

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

SERVICES FOR

*Provision of Internet Services for IOM Hay Alandalus and Hay Alkuwait offices
for 12 months in Tripoli, Libya (Optic Fibers)*

Ref# LY22-114

Prepared by



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

IOM Libya Mission

23 Mar 2022

REQUEST FOR PROPOSALS
RFP No.: LY22-114

Mission: *Libya*

Project Name: *Service Agreement*

WBS: to be Projectized

Title of Services: *Provision of Internet Services for IOM office in Hay Al Kuwait and IOM-CTG office in Hay Al-Andalus for 12 months in Tripoli, Libya*

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Internet Service for IOM office in Hay Al Kuwait and IOM-CTG office in Hay Al-Andalus for 12 months in Tripoli, Libya* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services as per the Terms of reference.

<i>Item No.</i>	<i>Item Description</i>	<i>Details</i>
1	Internet Service for IOM -CTG Hay Al-Andalus office	1 line 20Mbps upload/download leased line Dedicated (unlimited download).with 8 public IPs
2	Internet Service for IOM Hay Al-Kuwait office	2 lines (50Mbps upload/download leased line Dedicated (unlimited download). with 8 public IPs

Important information to Vendors and suppliers:

- Deadline of RFQ: **1 April 2022**
- Bid offer currency: USD
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int
- Service providers must attend mandatory Site Visit on specified dates as detailed in TOR.
- The financial offer should be valid for 12 Months.
- The vendor must provide bank statements or audited financial statements for the previous 3 financial years as per Vendor Information Sheet Annex D.
- All clarifications to be send via iomlibyaproposal@iom.int latest by 30 Mar 2022 at 1700hrs Libya time.
- Vendor Eligibility Evaluation will be done based on the Vendor information sheet completed annex E

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

The RFP includes the following documents:

- Annex A. Technical Proposal Form
- Annex B. Financial Proposal Form & Price List
- Annex C. Terms of Refence (TOR)
- Annex D. Vendor Information Sheet

Annex E. PO for Services and its Terms and Conditions

The Proposals must be delivered through e-mail to iomlibyaproposal@iom.int on or *before 30 Mar 2022, at 1700Hrs Libya Time*. 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.

IOM Libya Procurement

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

Section I - Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers 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 Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers 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 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.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report.

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 through IOM Libya Website.
- 4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent by email to iomlibyaproposal@iom.int latest by 1st April 2022 at 1700hrs Libya time. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all service providers through IOM Libya Website without identifying the source of the inquiry.

5. Preparation of the Proposal

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

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider 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 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.
- 6.2 The Technical Proposal shall be supported with additional documents containing the following information:
- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) A description of the approach, methodology and work plan for performing the assignment.
 - c) The list of proposed Professional Staff team by area of expertise, who will be the focal point for this service.
 - d) Latest CV signed by the proposed professional staff and the authorized representative submitting the proposal for the Operations /IT Manager or the focal point for this service.
- 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 Form and Price List (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the PO. If such is the case, IOM may reimburse the Service Provider 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 PO.
- 7.4 Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *at least 12 months* During this period, the Service Provider is expected to keep available the Internet Service 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 has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Proposal (both Technical and Financial Proposals) shall be prepared electronically. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit Technical Proposal and Financial Proposal as appropriate.
- 8.5 Proposals must be received by IOM via e-mail iomlibyaproposal@iom.int on or before 1 April 2022 COB Libya time. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by IOM Procurement Unit.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to IOM and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any IOM staff member, regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract/PO may result in the rejection of the Service Providers 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 *Fifteen (15) working days* after the deadline for receipt of proposals.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the described services, compliance to the requirements of the RFP and by applying an evaluation criterion, 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 described services or if it fails to achieve the minimum technical qualifying score which is *70*.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

