

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

Provision of V-SAT Internet Services in Sabha & Qatrun

Ref# LY21-294

Prepared by



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

IOM Libya Mission

02 November 2021



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

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Internet Services in Sabha & Qatrun* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: *Provision of Internet Services for IOM Libya in Sabha & Qatrun*. More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- 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 through email to IOM with office address at iomlibyaproposal@iom.int on or *before 14 Nov ,2021, at 1700Hrs Tripoli Time*. No late proposal shall be accepted.

Vendors requiring any clarifications on the content of this document may notify the IOM in writing at the following email address iomlibyaproposal@iom.int on or *before 12 Nov 2021, at 1700Hrs Tripoli time*.

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

The Chairman
Bids Evaluation and Awards Committee

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

Table of Contents

Section I - Instructions to Service Providers 4

Section II – Technical Proposal Standard Forms..... 12

Section III. Financial Proposal - Standard Forms 19

Section IV. Terms of Reference..... 23

Section V – Pro-forma Contract 27

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.
- 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 (see Section IV. terms of reference).
- 1.7 Location:

Office Name	City	Address
IOM Sabha	Sabha	Gurda, In front of Alkholafaa Mosque
IOM Qatrun	Qatrun	City Center, In front of Culture Office

2. Corrupt, Fraudulent, and Coercive Practices

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

Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

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

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all through the websites this RFP published.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *three (3) working days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

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.
 - 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 *Five 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 7 (Section III)**.
- a) A brief description of the Service Providers 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 *five 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 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. Taxes shall not be included in the sum provided in the Financial Proposal as IOM is exempted from taxes.
- 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 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 has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.3 The Service Providers shall submit one electronic copy of the Proposal. The Proposals must be delivered through e-mail on or *before 14 Nov 2021 by COB Tripoli time*. The Service Providers shall name the e-mail subject as “*Quotation ‘Company Name’ LY21-294 Internet services*”.
- 8.2 Proposals must be received by IOM through iomlibyaproposal@iom.int e-mail address. 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.
- 8.3 After the deadline for the submission of Proposals, all the Proposal shall be opened first by the Procurement Unit.

9. Award of Contract

- 9.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful.
- 9.2 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. The ISP shall inform IOM when the service is operational as this will be considered as the activation date of service
- 9.3 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, will apply to the provision of the service and shall be monitored by IOM.
- 9.4 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.

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 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 criterion, sub criteria and Pass-Fail selection system.
- 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 Pass score.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the PASS or FAIL Criteria:

Criteria		Score
1. Specific experience of the Service Providers relevant to the assignment:		[Pass]
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)	2 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.	Pass
	No Experience	Fail
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference:		
1) Organization and staffing.	Presentation of organization in area of operation i.e. South Libya with suitable assignment of staff	Pass
	No presentation of organization in area of operation i.e South Libya with suitable assignment of staff	Fail
2) Proposed Technical approach and methodology	The technical approach and methodology fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.	Pass
	The technical approach and methodology poorly addresses ToR objectives, showing no understanding of subject matter and required processes.	Fail
3) Work Plan Feasibility	Adequately shows realistic timelines and deliverables for all required services consistent with requirements as outlined in the TOR.	Pass
	No work plan submitted	Fail

Service Providers are required to pass all criteria to be able to technically eligible to provide the services.

- 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 (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The Procurement Unit has the option to open the Financial proposals publicly or not.
- 11.3 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.
- 11.4 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.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be communicated to winning Bidder and invite to IOM Libya Office in Tripoli.
- 12.2 Negotiation will include:
 - a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services;
 - b) Discussion and finalization of the methodology and work program proposed by the Service Provider;
 - c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule);
 - d) Discussion on the services, facilities and data, if any, to be provided by IOM;
 - e) Discussion on the financial proposal submitted by the Service Provider; and
 - f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are

exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on **1st Jan 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

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Internet Services for IOM Libya Sebha and Gatroun Offices* in accordance with your Request for Proposal (RFP) dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers 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

Full name of staff member: _____

Full name of authorized representative: _____

TPF-6: Time Schedule for Installation and activate the service

			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: _____ Part-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location: _____

Signature of Authorized Representative:

Full Name: _____
 Title : _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11 th	12 th h	
1														
2														
3														
4														
5														

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

Costs	Currency	Amount(s)
I – Supply of Equipment & Installation costs(one off cost)	USD	
II - Monthly charges	USD	
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:

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 shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated

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

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

a) Background

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

b) Overall Objective

IOM is planning to contract an Internet Service provider to render high quality in-house respectively within the IOM Libya Sabha office and Qatroun office in a designated area will be provided by IOM free of charge.

Service Provider is expected to provide above mentioned services which are detailed in below under General Objectives to meet connection needs of IOM Sabha & Qatroun offices.

The facility will be used exclusively by people within IOM Libya Offices and no external customer will be allowed to benefit the services. The Service Provider will not be also allowed to provide services out of IOM Libya (Sabha & Qatroun) offices by using the facility.

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

c) General Objectives:

- To provide high quality in-house Internet services with reasonable fixed prices.
- To professionally manage in terms of quality connection, support once disconnection is happening.

d) Scope of the Services

1. Internet services:

The selected service provide will provide **Unlimited connection OF 1:10 DOWN/UP Speed 4/2 MBPS** in each of IOM Sabha and Qatroun office with setup the service, activate and follow-up.

2. 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. Support related to installation and maintenance of the contracted service must be free of charge.

e) **Key Staff for the Assignment and their Qualifications:**

i. **Project Manager:**

The entire operation of the contracted services shall be managed by a qualified Project Manager, who shall maintain a close contact with the IOM Logistics Unit in Sabha and Qatroun in order to coordinate the performance of the Contracted services with the needs of IOM.

The Project Manager shall be on permanently ready throughout the normal office hours of the IOM office, and on call for any emergency. He/She shall also be available & prepared to coordinate the performance of all contracted services on all days of the week.

The Project Manager is responsible for:

f) **Pricing**

- The Service provider should provide an itemized pricing for a period of 6 months.
- All prices shall be in USD.
- Price increase requests should be referred to Procurement Officers in min 6 months within the range of the market prices. Once Procurement Officers Agrees with the changes, new price lists will be approved by the IOM Management. Any change in the prices without approval of IOM may result of terminating the contract from one side.

g) **Work Conditions for Personnel**

Personnel provision is aimed at ensuring motivated staff are hired, and that salaries/fees and benefits are reasonable. IOM should be informed in advance regarding the change of any personnel working and CVs should be shared with IOM one (1) week in advance.

The Service provider shall maintain discipline at the site and at all times shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the compound and neighborhood of the IOM Offices. The IOM Logistics Unit may require in writing that the Service Provider removes from the

work place any employee that IOM deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed to be contrary to IOM interests.

h) Standards of Conduct - General.

The Service provider shall maintain satisfactory standards of employee competency conduct pertaining to cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and IOM. IOM reserves the right to direct the Service provider to remove an employee from the worksite for failure to comply with the standards of conduct. The Service provider shall immediately replace such an employee to maintain continuity of services at no additional cost to IOM.

i) Intoxicants and Narcotics.

The Service provider shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

j) Criminal Behavior & Actions

IOM reserves the right to take legal action against the Service provider and / or its employees against actual or assumed criminal actions / behaviors. These acts may include but are not limited to; falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of IOM property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

k) Custody of Materials

The Service provider shall be responsible for the custody of all materials received for incorporation into the project, including IOM furnished materials, upon delivery to the Service provider or to any person for whom it is responsible. The Service provider shall deliver all such items to the site as soon as practicable. The Service provider shall clearly mark in a manner directed all items of which the Service provider has custody, but which have not been delivered or secured at the site, clearly indicating the use of such items for IOM.

l) **Service provider's Inventory Programme.**

The Service provider shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of this Contract. The inventory system shall ensure that material and equipment used in the Contract are in stock when needed. Negligent use of IOM property that results in damage or destruction is cause for repair or replacement at the Service provider's expense.

m) **Emergency Works**

Emergency works refers to task orders which require immediate attention. These may involve working other than normal workday or hours. Service provider is required to respond to call within 2 hours and take action to minimize emergency.

n) **Safety**

The Service provider shall provide and maintain work environments and procedures which will:

- Safeguard IOM personnel, property, materials, supplies, and equipment exposed to Service provider operations and activities
- Avoid interruptions of IOM operations and delays in project completion dates
- Control costs in the performance of this Contract. For these purposes, the Service provider shall:

o) **Records**

The Service provider shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Service provider shall report this data in the manner prescribed by the Compound Manager.

Section V – Pro-forma Contract

FPU.SF.19.20

IOM office-specific Ref. No.	
IOM Project Code	

SERVICE AGREEMENT
between
the International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

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

1. Introduction and Integral Documents

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

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

- (a) **Annex A - Bid/Quotation Form**
- (b) **Annex B - Price Schedule**
- (c) **Annex C - Delivery Schedule and Terms of Reference**
- (d) **Annex D - Accepted Notice of Award (NOA)**
- (e) **Annex E – IOM Terms and Conditions for European Union Funded Service Type Agreements**

2. Services

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.

[Optional for Long-Term Agreements (please delete if not applicable)]

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: **[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]**

3.3 The Service Fee shall become due **[insert number of days in numbers] ([write figure in words])** days after IOM’s receipt and approval of the invoice.

3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any

subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

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

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making

false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to 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 Services 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 under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic,

public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

International Organization for Migration (IOM)

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

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

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

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. 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. Final Clauses

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

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

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

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

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place:

