REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)
For Simple Assignments

SERVICES FOR

E-learning Course Production

RFP LY21-305

Prepared by



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

IOM Libya Mission

18 Nov 2021

REQUEST FOR PROPOSALS RFP No.: LY21-305

Mission: IOM Libya

Project Name: Community Stabilization

Title of Services: *E-Leaning Course Production*



Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Community Stabilization Program* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *E-Learning Course Production*. More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

Section I. Instructions to Service Providers/ Consulting Firms

Section II. Technical Proposal – Standard Forms

Section III. Financial Proposal – Standard Forms

Section IV. Terms of Reference

Section V. Standard Form of Contract

The Proposals must be delivered by E-mail to <u>iomlibyaproposal@iom.int</u> on or *before 04 Dec 2021*. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

IOM Libya Procurement Unit

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

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Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

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

2. Corrupt, Fraudulent, and Coercive Practices

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

- contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

- 3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:
 - A Bidder has controlling shareholders in common with another Bidder;
 - A Bidder receives or has received any direct or indirect subsidy from another Bidder;
 - A Bidder has the same representative as that of another Bidder for purposes of this bid:
 - A Bidder has a relationship, directly or through third parties, that puts them in a
 position to have access to information about or influence on the Bid of another or
 influence the decisions of the Mission/procuring Entity regarding this bidding
 process;
 - A Bidder submits more than one bid in this bidding process;
 - A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers/ Consulting Firms who received this RFP.
- 4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent Electronically to iomlibyaproposal@iom.int at least three (3) calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond Electronically to the said request and this will be made available to all those who received this RFP without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:
 - a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:
 - a) If a Service Provider/ Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *minimum 3 years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).
 - a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *three years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.
- 6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, service providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5) such as *[insert list of reimbursable items]*. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may reimburse the Service Provider/ Consulting Firm for any such taxes. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *USD* or *EURO*.
- 7.5 The Financial Proposal shall be valid for 90 calendar days. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Technical and Financial Proposals shall be prepared electronically. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit one electronic copy of the Proposal.
- 8.4 Proposals must be received by iomlibyaproposal@iom.int. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM.
- 8.5 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Procurement Unit. The Financial Proposal shall remain unopened until all submitted Technical Proposals are opened and evaluated.

9. Evaluation of Proposals

9.1 After the Proposals have been submitted to the Procurement Unit and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any Procurement Unit staff, regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *forty five* (45) *calendar days* after the deadline for receipt of proposals.
- 10.2 The Procurement Unit shall evaluate the Proposals on the basis of their

responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

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

Points

- (i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment:
- (ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:

a) Technical approach and methodology	25
b) Work plan	25
c) Organization and staffing	10
Total points for criterion (ii):	60

(iii) Key professional staff qualifications and competence for the assignment

Total points for criterion (iii): 20

Total weight: 100%

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

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
 - a) late submission, i.e., after the deadline set
 - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals will not be opened.
- 11.2 The Procurement Unit shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.3 The Procurement Unit will correct any computational errors. In case of a

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

11.4 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$Sf = 100 \times Fl / F$

Where:

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

Fl - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

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

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

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM

expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.

14. Confidentiality

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

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: Procurement Unit

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *E-Learning Course Production* in accordance with your Request for Proposal (RFP) dated *18 Nov 2021* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

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

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

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

We remain,

Yours sincerely,

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

TPF – 2: Service Providers/ Consulting Firms Organization

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

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

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff						
Name	Position	Task				

2. Support Staff						
Name	Position	Task				

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position:
Name of Firm:
Name of Staff:
Profession:
Date of Birth:
Years with Firm/Entity:Nationality:
Membership in Professional Societies:
Detailed Tasks Assigned:
Key Qualifications: [Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]
Education: [Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]
Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]
Languages: [For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Date:
[Signature of staff member and authorized representative of the firm] Day/Month/Year
is sharing of staff member and annotized representative of the firm Day month feat
Full name of staff member:Full name of authorized representative:

TPF-6: Time Schedule for Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)
Full-time: Reports Due: Activities Duration: Location		Part-time:				liana) ture			of			Α,,	ıth or	igad Poprosontativa
						Signa Ful tle :	ll Na	ıme:							rized Representative

TPF-7: Activity (Work) Schedule

A. Fi	A. Field Investigation and Other Activities													
	A 40 04 (\$\$7		Duration											
No.	Activity/Wor k Description	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10t h	11t h	12t h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Repo	orts	Date
1.	Inception Report	
2.	Interim Progress Report (a) First Status Report (b) Second Status Report	
3.	Draft Report	
4.	Final Report	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: Procurement Unit

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *E-Learning Course Production* in accordance with your Request for Proposal (RFP) dated *18 Nov 2021* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes, which we have estimated at [Amount(s) in words and figures].

