conduct">Supplier Code of Conduct (ungm.org)</a>.</p>
<b>4. Eligible bidders</b>	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> <li>• is included in the Ineligibility List, hosted by <a href="https://ungm.org">UNGM</a>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>• is included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a>, including the <a href="#">UN Security Council Resolution 1267/1989 list</a>;</li> <li>• is included in the <a href="#">World Bank Corporate Procurement Listing of Non-Responsible Vendors</a> and <a href="#">World Bank Listing of Ineligible Firms and Individuals</a>;</li> <li>• Other sanctions lists, if applicable, as per the discretion of the IOM.</li> </ul>
<b>5. Eligible goods, works and services</b>	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
<b>6. Proprietary information</b>	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may</p>

	form part of the bid will become the property of IOM, who will not be required to return them to your firm.
<b>7. Publicity</b>	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
<b>SOLICITATION DOCUMENTS</b>	
<b>8. Clarification of solicitation documents</b>	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary.</p>
<b>9. Amendment of solicitation documents</b>	<p>At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
<b>PREPARATION OF BIDS</b>	
<b>10. Cost of preparation of bid</b>	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<b>11. Language</b>	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
<b>12. Documents comprising the bid</b>	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> <li>a) Documents establishing the eligibility of the bidder;</li> <li>b) Technical bid; and</li> <li>c) Price Schedule</li> </ul>
<b>13. Documents establishing eligibility of the bidder</b>	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM's satisfaction.
<b>14. Technical bid</b>	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
<b>15. Price Schedule</b>	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> <li>• All items and lots (if applicable) must be listed and priced separately.</li> <li>• The price to be quoted shall be the total price of the bid, excluding any discounts offered.</li> </ul>

	<ul style="list-style-type: none"> <li>• The bidder shall quote any unconditional discounts and indicate the method for their application.</li> <li>• The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements.</li> <li>• Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</li> <li>• If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.</li> </ul>
<b>16. Bid currencies</b>	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> <li>• IOM will convert the currency quoted in the bid into the IOM preferred currency (USD), in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and</li> <li>• In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.</li> </ul>
<b>17. Duties and taxes</b>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
<b>18. Bid validity period</b>	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>

<p><b>19. Bid Security (not applicable)</b></p>	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;</li> <li>● In the event the successful bidder fails: <ul style="list-style-type: none"> <li>○ to sign the Contract after IOM has issued an award; or</li> <li>○ to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.</li> </ul> </li> </ul>
<p><b>20. Joint Venture, Consortium or Association</b></p>	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> <li>● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and</li> <li>● if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul> <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's bid is the bid selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility assessment by IOM.</p>

	<p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>• Those that were undertaken together by the JV, Consortium or Association; and</li> <li>• Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>21. Only one bid</b>	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>• they have at least one controlling partner, director or shareholder in common; or</li> <li>• any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>• they have the same legal representative for purposes of this ITB; or</li> <li>• they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process;</li> <li>• they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</li> </ul>
<b>22. Alternative bids</b>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
<b>23. Pre-bid conference</b>	Not Applicable.
<b>24. Site inspection (not applicable)</b>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p>

	<p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> <li>(i) loss of or damage to any real or personal property;</li> <li>(ii) personal injury, disease or illness to, or death of, any person;</li> <li>(iii) financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<b>25. Errors or omissions</b>	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<b>26. Bidders responsibility to inform themselves</b>	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> <li>• examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;</li> <li>• review the ITB to ensure that they have a complete copy of all documents;</li> <li>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;</li> <li>• verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents;</li> <li>• attend any Pre-bid conference or site inspection if it is mandatory under this ITB;</li> <li>• fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and</li> <li>• form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.</li> </ul> <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>

<b>27. No material change(s) in circumstances</b>	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;</li> <li>• a change to any information on which IOM may rely on assessing bids.</li> </ul>
<b>SUBMISSION AND OPENING OF BIDS</b>	
<b>28. Instruction for bid submission</b>	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>
<b>29. Deadline for bid submission</b>	<p>Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<b>30. Withdrawal, substitution and modification of bids</b>	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM's cost.</p>
<b>31. Storage of bids</b>	<p>N/A</p>
<b>32. Bid opening</b>	<p>Bids will be opened by a committee formed by IOM consisting of at least three (3) personnel. Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p>



