



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

## REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)<sup>1</sup>

To : All Suppliers in Libya  
 Project: Long Term Agreement - Warehousing Service for NFI Prepositioning and storage of medical items in Benghazi, Libya.  
 Ref. No.: LY21-299  
 Date : 14 – November - 2021

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.

In the framework of *IOM Libya*, the IOM invites interested eligible Suppliers to submit Quotations for *Warehousing Service for NFI Prepositioning and storage of Medical items in Benghazi, Libya*.

| Item No. | Item Description  | Quantity | Unit |
|----------|---|----------|------|
| 1        | <i>Warehousing Service for NFI Prepositioning and storage of Medical items in Benghazi, Libya..</i> | 1        |      |

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

Very truly yours,  
 Procurement Staff/Focal Point

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

<sup>1</sup> This RFQ template is for the procurement of Goods requiring a more formal selection process with cost threshold of less than USD300,000. It contains general instruction to Suppliers and applicable forms which can be modified by the Mission to suit their specific requirements.

## GENERAL INSTRUCTION TO SUPPLIERS (GIS)

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### 1. Description of Service

IOM request prospective suppliers to submit quotation for *Warehousing Service for NFI Prepositioning and storage of Medical items in Benghazi, Libya.*

| Item No. | Description  | Qty | Unit |
|----------|--|-----|------|
| 1        | <i>Warehousing Service for NFI Prepositioning and storage of medical items in Benghazi, Libya.</i> | 1   |      |

### 2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, 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 Suppliers, 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

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

- A Supplier has controlling shareholders in common with another Supplier;

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

#### **4. Eligible Suppliers**

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

#### **5. Cost of Preparing the Quotation**

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

#### **6. Errors, omissions, inaccuracies and clarifications**

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

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

IOM will respond to any request for clarification received on or before *10 December 2021*. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

#### **7. Confidentiality and Non-Disclosure**

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share

or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

## **8. IOM's Right to Accept any Quotation and to Reject any and all Quotations**

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

## **9. Requirements**

### **9.1 Quotation Documents**

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D)
- e.) Proforma Contract <sup>2</sup> or PO Standard Terms and Conditions (Annex E)

Suppliers are required to use the forms provided as Annexes in this document.

### **9.2 Quotation Form**

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in *English* and prices shall be quoted in *USD*, exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

### **9.3 Validity of Quotation Price**

The Quotation shall remain valid for a minimum period of *30 calendar days*, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a

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<sup>2</sup> If applicable in lieu of Purchase Order.

specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

#### **9.4 Documents Establishing Supplier's Eligibility and Qualification**

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications *[include this clause only if relevant-usually for high value equipment]*.

#### **10. Submission of Quotation Documents**

Quotation must be submitted in a sealed envelope. The Supplier must seal the original and copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to *IOM Libya Procurement*

Quotation shall be submitted *by e-mail to [iomlibyaproposal@iom.int](mailto:iomlibyaproposal@iom.int)* on or before **20 December 2021**. Late<sup>3</sup> Quotations will not be accepted.

#### **11. Opening of Quotations.**

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

#### **12. Acceptance of Quotations.**

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

#### **13. Rejection of Quotations**

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM

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<sup>3</sup> Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Supplier unopened. The date and time of submission of the Quotation shall be recorded. A quotation submission log shall be prepared for the purpose.

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

#### **14. Evaluation of Quotations**

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications
- (c) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **15. Post Qualification**

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

#### **16. Award of Contract**

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

**Annex A**

**QUOTATION FORM**

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

To : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Having examined the General Instruction for *Warehousing Service for NFI Prepositioning and storage of Medical items in Benghazi, Libya*. the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Quotation for and on behalf of

\_\_\_\_\_ *[name of company]*

**PRICE SCHEDULE FORM**

**PROJECT TITLE** : \_\_\_\_\_  
**LOCATION** : \_\_\_\_\_  
**REF NO.** : \_\_\_\_\_

**Part- 1: Location/ Address/ GPS Coordinates:** \_\_\_\_\_

| S/no. | Item                  | Unit           | US\$ per unit (A) | Past monthly average (B) | Total monthly price (A)*(B) |
|-------|-----------------------|----------------|-------------------|--------------------------|-----------------------------|
| 1     | Covered Storage Space | m <sup>3</sup> | USD               | 400m <sup>3</sup>        | USD                         |
| 2     | Buffer Area           | m <sup>3</sup> | USD               | 195m <sup>3</sup>        | USD                         |
|       |                       |                |                   |                          |                             |
|       |                       |                |                   |                          |                             |
|       | Sub Total             |                |                   |                          | USD                         |