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

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

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

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

We remain,

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

FPF-2: Summary of Costs

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

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ²	Description: ³				
Cost Component	Costs				
	Currency	Amount			
Remuneration ⁴					
Reimbursable Expenses ⁴					
Subtotals					

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

Authorized Signature:

Name and Title of Signatory:

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-7.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

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

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

Authorized Signature:

Name and Title of Signatory:

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

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

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

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

Authorized Signature: Name and Title of Signatory:

² Indicate unit cost and currency.

Section IV. Terms of Reference

I. PRODUCTION INFORMATION		
Production Output	Development of E-learning Courses on Non-profit Financial Management, and Organizational Effectiveness & Project Management	
Location	Libya/Tunisia	
Duration of the Assignment	To be Negotiated. All works are expected to be completed latest by the end of April 2022.	

II. BACKGROUND INFORMATION AND OBJECTIVE

Established in 1951, the International Organization for Migration (IOM) is the leading intergovernmental organization in the field of migration and is committed to the principle that humane and orderly migration benefits and society. The IOM community stabilization unit is committed to enhancing local ownership and encouraging constructive inter and intracommunity interactions. Over four years, IOM has supported processes that foster trust and empower local communities to cooperate around common interests, improving social cohesion. To date, IOM has implemented more than 190 multi-sectoral interventions responding to a range of community-prioritized needs including community improvement and engagement activities, trainings, and grants.

UNDP is the United Nations global development network advocating for sustainable development and inclusive economic growth. UNDP started to work in Libya in 1976. UNDP helps countries to simultaneously reduce poverty and achieve sustainable development that leads to transformational change, bringing about real improvements in people's lives. Amidst political instability and the deteriorating humanitarian situation, UNDP is committed to supporting stabilization efforts in Libya and bridging the critical period of transition, from humanitarian relief to sustainable development and democratic governance. UNDP's goal is to ensure early recovery and rapid return to sustainable development pathways in Libya through promoting the sustainable rehabilitation of key infrastructure in the country; enhancing local capacities to improve basic services delivery; and expanding sustainable livelihoods for groups most in need. Recognizing the existing economic challenges faced by individuals and communities at the local level, aggravated by the impact of Covid-19 and necessary government restrictions, IOM and

organizations focused on contributing to improving livelihoods at the local level. Due to the rising rate of Covid-19 cases across the country, a capacity building workshop will be implemented through e-learning modules covering project and financial management, organizational development, and best practices of full project cycle implementation. Expert trainers will develop all materials and work with the selected contractor in the development of appropriate graphic design and interactive components.

UNDP will implement a project aiming at to improving the capacity of Libyan civil society

II. OBJECTIVE OF THIS ASSIGNMENT

The objective of this Call for Proposals is to transform the training materials of an IOM-UNDP capacity building programme for Civil Society Organizations into Arabic and English through implementation of highly interactive e-learning (with possible elements of blended learning virtual classroom) made available on a recognized Learning Management Software (LMS). The

capacity building materials were effective in the face-to-face environment, and there is an expectation that through an e-learning environment the interaction and engagement of Civil Society Organizations will remain high.

III. SCOPE OF WORK AND RESPONSIBILITES

RESPONSIBILITIES

The selected contractor will liaise directly with both the IOM and UNDP program team and expert trainers for course materials and the expectation for the graphic design, preference in the training modality (video, virtual classrooms, engagement, and interactive materials).

The interactive contents will facilitate participating civil society organizations to achieve the specific learning outcomes and anticipate a certain type of engagement. These contents will consist of the most suitable and relevant short tutorial graphic/simulation, videos/audio, animation, and other presentation materials with provision of giving and receiving individual feedback, consistent engagement, completion & certification.

The contents are to be deployed on the collaboratively selected e-learning open source software. The selection of the LMS will be based on the contractor's analysis of the current situation in terms of target learners, existing qualification documents, availability and limitations of resources, access to technology, internet bandwidth ordinarily available to users in Libya (including 3G/4G cellphone connection/hotspots and intermittent connectivity), and knowledge gaps.

The learning module design should be scalable and allow further changes for the non-experts in line with the general administration set up and content creation.

Materials will be provided in Arabic and English, e-learning modules to be implemented in Arabic and English.