Criteria		Score
1. Specific experience of the Service Providers relevant to the assignment: [Max 30 points]		
1) Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. Provision of Internet Services carried out on behalf of UN, NGOs, diplomatic missions and INGOs)	4 or more past or current assignments involving Provision of Internet Services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	30
	2 or 3 past assignments involving Provision of Internet Services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations with similar security environment.	20
	1 past or current assignment involving Provision of Internet Services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	10
	No past or current assignments involving Provision of Internet Services with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	0
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 40 points]		
1) Organization and	Very Good presentation of organization in area of	10

staffing with a copy of the company Profile	operation i.e. Libya with suitable assignment of staff	
	Good presentation of organization in area of operation i.e Libya with suitable assignment of staff	7
	Fair presentation of organization in area of operation i.e Libya with suitable assignment of staff	3
2) Proposed Technical approach	The technical approach fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.	20
	The technical approach partially addresses ToR objectives, showing good understanding of subject matter and required processes.	10
	The technical approach fairly addresses ToR objectives, showing fair understanding of subject matter and required processes.	5
3) Delivery Schedule	Adequately shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	10
	Fairly shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	5
	Timelines unrealistic and/or deliverables inconsistent with TOR	2
	No work plan/clear delivery schedule submitted	0
3. Key professional staff qualifications and competence for the assignment: [Max 30 points]		
Qualifications and Number of years of experiences of the Project Manager	Bachelor's Degree and Experience of 5 or more Years in overseeing IT and internet provision	15
	Bachelor's Degree and Experience of 3-4 or more Years in overseeing IT and internet provision	10
	Bachelor's Degree and Experience of 1-2 or more Years in overseeing IT and internet provision	5
Qualifications and Number of years of experiences of Technical Expert	Certification in IT and Experience of 5 years or more Years IT related Operations	15
	Certification in IT and Experience of 3-4 years or more Years in IT related Operations	10
	Certification in IT and Experience of 1-2 years or more Years in IT related Operations	5

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

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

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider and services described.

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, and Financial evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP.
- 11.2 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.3 IOM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.4 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

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

Where:

Sf is the financial score of the Financial Proposal under consideration, F1 is the price of the lowest Financial Proposal, and F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

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

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 PO for Services.
- 12.2 Negotiation will include: a) discussion and clarification of the Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f)

Provisions of the PO. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the PO and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before PO negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during PO negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the PO.
- 12.6 The negotiations shall conclude with a review of the draft form of the PO which forms part of this RFP (Section V). To complete negotiations, IOM and the Service Providers shall initial the agreed PO. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a PO. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of PO for Services

- 13.1 The PO shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *01 May 2022*.

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider 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

Annex A: Technical Proposal Submission Form

[Location, Date]

To: [\[iomlibyaproposal@iom.int\]](mailto:iomlibyaproposal@iom.int)

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Internet Service for IOM office in Hay Al Kuwait and IOM-CTG office in Hay Al-Andalus for 12 months in Tripoli, Libya* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

Annex B - Price List

Price List for Internet Services in Tripoli offices			
Item Description	Details	Rate	Cost in USD
1 Internet Service for IOM - CTG Hay Al-Andalus office	1 line 20Mbps upload/download leased line Dedicated (unlimited download).with 8 public IPs	Monthly	
2 Internet Service for IOM Hay Al-Kuwait office	Supply and Installation including Equipment as a one time cost	Lumpsum	
	2 lines (50Mbps upload/download leased line Dedicated (unlimited download). with 8 public IPs	Monthly	
	Supply and Installation including Equipment as a one time cost	Lumpsum	

Section III. Financial Proposal - Standard Forms

Annex B: Financial Proposal Submission Form

[Location, Date]

To: *[iomylibyaproposal@iom.int]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for *Provision of Internet Service for IOM office in Hay Al Kuwait and IOM-CTG office in Hay Al-Andalus for 12 months in Tripoli, Libya* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from PO 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, the Draft PO, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Annex C

Terms of Reference:

1. Introduction:

The International Organization for Migration (IOM) in Libya requires reliable Internet connectivity for its premise in Tripoli. The vendor shall provide high quality of the requested Internet services and professional support services to IOM in Tripoli in full compliance with these Terms of Reference.

2. Objective:

The purpose of these Terms of Reference is to set out a detailed description of IOM's requirements for Internet connectivity services in connection.

IOM requires one or more Internet Service Provider(s) for the provision of Internet access in the IOM office in Hay Al Kuwait and Hay Al-Andalus.

3. SCOPE OF WORK:

- A Site Survey by the potential Internet service provider (ISP) to assess the existing network prior to Quotation:
 - a) **Bidders MUST carry out a site surveys between 27th until 29th of Mar 2022 from 0800 AM to 1500 PM) informing IOM Procurement Unit in advance.**
 - b) Site survey certificates will be issued after the survey exercise which MUST be submitted together with the bid.
 - c) Signed and Stamped Site Survey certificates must be provided failure to which will lead to disqualification.
- Installation and configuration of Direct Internet. Internet connectivity to be delivered to IOM by ISPs as follows:
 - a) A dedicated Gigabit Ethernet connection at the IOM office between IOM's firewall and the ISP's CPE (Customer Premises Equipment);
 - b) A local loop (Microwave Link connection), provided by the ISP, that connects the ISP's CPE to their own Point of Presence (POP); and
 - c) A logical connection over the provided CPE and the local loop to deliver Internet connectivity, which has guaranteed capacity and agreed performance rates.
- If additional equipment is required, indicate all the equipment to be supplied as IOM assets and those that remains property of provider.
- The local loop is provisioned and operated by the Service Provider and its technical support remains the responsibility of the Service Provider.
- Bidders to provide diagrams/drawings showing the structure of network they intend to deploy on the various sites clearly showing the deployment of network equipment.

4. Key Requirements:

Every ISP shall meet the following requirements:

4.1 Technical Requirements:

Response to compliance to all Technical Specifications is MANDATORY. Bidders MUST respond to ALL the technical requirements on a clause-by-clause basis stating clearly how their solution meets the requirements.

- ***1 line 20Mbps upload/download leased line***
- ***Dedicated (unlimited download).with 8***
- ***public IP and any down time that requires a back up will be at the cost of the service provider.***
- ***2 lines (50Mbps upload/download leased line Dedicated (unlimited download). with 8 public IPs***
- The service provider MUST have connection to different international Internet gateways that should offer IOM high levels of redundancy to the Internet with auto fail over mechanisms.
- The ISP must describe their link capacity to Internet, infrastructure and the way they connect to internet backbone (include all international and National links with their respective speeds)
- The ISP to Provide Microwave Link connection as the last mile access technology.
- The ISP to provide and manage the CPE to be installed in IOM premise at no cost to IOM (to remain the property and responsibility of the Service Provider).
- The ISP should provide and manage whatever local loop is required to connect from the ISP's CPE at the IOM site to the ISP's point-of-presence.
- The ISP should supply a minimum of 2 public (i.e. non-NATed) IPv4 addresses at the demarcation point. The provider may not perform a NAT or NAT-like function on traffic originated from IOM.
- A web-based network monitoring tool MUST be provided with a user-friendly GUI.
- The provider must demonstrate the ability to offer Online & Onsite Support (Whenever is needed)
- Provision of automatic failover and load balancing between the main link and the Back-up links with real time monitoring.
- The provider must provide equipment for load balancing and auto-failover at no cost to IOM (to remain the property and responsibility of the provider). This would be the demarcation point between IOM and the provider.
- The provider must provide Service Level Agreement (SLA) with proof of

4.2 SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT:

- Performance Standards – Indicate your Performance based on the following indicators:
 - Mean Time to Respond (in Minutes)
 - Mean Time to Repair (in hours)
 - Latency –IOM expects that in case of Latency, it will not exceed two hundred (200) milliseconds. Commit or clearly indicate if otherwise
 - Packet Loss – IOM will accept Packet Loss ratio not greater than 0.3%. Commit or clearly indicate if otherwise
- Service Availability –IOM expects a guaranteed aggregate Service Availability of ninety-nine percent (99%). The ISP is expected to commit to this (in writing) or clearly indicate if otherwise.

4.3 Acceptance Terms:

- The service shall be considered operational when Internet connectivity is established and the IOM Internet router can reach one or more Internet nodes to which the performance measurements are performed (as indicated in SLA). The ISP shall inform IOM when the service is operational as this will be considered as the activation date of service.
- Upon receipt of notice from the ISP of the operational status of the service, IOM shall have a minimum acceptance period of thirty (30) calendar days from the date of activation in which to accept or reject the service. During the acceptance period, all the service level requirements defined in the relevant part of section 4.2 will apply to the provision of the service and shall be monitored by IOM.
- If the services fail to meet any of the service level requirements for more than three (3) times during the 30-day acceptance period, IOM shall have the right to terminate the contract with no penalty.

4.4 Technical Support:

The ISP shall provide ongoing Help desk support (preferably in Arabic & English) throughout the office working hours/ days and weekends via web, telephone, and/or email with a guaranteed response time not to exceed an hour during working hours and 4 hours during weekends and holidays in order to meet the service level requirements specified in section 4.2. Support related to installation and maintenance of the contracted service must be free of charge.

5. Site Location

The service would be delivered in IOM office in Hay Alkuwait and IOM-CTG Office in Hay Alandalus at the following Addresses:

Office Name	City	Address
IOM Office	Tripoli	Hay Al Kuwait, Janzour, Tripoli, Libya
IOM-CTG office	Tripoli	Hay Alandalus

Annex D – Vendor Information Sheet



VENDOR INFORMATION SHEET

		Vendor No. _____
		Internal to IOM
Registered Vendor Name*: _____		
Other Names/Acronyms Address*		
House No Street Name _____		
ZIP/Postal Code* City* _____		
Region* Country* _____		
Contact Information		
Company Tel/Mobile:	_____	Contact Person: _____
Company Email:	_____	Contact Person Position: _____
Company Website:	_____	
Industry Category*:		
0100 - Commercial Vendors		0500 - International Organizations - Non-UN 0200 - National
CSOs		0600 - UN entities
0300 - National Government Entities		0005 - Individual Consultant/Non-Staff 0400 -
International CSOs		
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	Fuels and Derivatives	Legal and Investigation
	Furniture	Logistics and Warehousing
Clothing and Luggage	Hospitality, Events	Media and Printing
Construction	Insurances	Medical, Drugs and Pharma
Contracted Services	IT and Communications	NFIs – Household and Camps
Finance and Administration	Land and Buildings	Office Equipment and Supply
	Learning, Training and Recreation	Personal Care
		Power Supply and Electric Chemicals
		Quality Control and Environment
		Security
		Social and Humanitarian Services Consultancy and Tickets
		Tools and Machinery Food and Beverage
		Vehicles and Accessories
UNGM No. _____		
UN Partner Portal Reference _____		
Registration Date _____		
https://www.ungm.org/UNUser/Home		
https://www.unpartnerportal.org		
Main Country of Operations (dd-mm-yyyy)		
Licensing Auth./Type _____	License No.: _____	Reg. Date: _____ Expiry Date: _____
For additional licenses, please use the Other Information Section		
dd-mm-yyyy dd-mm-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

Standard Terms and Conditions for Purchase Order for Provision of Services

1. Acceptance of Purchase Order

- 1.1 Acceptance of this Purchase Order (PO) by the Service Provider shall effect a contract between IOM and the Service Provider (jointly, the "Parties"). The Service Provider's acknowledgement of the PO, provision of any Services under the PO, or acceptance of any Service Fee shall constitute acceptance of the PO.
- 1.2 The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms and Conditions and any Annexes (collectively, the "Agreement").
- 1.3 No additional or inconsistent provisions proposed by the Service Provider shall bind IOM unless agreed to in writing by a duly authorized IOM official.
- 1.4 In the event of a conflict between the terms of any Annex to the PO and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.
- 1.5 The PO Number must appear on all invoices and correspondence.

2. Services Supplied

- 2.1 The Service Provider agrees to provide the Services as described in the PO in accordance with the Standard Terms and Conditions and any Annexes.
- 2.2 The Service Provider shall commence the provision of Services and fully and satisfactorily complete them by the date indicated and the specifications provided in the PO and any Annexes.

3. The Service Fee

- 3.1 The Service Fee indicated in the PO shall constitute as the full consideration for the complete performance of the Services.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
- 3.3 The Service Fee shall become due after IOM's receipt and approval of the invoice, within the period stated in the PO. Payment shall be made in currency stipulated in the PO by bank transfer to the Service Provider's bank account.
- 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 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 Service Fee 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 present 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 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 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 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, 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 in accordance with the 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.

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.

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 on Termination herein 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 or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

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

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. 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 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. 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. Entry into Force; Amendments

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 the provisions on Termination.

20.2 No amendment to this Agreement shall be valid or enforceable against IOM unless it is in writing and signed by a duly authorized official of IOM.