**Part-2: Warehouse Handling Services:**

| S/no. | Item                 | Unit           | US\$ per unit (C) | Past monthly average (D) | Total monthly price (C)*(D) |
|-------|----------------------|----------------|-------------------|--------------------------|-----------------------------|
| 1     | Handling In charges  | m <sup>3</sup> | USD               | 1.5 Times/Month*         | USD                         |
| 2     | Handling Out charges | m <sup>3</sup> | USD               | 1.5 Times/Month*         | USD                         |



|   |  |                |     |                  |     |
|---|--|----------------|-----|------------------|-----|
| 3 | Stripping  | m <sup>3</sup> | USD | 1.5 Times/Month* | USD |
| 4 | Warehouse Management Fee<br>(Management fee should include all utilities, staffing, forklift, stock reporting, backup generator, cold chain ,fuel and security costs)<br>(Please refer to the TOR) |                |     |                  | USD |
|   | Sub Total  |                |     |                  | USD |

**Part-3: Additional manpower if any:**

| S/no. | Item      | Unit | US\$ per unit (E) | Average manpower (F) | Past monthly Average (G) | Total monthly price (E)*(F)*(G) |
|-------|-----------|------|-------------------|----------------------|--------------------------|---------------------------------|
|       |           |      |                   |                      |                          |                                 |
|       | Sub Total |      |                   |                      |                          | USD                             |
|       | Total     |      |                   |                      |                          | USD                             |

\_\_\_\_\_  
Suppliers authorized signature over printed name

## TECHNICAL SPECIFICATIONS

### PART 1: Warehouse Required General Information:

| S/no. | Question   | Description of the facility | Yes/No | Essential/<br>Desired |
|-------|--|-----------------------------|--------|-----------------------|
| 1     | <p><b>Warehouse Location:</b> Complete Address of proposed warehouse, including the distance in m/km from Benghazi International Airport and the port.</p> <p>Within 15km from Benghazi Airport:</p> <p>Within 25km from Benghazi Airport<br/><i>(Kindly note that this is location of the proposed warehouse)</i></p>   |                             |        | Essential             |
| 2     | Warehouse distance from main Road:<br>Maximum within 500m from the main road   |                             |        | Essential             |
| 3     | Capacity of the Warehouse (m <sup>3</sup> / m <sup>2</sup> )<br>a- Storage Area, (minimum 200 m <sup>3</sup> )   |                             |        | Essential             |
| 4     | Fire Safety Measures (Provision of fire Extinguishers)<br>Adequate portable & stationery units including fire alarm, smoke detectors, sprinklers, or water tank with fire hoses.<br><i>(Please refer to TOR)</i>   |                             |        | Essential             |
| 5     | Handling Services capability (Loading/ Offloading)<br>a- 40ft container<br>b- 40ft high cube container   |                             |        | Essential             |
| 6     | Warehouse Management<br>a- Warehouse Manager (with minimum 2 years' experience) and Assistants.<br>b- Daily Implementation Reporting and inventory check.<br>c- Experience of Quality Control assistance.<br>d- IT equipment (Wi-Fi, computer with MS Word and Excel)<br>e- Skill and knowledge to conduct periodic fumigation and pest control for the warehouse. |                             |        | Essential             |

|                  |   |  |  |           |
|------------------|---|--|--|-----------|
| 7                | Type and Number of Handling Equipment available<br>a- Fork lifter:<br>b- Pallets:   |  |  | Essential |
| 8                | Security of Premises,<br>a- Conducting Entry/ Exit Control/access control and vehicle screening:<br>b- Provision of Security Guards 24/7:<br>c- Installment Inside and outside lights:<br>d- Provision of CCTV system:<br>e- SoP's and actions for security incident:<br>f- Fire safety procedures:<br>g- Site Emergency/Evacuation Procedures:<br>h- Mitigation measure implemented to prevent IOM properties from lost and/or damage. |  |  | Essential |
| <b>Sub-Total</b> |   |  |  |           |

**PART 2: Medical storage Space Requirements:**

| S/no. | Requirement  | Description of the proposed Warehouse | Yes/No | Essential/<br>Desired |
|-------|--|---------------------------------------|--------|-----------------------|
| 1     | Space: <b>10 m x 12 m = 120 m<sup>2</sup></b> , Estimated Number of shelves: 35 (5 rows, depth of 35 cm sheet height 2.2 m, shelf capacity 0.96 cm), Estimated Number of Pallets: 16 (120 cm x 80 cm). |                                       |        | Essential             |
| 3     | One large pull cargo Vehicle Heavy duty (up to 150 Kg);  |                                       |        | Essential             |
| 4     | One single door medical refrigerator with capacity of either 90 L or 200 L   |                                       |        | Essential             |
| 5     | Digital Thermometer with Indoor and Outdoor Temperature.   |                                       |        | Essential             |
| 6     | Three Step Aluminum Frame collapsible ladder with Hand Grip (load capacity 120 Kg).  |                                       |        | Essential             |
| 7     | Two 24000 BTU Air Conditioners with a portable fire extinguisher   |                                       |        | Essential             |
| 8     | One Packing table For the working station (W 180cm x D 78cm x H 92cm), Stock Card size A5 (1000 Card to be printed), small table and laser Printer for printing of reports                             |                                       |        | Essential             |

|  |                  |  |  |
|--|------------------|--|--|
|  | <b>Sub-Total</b> |  |  |
|--|------------------|--|--|

**PART 3: Warehouse Building Requirements:**

| S/no. | Requirement   | Description of the proposed Warehouse | Yes/No | Essential/<br>Desired |
|-------|---|---------------------------------------|--------|-----------------------|
| 1     | Lighting – Inside and outside of the building covering the whole warehouse  |                                       |        | Essential             |
| 2     | Un-obstructed height of the warehouse:  |                                       |        | Essential             |
| 3     | Construction:<br>➤ Walls: Made with brick or reinforced concrete.<br>➤ Roofing with Water Proofing  |                                       |        | Essential             |
| 4     | Ventilation: Allow 20% over the required floor area for access and ventilation, eaves should be covered with metal mesh.  |                                       |        |                       |
| 5     | Roof and windows (waterproof and pest screens).   |                                       |        | Essential             |
| 6     | Doors/Opening: Secure sliding doors with at least 6 Meters width, with insert pedestrian entrance will be preferred.  |                                       |        |                       |
| 7     | Wall surface (should be clean and smooth)   |                                       |        |                       |
| 8     | Availability of Ramps of each building entrance   |                                       |        |                       |
| 9     | Floor: Concrete Slab Flooring or any other type of equivalent strength. Floor level should above the ground level to avoid rainwater. If the floor is not above the ground level, drainage system is installed. |                                       |        |                       |
| 10    | Building should be within a dedicated perimeter with controlled access via security gates and easy in and out traffic.  |                                       |        | Essential             |
| 11    | Perimeter wall / fencing and the building is insured  |                                       |        | Essential             |
| 12    | Electricity / water connections   |                                       |        | Essential             |
|       | <b>Sub-Total</b>  |                                       |        |                       |

|  |                    |  |  |
|--|--------------------|--|--|
|  | <b>Grand Total</b> |  |  |
|--|--------------------|--|--|

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*Supplier's authorized signature over printed name*

## **Terms of Reference**

### **Provision of Warehouse Rental, Management and Handling Services for IOM Libya Mission.**

#### **Background**

IOM has initiated a global stockpile for core non-food relief items (NFIs) in Benghazi. Among them, IOM Libya mission will play the key role to provide relief goods in the East of Libya. IOM Libya seeks proposals from qualified Service Providers (legal entities) submit a proposal for Storage Space for Rental, Storage Cold Room for medical items, performing Warehouse Management and Handling In/Outgoing IOM relief supplies in Benghazi to be used for storage of the IOM non-food commodities.

#### **Objectives**

The Service Provider supports IOM Warehouse operations and management to carry out in the most efficient, effective, and ethical manner. This Terms of Reference outlines the required documentation, forms, communications with IOM, and process in relation to stock movements (both inbound and outbound).

#### **General Information**

1. IOM Libya is looking for a warehouse in secure location in Benghazi, Libya.
2. The warehouse to be used for the purpose of storage of NFIs and Medical items for emergency and projected-based operation. The initial duration of contract for warehouse rental, management and handling services will be one (1) year with possibility of extension for another one (1) year subject to satisfactory performance and operational requirements.
3. Cargo to be stored may include bag, blankets, bladder tanks, bucket, tent, jerry can, kitchen set, sleeping mat, mosquito net, shelter tools, medical items and other IOM assets and equipment.
4. Minimum floor space size of the demised premises for storage shall be 200 m<sup>3</sup>, of covered warehouse area, providing the option of extending the warehouse capacity up to 400 m<sup>3</sup>) as and when required by IOM through formal communication and with prior 15 days' notice.

#### **IOM Requirement**

##### **1. Location and Access.**

The storage facilities shall be situated in the territory of the fenced compound and in the proximity of the main access road. The compound shall have sufficient space for the trucks' maneuvering and parking. The storage premises shall not be sited in an area susceptible to flooding and/or landslides. The warehouses must not be located close to hazardous substance manufacturing facilities.

## 2. Safety Considerations.

The warehouses are to have strong and well-fitted metal gates and other anti-burglary protection elements such as strong metal bars on the windows, operational CCTV equipment with power back-up and digital recording capabilities, Lighting the interior yards and fences with lighting units that are resistant to weather factors, of a minimal capacity of 250 Watts and should be connected to an independent distribution board in the guard's room. (*preference may be given to the sheds having secondary exits for evacuation of personnel*). Layout of the storage compound must allow for limited and controlled access to the area.

## 3. Fire Prevention.

The facilities must be secured against internal and external fire hazards such as wildfire, loose electrical wires, etc. Availability of regularly maintained fire extinguishers (portable and stationary units) fire alarm, smoke detectors, sprinklers and/or proximity to the operating water pipe or water tank with fire hoses will be considered as a plus.

## 4. Facility:

- a. Structural soundness –
  - i. The Construction materials used for walls must be non-flammable.
  - ii. Flooring must be made of reinforced concrete (crack-free), floor finishing should be anti-slipping.
  - iii. Roof must be leak-proof and is being regularly inspected and maintained.
  - iv. Lighting of storage areas are recommended to be natural through lighting openings and this should have enough space no less than 10% of the façade area. It is also recommended to have natural lighting through the ceiling's openings.
  - v. Maintain the ventilation of the warehouses by providing industrial exhaust fans or depending on natural ventilation through opposite openings in the warehouse walls.
  - vi. All wires and electrical devices must be secure and correctly installed. An independent storm water drainage network (open channel or pipe lines) is set up and connected to the street level to evacuate the rain water during winter out of the warehouse.
- b. Dependable utilities – availability of electrical power grid and back-up power supply (cost of electricity and generator maintenance and fuelling has to be included into the cost of rent);
- c. Handling equipment – availability of 1 x forklift for mechanical goods' handling (3-5MT).

## 5. Lease Term.

The term of the warehouse lease is for a minimum of one (1) year extendable for a further one (1) additional year. Please propose a fixed rate to remain unchanged throughout the entire validity period of the future contract. The rate has to be

inclusive of all stated expenses, including the maintenance. The bidders shall specify the services included in their offer.

**Storage Services:**

- a. The Contractor shall manage the storage of Supplies in the Warehouse and in such a manner that the same will be protected all times against theft, injury or damage from moisture. Chemical agents or other harmful substances, rodents, insects or any destructive creature, improper or unusual locations or injurious contact of any kind.
- b. Supplies shall at all times be stacked, stowed or piled (on pallets if necessary) in the Warehouse in conditions at least in line with industry standards and best practices and in such a manner as to permit free inspection and reshipment thereof.

**Access to supplies:**

- a. The Contractor shall handle and transport Supplies in and out of the Warehouse during Working Hours in accordance with the schedules of deliveries and movements provided by IOM. The Contractor shall, by mutual agreement with IOM, arrange for deliveries /access to Supplies in the Warehouse outside of Working Hours.
- b. The Contractor shall provide personnel in adequate numbers located at the Warehouse at all times during Working Hours to provide additional handling services for Supplies.

**Stock Tracking:**

- a. The Contractor shall keep count of Supplies delivered to and removed from the Warehouse.
- b. The Contractor shall establish, and maintain, a stock control and management system to provide at all times accurate and verifiable records of Supplies stored and all movements thereof in and out of the Warehouse.
- c. This system shall be maintained at professional standards and practices of warehouse management and conform to IOM requirements.
- d. The Contractor shall submit to IOM Libya stock reports on weekly basis describing and quantifying Supplies delivered to the Warehouse ("IN"), Supplies removed from the Warehouse ("OUT "), losses/damage during handling, and stock balance per commodity in stock indicating Entry Date of each stored commodity.