	<p>The bidders' names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
<b>33. Late bids</b>	<p>Any bid received by IOM after the deadline for submission of bids will be disqualified unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
<b>EVALUATION OF BIDS</b>	
<b>34. Confidentiality</b>	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM's decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
<b>35. Evaluation of bids</b>	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li><b>a) Preliminary Examination</b></li> <li><b>b) Evaluation of Eligibility</b></li> <li><b>c) Evaluation of Technical Bids</b></li> <li><b>d) Evaluation of prices of bids found to be substantially compliant</b></li> </ul> <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
<b>36. Preliminary examination</b>	<p>IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.</p>
<b>37. Evaluation of Eligibility</b>	<p>The eligibility of the bidder will be evaluated against the Minimum Eligibility requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).</p>
<b>38. Evaluation of technical bids</b>	<p>Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.</p>

<b>39. Evaluation of prices</b>	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.
<b>40. Post-qualification</b>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of the information provided by the bidder;</li> <li>b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder;</li> <li>f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>41. Clarification of bids</b>	<p>IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
<b>42. Responsiveness of bid</b>	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
<b>43. Nonconformities, reparable errors and omission</b>	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the</p>

	<p>necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
<b>44. Right to accept any bid and to reject any or all bids</b>	<p>IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM's action. IOM shall not be obliged to award the contract to the lowest priced offer.</p>
<b>45. Samples</b>	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
<b>AWARD OF CONTRACT</b>	
<b>46. Award criteria</b>	<p>In the event of a Contract award, IOM shall award the contract to a bidder(s) who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.</p>
<b>47. Right to vary requirement at time of award</b>	<p>At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.</p>
<b>48. Notification of award</b>	<p>Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing through email, that its bid has been accepted. Please note that the bidder, if not already registered with IOM Libya Mission will be required to complete the vendor registration process prior to the signature and finalization of the contract.</p>
<b>49. Debriefing</b>	<p>In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's</p>

	submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
<b>50. Performance security</b>	Not Applicable
<b>51. Bank guarantee for advance payment</b>	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
<b>52. Liquidated Damages</b>	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract.
<b>53. Proposal protest</b>	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to <a href="mailto:mscu@iom.int">mscu@iom.int</a> .

### SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is <b>LY23-018</b>.</p> <p>The ITB LY23-018 include the Provision of Events Management Services in Libya on Long Term Basis for One (1) Year as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of IOM's operations. In the event of IOM signing Long Term Agreement(s), the following shall apply:</p> <p>The successful bidder(s) shall accord the same terms and conditions to any other organisation within the International Organization for Migration that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is One (1) Year with the possibility of extension for up to 12 Months subject to the Service Provider's satisfactory performance and competitiveness of prices.</p> <p><b>The estimated volume to be purchased is up to Two Hundred Fifty Thousand US Dollars (USD 250,000.00) depending on funding availability and the cost of each item.</b></p> <p>LTAs are considered non-exclusive and the <b>estimated volume is based on a forecast of needs and does not constitute a commitment</b> to place orders up to the volume.</p> <p>IOM reserves the right to enter into LTAs with more than one service providers and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA Will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible bidders	Only bidders registered in Libya
5.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Procurement Unit</p> <p>Address: Hay Alkuwait, Tripoli Libya</p> <p>E-mail address: <a href="mailto:IOMLIBYAPROPOSAL@IOM.INT">IOMLIBYAPROPOSAL@IOM.INT</a></p> <p>Deadline for submitting requests for <b>clarifications/questions</b>:</p> <p>Date: 27-Jan-23</p> <p>Time: 5:00 PM</p> <p>Time zone: GMT +2</p>

		<p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Direct communication to prospective Bidders by email and posting on the website <a href="https://libya.iom.int/tenders">https://libya.iom.int/tenders</a> .</p>
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English
15.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Bidders shall be allowed to quote prices for one or more items in Items List. IOM Libya will prioritize the award for bids that have all items and in case if Bidders with all items do not succeed with all items, then partial award will be made.
16.	Bid currencies	Prices shall be quoted in <b>USD</b>
17.	Duties and taxes	<p>All prices shall:</p> <p>Be exclusive of VAT and other applicable indirect taxes.</p>
18.	Bid validity period	120 days
19.	Bid security	Not required.
20.	Alternative bids	N/A
21.	Pre-bid conference	Will not be conducted.
22.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <ul style="list-style-type: none"> <li>– Email</li> </ul> <p><b>SUBMISSION BY EMAIL:</b></p> <p>Bid submission address IOMLIBYAPROPOSAL@IOM.INT: <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 25 MB</li> <li>▪ Mandatory subject of email: <b>ITB LY23-018 Provision of Events Management Services in Libya LTA</b></li> <li>▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.</li> <li>▪ It is recommended that the entire bid be consolidated into as few attachments as possible.</li> <li>▪ The bidder should receive an email acknowledging email receipt.</li> </ul>
23.	Deadline for bid submission	<p>Date: 31 January 2023</p> <p>Time: 5:00 PM</p>

		Time zone: GMT+2
24.	Bid opening	<input checked="" type="checkbox"/> Public bid opening will not be held
25	Expected date for commencement of contract	15-Mar-23
26.	Right to vary requirement at time of award	N/A
27	Contract award to one or more bidder	IOM will award a contract to: One or more Bidders, depending on the following factors: 1- Variety of the Venues/Facility Options 2- Price
28	Type of contract to be awarded	Long Term Service Agreement See Section 6: for sample contract. <b>Note: Agreement will be signed with the Bidders(s) to secure the general terms and conditions including the prices, however, Purchase Order (PO) for services will be shared with Bidders for each request IOM Libya Mission might have.</b>
29	Conditions of contract to apply	See Section 6
30	Performance security	Not Required.
31	Advance payment	Not Allowed
32	Liquidated Damages	Will not be imposed
33	Sample Submission	<i>Not Required during the bid submission. Samples of the items will be required from companies that will pass the eligibility evaluation. Once samples are required, items shall be delivered to below address within seven (7) days:</i> <i>Hay Al Kuwait, Janzour, Tripoli, Libya</i> <i>Failing to submit samples will result bidder's bids to be disqualified.</i>

## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C: Bid Submission

### Eligibility Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
Certificates and Licences: <ul style="list-style-type: none"> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer.</li> <li>Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country.</li> <li>Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder.</li> <li>Export/Import Licenses, Quality control certification if applicable.</li> </ul>	Form D: Bidder Information



### Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule
Details of the available facilities are clearly mentioned with their capacities and locations.	Form I: List of Available Venues

### Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including consumption, installation, commissioning, special packaging, etc., where applicable).	Form H: Price Schedule

## SECTION 5: SCHEDULE OF REQUIREMENTS

### A. Terms of Reference

#### a) Background

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

IOM Libya with its Country Office in Tripoli and support offices in different cities in Libya, often uses facilities of 3<sup>rd</sup> parties for events and workshops as part of its activities.

#### b) Objectives

IOM is planning to contract Service Provider(s) for the *Provision of Events Management Services for IOM Trainings/Workshops on a Long-Term Agreement Basis*.

Service Provider is expected to provide services in their own facilities or in alternative facilities they may provide depending on the IOM Libya office.

The facilities and services will be used by IOM and 3<sup>rd</sup> parties therefore high quality of services are expected at all times.

Any facility proposed to IOM to conduct the services shall be IOM pre-approved facility. Any facility that is listed in the **pre-approved UNDSS list** (Jan 2023 version attached to this ITB as Annex 1.) will have priority to be contracted.

In case if Service Providers have training facilities that are not listed in the pre-approved UNDSS list but up to the minimum standards, can also be included in their proposals which will be subject to IOM Security Unit and UNDSS approval before any use.

Service Provider shall be responsible of all sales and collecting its fees. IOM is not responsible of any debt of any individual.

#### c) Scope of the Services

1. Service Provider shall provide facility rental and equipment to furnish the facility in order to provide full events services;
2. Service Provider shall provide supplementary services such as coffee breaks, lunch, beverages, simultaneous translation services, translation booth etc., when required by IOM;
3. Service provider shall always assign one of its staff as focal point to IOM in order to provide any request on time;
4. Service Provider shall inform IOM min. 72 hours in advance in case if there is any change required in the event details. IOM is not responsible for any additional cost that may arise due to the changes done by Service Provider;
5. Training and workshop facilities provided by Service Provider are under full responsibility of Service Provider and therefore essential services such as electricity, water and internet shall be available at all times;
6. Training and workshop facilities provided by Service Provider shall be always kept clean and cleaning personnel during the events shall be available to continue cleaning services;
7. Any training material provided by IOM or requested from the Service Provider shall be kept in Service Providers facility and shall be reported to IOM so the materials can be used in other future events. In case if there are no events planned soon, materials shall be sent to IOM Office Compound in Kay AL Kuwait, Janzour, Tripoli, Libya.

**d) Reports and Time Schedule**

1. Service Provider shall respond to IOM requests in max 48 hours after initial e-mail is sent by IOM.
2. IOM shall inform Service Providers for any cancellation min. 24 hours in advance. Otherwise, any cancellation done without notifying Service Provider before 24 hours shall be paid by IOM.

**e) Technical Specifications of the Items**

#	List of Items	Details
1	Equipped Venue Rental (up to 20 pax)	<b>Any Location in Libya</b> - Venue with tables, chairs, table and chair clothes, floor covering, sound system, flip chart, flip chart papers, microphone and isolated location
2	Equipped Venue Rental (up to 40 pax)	
3	Equipped Venue Rental (up to 60 pax)	
4	Equipped Venue Rental (more than 60 pax)	
5	Breakfast	Options of open buffet or fixed plate
6	Lunch	min. 2-3 types of meal like meat, veggies, rice plus soft drink and desert
7	Dinner	min. 2-3 types of meal like meat, veggies, rice plus soft drink and desert
8	Coffee Break (once a day)	Coffee, Tea, 2 type of mini pastries, cookies and 0.5-liter water
9	Coffee Break (Twice a day)	
10	Half Board Accommodation	Standard hotel
11	Full Board Accommodation	Standard hotel
12	Rollups 200x80 cm with preferred design	IOM will provide the design for each request
13	Flip Chart	
14	Banner 400x150 cm with preferred design	IOM will provide the design for each request
15	Banner 200x240 cm with preferred design	IOM will provide the design for each request
16	Notebook A6 size with preferred logo	IOM will provide the design for each request
17	Ballpoint Pens with preferred logo	IOM will provide the design for each request
18	16 Gb USB with preferred logo	IOM will provide the design for each request
19	Printing Certificates	IOM will provide the design for each request
20	Sharpies (colorful)	Standard quality, set of min 4 colors
21	4G with 50Mbps (up to 20 participants)	4G internet, per day
22	Video Conference System	For online meetings
23	Simultaneous Translation (Equipped) Arabic to English (vice versa)	CVs to be approved by IOM

**B. Delivery Requirements**

<b>Delivery date</b>	Bidder shall deliver the good ASAP after contract signature.
<b>INCOTERM</b>	<b>DAP</b>
<b>Customs clearance (must be linked to INCOTERM)</b>	<input checked="" type="checkbox"/> Not applicable
<b>Consignee details</b>	IOM Libya, Janzour Hay AL Kuwait office
<b>Distribution of shipping documents (if using freight forwarder)</b>	N/A

<b>Packing requirements</b>	Depending on each item and quantities, items shall be packed as needed.	
<b>Mode of transport</b>	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Land
	<input type="checkbox"/> Sea	<input type="checkbox"/> Other specify

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

## SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

### 6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

**LONG-TERM 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**, 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 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

- 1.1 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.
- 1.2 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)
  - (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

### 2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):  
 Events Management Services in Libya on Long Term Basis, including various accommodation, venue rental, supplementary services such as coffee breaks, lunch and dinner, interpretation services, visibility items etc.
- 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.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
- 2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the

Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

### 3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).
- 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 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.5 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.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold 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) 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;

- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
  - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
  - (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. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 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 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; 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.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 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 Service Provider all losses suffered by IOM in connection with such breach.

## **5. Assignment and Subcontracting**

- 5.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding such written approval from IOM, the Service Provider 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 Service Provider 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 Service Provider remains liable as a 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.

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

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider’s outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM’s rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider’s obligation to perform further Services in accordance with the Agreement.



- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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.
- 6.4 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.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

#### **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 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, stores or otherwise processes 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 IOM's donors 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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Service Provider]**

Attn: [Name and title/position 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, Abbreviation and Emblem**

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider 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 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

#### **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. Indemnity**

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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 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 in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

#### **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. 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.

## 20. Final Clauses

20.1 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.

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

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

*For and on behalf of*  
The International Organization for  
Migration

Signature

*For and on behalf of*  
[Name of Service Provider]

Signature

\_\_\_\_\_  
Name:  
Position:  
Date:  
Place:

\_\_\_\_\_  
Name:  
Position:  
Date:  
Place:

## **SECTION 7: BIDDING FORMS**

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form C: Bidder Information**

**Form E: Joint Venture / Consortium / Association Information**

**Form F: Eligibility and Qualification**

**Form G: Technical Bid**

**Form H: Price Schedule**

**Form I: List of Available Facilities**

## FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To:

Email:

From: IOM Libya Proposal

Subject ITB reference LY23-018.

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a bid.
<input type="checkbox"/>	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information:	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to email LY23-018.

## FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

### Technical bid:

<b>Have you duly completed all the returnable bidding forms?</b>	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Bidder Information?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
--------------------------	--------------------------

# FORM C: BID SUBMISSION

Name of bidder:		Date:	
ITB reference:	LY23-018		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. **LY23-018**. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is.....

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply  
.....
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: .....

## BIDDER'S DECLARATION OF CONFORMITY<sup>1</sup>

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.

<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation



Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.


Signature: \_\_\_\_\_

Name:

Title:

Date:

FORM D: BIDDER INFORMATION



### VENDOR INFORMATION SHEET

**Registered Vendor Name\*:** \_\_\_\_\_

**Other Names/Acronyms** \_\_\_\_\_

**Address\***

House No \_\_\_\_\_

Street Name \_\_\_\_\_

ZIP/Postal Code\* \_\_\_\_\_

City\* \_\_\_\_\_

Region\* \_\_\_\_\_

Country\* \_\_\_\_\_

**Contact Information**

Company Tel/Mobile: \_\_\_\_\_

Company Email: \_\_\_\_\_

Company Website: \_\_\_\_\_

**Industry Category\*:**

☐ 0100 - Commercial Vendors

☐ 0200 - National CSOs

☐ 0300 - National Government Entities

☐ 0400 - International CSOs

☐ 0500 - International Organizations - Non-UN

☐ 0600 - UN entities

☐ 0005 - Individual Consultant/Non-Staff

**Business Type\*:**

☐ Direct Producer/Manufacturing

☐ Reseller/Distributor/Service Provider

**Provide Services/Goods Internationally\***

☐ Yes ☐ No

**Disability-inclusive\***

☐ Yes ☐ Not applicable

**Women-owned/controlled\***

☐ At least 51% women-owned/controlled

☐ Less than 51% women-owned/controlled

☐ Not applicable

**Product Categories (check all applicable)\***

☐ Agriculture, Livestock and Fisheries

☐ Chemicals

☐ Clothing and Luggage

☐ Construction

☐ Consultancy and Contracted Services

☐ Finance and Administration

☐ Food and Beverage

☐ Fuels and Derivatives

☐ Furniture

☐ Hospitality, Events

☐ Insurances

☐ IT and Communications

☐ Land and Buildings

☐ Learning, Training and Recreation

☐ Legal and Investigation

☐ Logistics and Warehousing

☐ Media and Printing

☐ Medical, Drugs and Pharma

☐ NFIs – Household and Camps

☐ Office Equipment and Supply

☐ Personal Care

☐ Power Supply and Electric

☐ Quality Control and Environment

☐ Security

☐ Social and Humanitarian Services

☐ Tickets

☐ Tools and Machinery

☐ Vehicles and Accessories

**Vendor No.** \_\_\_\_\_

Internal to IOM

**Notes**

All fields marked with \* are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).

Vendor Name - should match IDs or registration documents.

If there is insufficient space, please use the Other Information section.

**UNGM No.** \_\_\_\_\_ <https://www.ungm.org/UNUser/Home>

**UN Partner Portal Reference** \_\_\_\_\_ <https://www.unpartnerportal.org>

**Registration Date** \_\_\_\_\_ *Main Country of Operations (dd-mmm-yyyy)*

**Licensing Auth./Type** \_\_\_\_\_ **License No.:** \_\_\_\_\_ **Reg. Date:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_

*For additional licenses, please use the Other Information Section* *dd-mmm-yyyy* *dd-mmm-yyyy*

**Partner Entities** (indicate if there are other relevant business partner accounts already registered in IOM. *Format: Account Number-Name*)

Same entity registered in another office \_\_\_\_\_

Parent company \_\_\_\_\_

Subsidiaries/Branches \_\_\_\_\_

**Other Information:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## VENDOR INFORMATION SHEET

### Section II: Payment and Banking Information

#### Payment Details

Payment Method\* ☐ Bank Transfer ☐ Check\*\* ☐ Cash\*\* ☐ Others\*\*

Justification for Non-Bank Payment Method\*\*

#### Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.  
Non-bank payment methods require justification.

#### Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name

Bldg and Street

City

Postal Code

Country

Bank Account Name

Bank Keys

Account Currency

Bank Account No.

\*Depending on the country

Swift Code/BIC (accounts outside U.S.A.)

IBAN Number (mandatory for banks in Europe)

Clearing No. (CHF accounts in Switzerland)

ABA No. for ACH (USD accounts in U.S.A.)

Bank Branch Code

#### Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

**If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM**

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Printed Name

Signature

Position/Title

Date

**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION**

Name of bidder:		Date:	.
ITB reference:			

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information ( <i>address, telephone numbers, fax numbers, e-mail address</i> )	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1		
2		
3		

<b>Name of leading partner</b>  (with authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution)	Click or tap here to enter text.
--	----------------------------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:		Date:	
ITB reference:			

*If JV/Consortium/Association, to be completed by each partner.*

## History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

## Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

## Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

--	--	--	--	--

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

#### Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
<b>Latest Credit Rating (if any), indicate the source and date.</b>			

<b>Financial information</b> (state currency)	<b>Historic information for the last 3 years</b>		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Goods, works and/or services to be Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date	Quality Certificate/Export Licenses, etc.	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)	(confirm that you comply or indicate your delivery date)	(indicate all that apply and attach)	

Other Related services and requirements (based on the information provided in Section 5)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
e.g. Delivery Term			
Warranty			
Local Service Support			

**FORM H: PRICE SCHEDULE**

Name of bidder:

Date:

ITB reference: LY23-018

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

**Bid Summary**

#	List of Items*	Qty	Unit*	Proposed Venue Name/(s)*	City	Remarks (Please insert brief details that are included with the price)*	Unit Price (USD)
1	Equipped Venue Rental (up to 20 pax)	1	Per day				
2	Equipped Venue Rental (up to 40 pax)	1	Per day				
3	Equipped Venue Rental (up to 60 pax)	1	Per day				
4	Equipped Venue Rental (more than 60 pax)	1	Per day				
5	Breakfast (open buffet or fixed)	1	Per day/pax				
6	Lunch (min. 2-3 types of meal, soft drink and desert)	1	Per day/pax				
7	Dinner (min. 2-3 types of meal, soft drink and desert)	1	Per day/pax				
8	Coffee Break (once a day)	1	Per day/pax				
9	Coffee Break (Twice a day)	1	Per day/pax				
10	Half Board Accommodation	1	Per day/pax				
11	Full Board Accommodation	1	Per day/pax				
12	Rollups 200x80 cm with preferred design	1	Piece				
13	Flip Chart with papers	1	Set				
14	Banner 400x150 cm with preferred design	1	Piece				
15	Banner 200x240 cm with preferred design	1	Piece				
16	Notebook A6 size with preferred logo	1	Piece				
17	Ballpoint Pens with preferred logo	1	Box of min 20 pcs				
18	16 Gb USB with preferred logo	1	Piece				
19	Printing Certificates	1	Piece				
20	Sharpies set of 4 pieces	1	set				
21	4G with 50Mbps (up to 20 participants)	1	Per day				
22	Video Conference System	1	Set/per day				
23	Simultaneous Translation (Equipped) Arabic to English (vice versa)	1	Person/per day				

**\*Note: Bidders may prepare additional price list for the multiple facility, venue and any other complementary services options they may have, using same column details and share together with their financial proposal.**

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text should IOM accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_



**Form I: List of Available Venues****LY23-018 LTA for Events Management Services in Libya**

Company Name:

List of Bidder owned venues			
#	Name of the Venue	Location	Venue Capacity (pax)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

List of Venues Bidder can Subcontract				
#	Name of the Venue	Location	Venue Capacity (pax)	Subcontracted From (Owner details)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Signature and Stamp

**Annex 1 to LY23-018**  
**January 2023 Updated UNDSS Approved Facilities**

Hotel	Accommodation	Meetings/Events
<b>Tripoli</b>		
Peacock Hotel	Yes	Yes
Palm City Residence	No	Yes
Corinthia Hotel	No	Yes
Radisson Blu Hotel / Al Mahary Hotel	No	Yes
Bab al Bahr Hotel	No	Yes
Al Waddan Hotel	No	Yes
Haroon Hotel	No	No
Four Points by Sheraton	No	Yes
<b>Misrata</b>		
CIT	Yes	Yes
Al-Baraka Hotel	No	No
<b>Benghazi</b>		
Tibesti	On Hold for International Staff	Yes
Al Nouran Hotel	On Hold for international Staff	Yes