The scope of work will include the following responsibilities:

- Confirm the open platform based on consultation with project team and expert trainers. Preliminary feasibility study, recommendations and limitations of platforms should be expressed within proposal based on understanding of the learning objectives, engagement with users, and target users' limitations.
- Design the e-learning course based on IOM's compilation of materials developed by expert consultants. Design strategy in collaboration with the expert trainers on how to translate learning segments in videos, tutorials, screencasts, interactive modules, quizzes, etc.
- Develop the e-learning course storyboard and script for each module, as indicated below. The scripts will be based on already existing documents and materials provided by IOM and the service provider will not be required to conduct any extensive research activities to create the e-learning course's content. The design stage will contain a set of learning outcomes and content, sequencing, instructional strategies, delivery strategy and evaluation strategies to achieve the course objectives. The design will illustrate the curriculum structure from courses to units, lessons, and activities), the learning outcomes associated with each unit, and the delivery methods and formats such as interactive self-paced materials, synchronous and/or asynchronous collaborative activities to deliver each unit.
- Develop digital content that is interactive, to facilitate achievement of the specific learning outcomes. Collaborate with project team to implement recordings, videos, graphics and/or other content materials for the course. The digital content will consist of the most suitable and relevant short tutorial graphic/simulation, videos/audio, animation, and other presentation

materials with provision of giving and receiving individual feedback and certification.

- Design and develop a functional prototype (alfa, beta versions) of the e-learning course in line with IOM guidelines for IOM review and validation (at least three rounds of reviews).
- Incorporate IOM materials already available (videos, case studies).
- Produce interactive quizzes/"test your knowledge" tools for each module.
- Develop a training final test, based on content provided by IOM.
- Complete the development of the self-paced, visually compelling, and interactive learning course in line with IOM branding and technical specs provided by IOM.
- Provide a training/user manual for the project staff for modifying, enriching, or adding new content within the course module environments.

SCOPE OF WORK

- In coordination with IOM, the production partner will source relevant audio-visual content (if needed) from existing licensed media material. A limited selection of IOM licensed content is available for this purpose in IOM's Media Library (https://medialib.iom.int), in photo and video form at varied quality as well as by the IOM regional offices. If the Service Provider includes audio-visual material from other sources, it must be ensured that IOM's data protection principles are adhered to and that the Service Provider has full written legal and valid permission to use the audio-visual material.
- The e-learning course is expected to be produced in Arabic and English and will be further broken down into modules. The e-learning course will allow trainees to save progress, stop and re-start the attendance in any moment.

An example e-learning course format is provided below:

Introduction or module

- Welcome
- Course title
- Indications
- Course navigation instructions
- Course general objective
- Course general learning objective
- Course Target audience
- Target audience or audiences
- Course Map
- Number and names of modules (or other divisions)
- ➤ General duration of the full course
- Additional relevant general information (if needed)
- Connecting phrase
- Next module X: Name of the module

The content modules should have the following elements:

- Welcome
 - Course title
- Learning outcomes

- Learning outcomes
 - "...by the end of this module you will be able to:"
- Module Map
 - o Module structure and topic to be cover.
- Module content
 - o Concepts, graphics, cases, others.
- Short non graded evaluation
 - o 2-3 close questions
 - Multiple choice
 - Drag and drop
 - Others
- Summary of module X
 - o Main points you want the participants to remember
- Congratulations slide on finishing the module
 - Connecting phrase
 - Congratulations on finishing module X. Next module X: Name of the module
- **Voice over.** For the alfa version and first revision the course should have a robotic narration. For the beta version and final versions, the course should have a professional voice artist for the full narration. Voice overs in English and Arabic to use native speakers, with a preference for Libyan Arabic speaker.
- Provide text and graphic elements for the course section on IOM Platforms. This will be developed in coordination with IOM and expert consultants.
- Feature to allow trainees to save progress, stop and re-start the attendance in any moment.
- Upon completion, the e-learning course will be free and accessible.
- The course will be compliant with IOM internal guidelines on e-learning materials (IOM I-Learn Quality Assurance Checklist & Guidelines on Inclusive and Accessible Learning, IOM branding guidelines), which will be shared with the successful service provider.

Moreover,

- The service provider is responsible for the production and/or editing of the above-mentioned contents (high-quality) as outlined above.
- The service provider will be able to use existing IOM video content. A limited selection of IOM licensed content is available for this purpose in IOM's Media Library (https://medialib.iom.int), in photo and video form at varied quality and can be provided by the IOM regional offices. Prior to commencing the assignment, IOM and the service provider will discuss the available content.
- The entire e-learning production should be done by the service provider, delivering a final product ready for dissemination in optimized standards for diffusion.
- The entire development and production process will be closely coordinated with the IOM Libya providing continuous review, comments and thematic inputs support when needed.

IV. DELIVERABLES AND TECHNICAL REQUIREMENTS

E-Learning Course

- Provide all editable files and SCORM files. In the future (not within scope of this contract) IOM may wish to add more content, including case studies and videos to the developed elearning course. Thus, to the extent possible, the service provider should build in a modular design into the e-learning course structure that would later allow for editing and adding of additional content. If possible, the course courses and modules should be develop using Articulate 360 and source files should be delivered to IOM so that the E-Campus team can edit if needed the files in the future.
- Key features of the course should include:
- User management for administration, to track registration, progress and engagement of users, including generation of regular reports, dashboards and evaluations against expected learning outcomes.
- Generation of personalized certificates after successful completion of the course.
- Ability to use the training course in low-band internet environments, with preference for full offline access to materials.
- Ability to integrate synchronized or asynchronized activities and engagement in the same platform, allowing future blended learning options.
- Viewable materials on various screen sizes and rations, including smart phones and tablets, or laptops.

All tasks are to be completed by April 30, 2022. The service provider may suggest timeline for delivery of individual outputs below:

V. ELIGIBILITY

EXPERIENCE

To be eligible for consideration, interested service providers should demonstrate the following qualifications:

- a. The service provider's team must be comprised of qualified experts, with a demonstrated track record in developing quality online learning courses and animations. Overall experience of firm should be more than 5+ years;
- b. It is expected that the team have experience developing animations/online learning in low-bandwidth environments and have knowledge of delivering online learning in developing countries.
- c. The firm should have a strong project management ability and excellent communication skills.
- d. References and examples of past work are required and should be included in the proposal.

GENERAL REQUIREMENTS

Working closely with IOM, the service provider must abide by the following general requirements:

- a. All work must be completed as per the IOM's technical specifications. Use of Articulate 360 is preferred for the course development.
- b. The service provider must have expertise and experience with Articulate 360 and integrating with the LMS systems.

- c. Content should be designed and developed in a manner to support use in local suppliers' offices which may share bandwidth access to the Internet.
- d. Development must be done in such a way as to fully integrate with the learning management system. This integration should include setting completion requirements, tracking use, maintaining progress, etc. The LMS is SCORM 1.2 compliant and learning content must be delivered in a SCORM 1.2 package. SCORM-compliant content must include a fully structured manifest file identifying all assets used in the learning content.
- e. The service provider is requested to present any suggestions or comments on how to improve the course design as well as the presentation of content through dynamic tools, interactive concept maps, functionality and/or aesthetic touches.
- f. IOM will own copyright for all materials developed or included in the online learning program. All source materials and editable files for the developed products must be delivered to the IOM upon completion of the project.

VI. RESERVATIONS, CONFIDENTIALITY AND INTELLECTUAL PROPERTY

IOM reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/output is incomplete, not delivered, or for failure to meet deadlines. In the event of the service provider ending the contract prior to delivering all agreed upon products, a portion of the payments shall be returned to IOM.

The service provider undertakes to maintain confidentiality on all information that is not the public domain and shall not be involved in another assignment that represents a conflict of interest to the prevailing assignment. The service provider shall undertake to refrain from promoting any political or religious beliefs in the e-learning course which is the subject of the contract.

All intellectual property and other proprietary rights including, but not limited to, copyrights and ownership of data and content 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.

Section V – Pro-forma Contract

GPSU.SF.19.20

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

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

[Type of Services]

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

1. Introduction and Integral Documents

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

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

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

2. Services Supplied

2.1 The Service Provider agrees to provide to the IOM the following services (the "Services"):

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

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

3. Charges and Payments

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

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of 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.

4.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other

personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.
- 4.3 The above warranties shall survive the expiration or termination of this Agreement.

5. Assignment and Subcontracting

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

6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event,

the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. **Independent Contractor**

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

8. Audit

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

9. Confidentiality

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

10. **Intellectual Property**

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. **Dispute resolution**

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

13. Use of IOM Name

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

14. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

15. Guarantee and Indemnities

- 15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. Waiver

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

17. Termination

- 17.1 IOM may terminate this Agreement at any time, in whole or in part.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

18. Severability

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

19. Entirety

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

20. Special Provisions (Optional)

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

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

21. Final clauses

- 21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 21.2 Amendments may be made by mutual agreement in writing between the Parties.

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

Signature

Name
Position

Position

Date
Place

For and on behalf of

[Full name of the Service Provider]

Signature

Name
Position
Date
Place