**Main duties and responsibilities of Contractor:**

**a. General Responsibility of Contractor:**

- a. The Contractor shall provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and completion of the Services.



- b. The Contractor shall ensure that it and its personnel shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.
- c. The Contractor acknowledge and confirm that title to all Supplies with respect to which the Contractor stores or handles for IOM hereunder shall be and remain solely and exclusively with IOM. The Contractor shall not permit any lien, attachment, and encumbrance against any of the Supplies.
- d. The Contractor shall be responsible for all utilities cost ,handling costs, loading and unloading at the warehouse including casual labour costs, ex-gratia and overtime payments to handlers, storemen, warehouse staff, Security Personnel and the hiring or operating costs of any mechanical loading or off-loading devices as required and as necessary in the context of fulfilling the contractual obligations.
- e. The Contractor shall be responsible for supervision of employees of the all-movements of supplies including the off-loading and loading of vehicles and the recording of losses during handling.
- f. The Contractor shall ensure that all Supplies delivered out of the Warehouse are in the same condition as they were when they were delivered to the Warehouse normal wear and tear and deterioration resulting from proper storage excepted. The Contractor shall be liable to compensate IOM for any damage, normal wear and tear and deterioration resulting from proper storage excepted.
- g. The Contractor shall be liable to compensate IOM for the loss incurred by IOM in the event that any Supplies are stolen or are otherwise missing from the Warehouse when compared with the Contractor's reports.
- h. The Contractor acknowledges that IOM shall have no obligation to provide any assistance to the Contractor in performing the Services other than expressly set forth herein.
- i. Take complete responsibility for the receipt, storage, accounting and reporting of all commodities received and stored in the warehouse.
- j. Ensure that accurate and complete accounting, reporting and internal control systems are functioning, and that all relevant records are properly maintained.
- k. The Contractor shall be responsible to assess availability of space and prepare stacking/storage plans prior to commodities arrivals.
- l. Conduct periodic fumigation and pest control of the warehouse.
- m. Ensure security of warehouses, commodities and staff.

- n. Ensure the adequate provision of all warehouse equipment such as pallets, tools, fork lift and the provision of reconstitution materials such as sacks and strings.
- o. When necessary, inspection certification of damaged cargo.
- p. Provide technical advice to IOM on storage needs and options. Identify alternate warehouse facilities as contingency for emergency or unforeseen reasons.
- q. Organize with Transporter on timely loading/ offloading of goods at the warehouse.
- r. The Contractor is responsible for appropriate insurance coverage over the goods to cover for loss, damage, and other related expenses caused by fire, storm, earthquake and other risks.
- s. The Contractor is responsible for appropriate insurance coverage for warehouse against loss or damage due to fire, storm or other risks normally insured again in a sum equivalent to the full insurance value of the Warehouse.
- t. Obtain all necessary permission from Authorities to carry out the warehouse operations.

**b. Daily Duties**

- a. Ensure that all receipts of NFIs are properly documented, including any damages or shortages. Photos should be taken of any impairment. Make periodic random checks during loading/unloading operations to ensure that commodities delivered by the trucks confirm to the quantity record on the truck waybill.
- b. Ensures stock control is conducted properly including the timely and accurate update of bin/stock cards.
- c. Ensures loading/unloading is properly supervised and implemented including all aspects relating to safety/security and quality (buffer zone, Final Inspection Note)
- d. Ensures the proper storing of goods (stock rotation, pallets, stacking, addressing, movement of goods from buffer zone to stocks, etc.)
- e. Issue the Goods Receipt Notes (GRN) for all delivered IOM shipments.
- f. Photograph all aspects of delivery starting before truck is opened for unloading and attached with GRN.

- g. Prepare loading plans is duly filled for outgoing stock.
- h. Keep updated records of Stock/Bin Card s for each item.
- i. No Supplies may be released by the Contractor out of the Warehouse unless IOM has given specific written instructions to the Contractor. The Contractor shall be responsible for any Supplies released without specific written instructions from IOM.
- j. Ensures the quality/ quantity of goods in conformity with specifications mentioned in IOM Purchase Order.
- k. Reports to IOM in timely manner on Damage/ obsolete stocks and prepare all procedures and necessary steps for commodity disposal.
- l. Where Supplies are to be delivered or moved out of the Warehouse, the Contractor shall arrange for the offloading or loading of the Supplies from or into trucks just outside of the Warehouse and shall ensure that a Dispatch Receipt is issued and signed by the driver certifying the quantity of Supplies loaded or off-loaded at the Warehouse.
- m. Any discrepancies are documented before accepting materials, and the driver must sign the documentation where the discrepancies are noted. The Contractor must notify the discrepancies to IOM, in writing, within 2 working days.
- n. Arrange for adequate parking space for trucks waiting for loading/ offloading.

**c. Weekly Duty**

- a. Produce weekly stock reports, stock movement report, and submit them to IOM with electric copies (Microsoft Excel).
- b. Carry out regular commodity physical random check/inventory of the warehouse.

**d. Monthly duties**

- a. Conduct Monthly physical count of inventories and report any discrepancies to IOM.

**e. Quarterly duties**

- b. Conduct Quarterly physical count of inventories and report any discrepancies to IOM.

**f. Yearly duties**

- a. Conduct Yearly physical count of inventories and report any discrepancies to IOM.

**Responsibilities of IOM:**

- a. Notice of expected deliveries of Supplies to the Contractor/ Warehouse;
- b. The required list of supplies, dispatch schedule and destinations for all movement of Supplies out of the warehouse;
- c. Provide relevant documentation for the release to IOM; and
- d. Immediately upon becoming aware of any error or discrepancy between the statements contained in any documentation provided by IOM to the Contractor and the actual contents of Supplies handed to the Contractor hereunder, IOM shall notify the Contractor of such discrepancy.
- e. IOM shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Contract and which may be made against the Contractor.
- f. IOM shall not be liable for any claims for compensation for death, disability or other hazards which may be suffered by personnel of the Contractor as a result of their employment on work which is the subject matter of this Contract.

**Provision of utilities and additional services:**

The contractor shall be responsible to provide following utilities and services to IOM. The amount of any such utilities/services to be included in the Management fee:

- a. Adequate inside and outside light, electricity and land line phone;
- b. Adequate light in public spaces and stairwells;
- c. Payment of all utility charges (Electricity , water, gas, land line phone) to be made by the Contractor;
- d. Adequate number of Fire Extinguishers to be provided by Contractor at the warehouse
- e. Adequate number of Security Guards to be provided by Contractor;
- f. Fork lifter with driver to be provided by Contractor;
- g. Toilet facilities, including necessary sewage facilities;
- h. All other facilities and services which it makes available generally to tenants in the building; and

- i. Cleaning services, adequate to maintain the entrances and common areas of the building in condition and at a standard of cleanliness appropriate for the use for which they are intended by IOM.

**END**

**VENDORS INFORMATION SHEET (VIS)**

*[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]*

**VENDOR INFORMATION SHEET (VIS)**

Name of the Company \_\_\_\_\_

Address  Leased  Owned Area: \_\_\_\_\_ sqm

House No \_\_\_\_\_  
 Street Name \_\_\_\_\_  
 Postal Code \_\_\_\_\_  
 City \_\_\_\_\_  
 Region \_\_\_\_\_  
 Country \_\_\_\_\_

Contact Numbers/Address

Telephone Nos. \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Fax No. \_\_\_\_\_  
 E mail Address \_\_\_\_\_ Website: \_\_\_\_\_

Location of Plant/Warehouse  Leased  Owned Area: \_\_\_\_\_ sqm

\_\_\_\_\_

\_\_\_\_\_

Business Organization  Corporation  Partnership  Sole Proprietorship

Business License No.: \_\_\_\_\_ Place/Date Issued: \_\_\_\_\_ Expiry Date \_\_\_\_\_

No. of Personnel \_\_\_\_\_ Regular \_\_\_\_\_ Contractual/Casual \_\_\_\_\_

Nature of Business/Trade

|                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler   | <input type="checkbox"/> Retailer          | <input type="checkbox"/> Computer Hardware    |
| <input type="checkbox"/> Trader       | <input type="checkbox"/> Importer          | <input type="checkbox"/> Service Bureau       |

Site Development/ Construction     
  Consultancy     
  Others \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Number of Years in business: \_\_\_\_\_  
 Complete Products & Services

\_\_\_\_\_

\_\_\_\_\_

Payment Details

Payment Method  Cash     Check     Bank Transfer     Others  
 Currency             Loc.Currency     USD     EUR     Others  
 Terms of Payment  30 days     15 days     7 days upon receipt  
 of invoice  
 Advance Payment  Yes             No             % of the Total PO/Contract

Bank Details:

Bank Name \_\_\_\_\_  
 Bldg and Street \_\_\_\_\_  
 City \_\_\_\_\_  
 Country \_\_\_\_\_  
 Postal Code \_\_\_\_\_  
 Country \_\_\_\_\_  
 Bank Account Name \_\_\_\_\_  
 Bank Account No. \_\_\_\_\_  
 Swift Code \_\_\_\_\_  
 Iban Number \_\_\_\_\_

**Key Personnel & Contacts** *(Authorized to sign and accept PO/Contracts & other commercial documents)*

| Name  | Title/Position | Signature |
|-------|----------------|-----------|
| _____ | _____          | _____     |
| _____ | _____          | _____     |
| _____ | _____          | _____     |

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Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

| Company Name | Business Value | Contact Person/Tel. No. |
|--------------|----------------|-------------------------|
| <hr/>        | <hr/>          | <hr/>                   |
| <hr/>        | <hr/>          | <hr/>                   |
| <hr/>        | <hr/>          | <hr/>                   |
| <hr/>        | <hr/>          | <hr/>                   |

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

| Name of Person | Mission/Office | Items Purchased |
|----------------|----------------|-----------------|
| <hr/>          | <hr/>          | <hr/>           |
| <hr/>          | <hr/>          | <hr/>           |
| <hr/>          | <hr/>          | <hr/>           |
| <hr/>          | <hr/>          | <hr/>           |

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

|       |       |       |
|-------|-------|-------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |



Trade Reference

| Company | Contact Person | Contact Number |
|---------|----------------|----------------|
| _____   | _____          | _____          |
| _____   | _____          | _____          |
| _____   | _____          | _____          |
| _____   | _____          | _____          |

Banking Reference

| Bank  | Contact Person | Contact Number |
|-------|----------------|----------------|
| _____ | _____          | _____          |
| _____ | _____          | _____          |
| _____ | _____          | _____          |
| _____ | _____          | _____          |

## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

| No. | Document   | For IOM use only |                |
|-----|--|------------------|----------------|
|     |  | Submitted        | Not Applicable |
| 1   | Company Profile (including the names of owners, key officers, technical personnel)   |                  |                |
| 2   | Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.  |                  |                |
| 3   | Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry  |                  |                |
| 4   | Valid Government Permits/Licenses  |                  |                |
| 5   | Audited Financial Statements for the last 3 years*   |                  |                |
| 6   | Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details) |                  |                |
| 7   | Catalogues/Brochures   |                  |                |
| 8   | List of Plants/Warehouse/Service Facilities  |                  |                |
| 9   | List of Offices/Distribution Centers/Service Centers   |                  |                |
| 10  | Quality and Safety Standard Document / ISO 9001  |                  |                |
| 11  | List of all contracts entered into for the last 3 years (indicate whether completed or ongoing ) *   |                  |                |
| 12  | Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation              |                  |                |
| 13  | For Construction Projects: List of machines & equipment ( <i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i> )                                       |                  |                |

\* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

\*\* Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

Received by:

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Position/Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Position/Title  
\_\_\_\_\_  
Date

**FOR IOM USE ONLY**

Purchasing Organization \_\_\_\_\_  
Account Group \_\_\_\_\_

Industry  001       002       003

where 001 - Transportation related to movement of migrants  
002 - Goods (e.g. supplies, materials, tools)  
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type  Global       Loca

GPSU.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, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

## 1. Introduction and Integral Documents

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**

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

## 2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):

[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 prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

#### 4.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
  1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
  2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel;
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
- (d) Ensure that the SEA provisions are included in all subcontracts;
- (e) Adhere to above commitments at all times.

#### 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled



to recover from the Service Provider all losses suffered by IOM in connection with such breach.

## **5. Assignment and Subcontracting**

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding a written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

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

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure,

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

- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

## **7. Independent Contractor**

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

## **8. Audit**

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

## **9. Confidentiality**

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service

Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers 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. Indemnities**

- 15.1 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:

