

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Regularization Feasibility Study

LY22-138

Prepared by



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

IOM Libya

April 13, 2022

REQUEST FOR PROPOSALS

RFP No.: LY22-138

Mission: Libya

Project Name: Labour Mobility and Human Development (LHD)

WBS: IS.0010.LY10.54.10.001

Title of Services: Regularization Feasibility Study



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Labor Mobility and Human Development Project* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: *Regularization Feasibility Study*. 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
- Section VI. Declaration of Conformity
- Section VII. Vendor Information Sheet

The Proposals must be delivered through e-mail to iomlibyaproposal@iom.int on or *before April 27, 2022*. No late proposal shall be accepted.

The electronic Application must be submitted through e-mail with all required supporting documents. If the e-mail size is more than 10Mb, e-mails should be divided to multiple e-mails and all files should be also shared through an electronic file sharing websites. The subject of the e-mail should be “*LY22-138 ‘Company Name’*”.

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

Procurement Unit
IOM Libya

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

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Section I - Instructions to Service Providers

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 Company.
- 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 and make available relevant project data and report (see Section IV. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

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

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent electronically to IOM e-mail addresses indicated in the invitation at least *two (2) calendar days* before the set deadline for the submission and receipt of

Proposals . IOM will respond to the said request and this will be made available to all those who acknowledged the RFP 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 *seven years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

- a) A brief description of the Service Providers 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 *seven 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, companies 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 5 (Section IV).

- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may provide the Tax exemption letter to those companies. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations.
- 7.4. Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *60 calendar days*. 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

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Proposal (both Technical and Financial Proposals) shall be prepared electronically. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit one electronic copy of the Proposal. The electronic proposal must be submitted through e-mail to iomlibyaproposal@iom.int with all required supporting documents. If the e-mail size is more than 10Mb, e-mails should be divided to multiple e-mails and all files should be also shared through an electronic file sharing websites. The subject of the e-mail should be "*LY22-138 'Company Name'*".
- 8.4 Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Procurement Unit. The Financial Proposal shall remain unopened until all submitted Technical Proposals are opened and evaluated.

9. Evaluation of Proposals

- 9.1 Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers Proposal.
- 9.2 Procurement Unit shall coordinate with technical evaluation committee for the evaluation of the technical proposals and shall make the financial evaluation of bidders who are found technically eligible for financial evaluation.

10. Technical Evaluation 70%

- 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 *twenty-one (21) calendar days* after the deadline for receipt of proposals.
- 10.2 The Procurement Unit shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70 points*.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers relevant to the assignment:	<i>10</i>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	30
b) Work plan	30
c) Organization and staffing	10
Total points for criterion (ii):	<i>70</i>
(iii) Key professional staff qualifications and competence for the assignment:	
	<i>20</i>

1) Specific Experience	10
2) Adequacy of the proposed methodology	70
3) Key Staff and CVs	20
Total weight:	100

The minimum technical score S_t required to pass is: 70 Points.

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

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider (ITC) and Terms of Reference (TOR);

11. Financial Evaluation 30%

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 nonresponsive based on the requirements in the RFP.

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.

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.

11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F_1) shall be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals shall be computed based on the formula :

$$S_f = 100 \times F_1 / F$$

Where:

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

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

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

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; 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 V). 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 *May 08, 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: *IOM Libya Mission Procurement Unit*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Regularization Feasibility Study* in accordance with your Request for Proposal (RFP) dated *April 13, 2022* 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 Professional Personnel

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: _____

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	11th h	12th h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

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

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *IOM Libya Procurement Unit*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Regularization Feasibility Study* in accordance with your Request for Proposal (RFP) dated *April 13, 2022* 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 – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

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

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

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

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider 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 in Form TPF-7.

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

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

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

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

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

1. Background

In the North Africa region, Libya hosts the highest population of migrant workers originating from the African continent (IOM DTM, 2021). These migrants play a pivotal role in supplying critical workforce in the Libyan economy and contribute to the development of their home countries through, inter alia, remitting significant sums of money. Despite the scale and significance of this movement, a majority of 635,051 migrants (Libya | DTM (iom.int) present in Libya are irregular in status. Consequently, the living and working conditions of these migrants continue to be adversely impacted and their interactions with the local communities are characterized by low levels of social cohesion (Perceptions of Migrants among Host Communities in Tripoli and Benghazi). Gaining a better understanding of potential long-term solutions to address this large-scale irregularity is crucial for implementing any successful legal and policy reform.

The Government of Libya has recently re-confirmed its commitment to facilitate regular labour migration and protect the rights of migrant workers already present in the country. This declaration, if capitalized on, has the potential to benefit the national workforce and migrants' alike. The Libyan government is also actively engaged in discussions with major countries of origin including Egypt and Niger, to facilitate opening of channels for regular labour migration and address concerns pertaining to the welfare of migrant workers. This provides an excellent opportunity to explore broader theoretical frameworks, laws, technical instruments, and practices that can provide a strong basis for any future decision-making by the Government of Libya in this regard.

Considering this, IOM proposes to commission a feasibility study on migrant regularization in Libya that can act as a springboard for the development of a comprehensive regularization process in the future. Analysis of successful regularization programs implemented in the region and globally can provide invaluable insight into the feasibility of implementing such a mechanism in Libya to address the vulnerabilities associated with irregular status as well as offer possible solutions in meeting labour market demands in Libya.

2. Objective and scope

The proposed study will closely analyze the incentives and safeguards that acted as key drivers for regularization program in several different contexts and focus on understanding the modalities pertaining to such programs. The objective of the study is to deliver practical and workable recommendations for Libya to formulate a modality for regularization of irregular migrants present in the country and the provision of a model strategic plan for the realization of this objective. The study will also act as a first step towards improving the understanding of the need for bilateral labour agreements (BLAs) between the Libya as Country of Destinations (CoDs) and major Country of origins (CoOs.)

The proposed study will be implemented in two key phases. First, a comprehensive analysis of migrant regularization mechanisms in selected CoDs will be undertaken. This will also include, if possible subject to COVID-19-related restrictions, a study visit for the Libyan counterparts to gain first-hand experience of creation and implementation of such schemes from a selected country. Subsequently, based on the findings of the study, the feasibility of implementing such

a programme in Libya will be analyzed and a strategic plan will be devised to achieve this objective.

The following activities would contribute directly to the overall study and will be the key responsibility of the selected consultant:

- Identify five CoDs from the Mediterranean region (2 from North African and 3 from Europe) which have ongoing or previous implemented migrant regularization programmes and conduct an in-depth comparative analysis.
- Study of the conditions of employment and recruitment in those CoDs after the implementation of such regularization programmes and identify the main stakeholders involved, wages and benefits provided to migrants after the regularization, duration of migration cycle and any major challenges faced by migrant workers after the completion of the programme;
- Identification of protection mechanisms made available to migrants in those CoDs including a short review of any relevant legislative. Analyse compliance with international standards; approachability of labour courts and other available grievance redressal mechanisms in place for migrant workers during the regularization process;
- Analysis of the positive and negative impact of regularization processes and outline to impact on employment opportunities for local labour force including long-term effects on local wages;
- Identification and mapping of relevant governmental and non-governmental organizations and institutions in selected countries with capacities to provide support to Libya in understanding the regularization process;
- Selection of CoDs which have appropriate contexts for potential study visit and support in coordination of the study tour for senior government officials of Libya to selected countries which have successfully implemented the regularization process, enabling them to understand dynamics of the program. This includes identification of stakeholders, setting up of interviews etc.
- Development of a scalable regularization model based on the global best practices and customized according to the Libyan context along with recommendations.

3. Methodology

The methodology applied for this purpose is expected to include consultations with a range of stakeholder institutions in Libya and selected CoDs; and a desktop review of available resources, in particular (selected) legal and policy documents. The consultant should engage in extensive review of best practices from the Mediterranean region (CoDs) to understand and learn from the ongoing or previous regularization programmes undertaken by different CoDs. An in-depth interview (IDIs) and Focus group Discussions (FGDs) will be used in all stages of the study obtain and analyze key information relevant to the study. The IDIs and FDGs will be conducted through a guiding quantitative and qualitative questionnaire.

4. Reporting and Key Deliverables

The consultant will directly report to the focal point of this study in the IOM Libya and will be managed and tasked by IOM Libya mission.

Key deliverables: of the study are listed below but not limited to these.

- An Inception report that explains methodology of the study, questionnaires/tools for quantitative and qualitative data collection and timeline for data collection and analysis, draft outline for the report, list of potential institutions for the IDGs and FGDs, list of key responsibilities the consulting firm will undertake and areas where it needs support from IOM.
- Draft report as per the report outline/structure agreed during the inception, containing statistical analysis of quantitative data, supported by analysis of qualitative data.
- Presentation of the findings of the study in a validation workshop and the final presentation slide incorporating comments from stakeholders.
- All raw data (quantitative and qualitative).
- Final report, with detailed analysis of migrant regularization mechanisms implemented in selected CoDs and analysis of the feasibility of implementing migrant regularization program in Libya; incorporating comments from IOM and other stakeholders IOM feedback.

5. Performance indicators for evaluation of results

- Coordination of meetings, outline of project goals and outcomes of meetings;
- Quality of the report (e.g. sound research methodology, clear and clean texts, adherence to the policy discussion, and level of innovation);
- Punctuality of the submission of the deliverables;
- Level of adherence to the objectives;
- Periodic and regular update on the progress of the study provided to IOM;
- Attendance and quality of the presentation made at the country level meetings/workshop.

6. Required Qualification and Experience

Education:

- Master's degree, preferably doctorate, in international law, economics, or social sciences

Experience:

- A minimum of 7 years of work experience working on migration law-related issues;
- Experience and expertise in the areas of migration law and policy, data, research and analysis, including labour market assessment.
- Previous work experience in migrant regularization is an advantage.
- Demonstrated experience in quantitative and qualitative data collection and analyses;
- Research experience relevant to analysis of migrant regularization schemes;

- Good knowledge of the migration, socioeconomic and political dynamics of Libya as well as experience in labour migration and/or research in a post-conflict context relevant to Libya;
- A demonstrated understanding and analytical capacity in the identification of issues relating to indicators of performance in development projects;
- Excellent report writing and presentation skills and ability to meet deadlines.
- Good understanding of labour migration policies and existing good practices, within the North African context;
- Experience in liaising with governmental authorities, and national and international institutions; experience in strategic liaison with government counterparts in the Middle East and North Africa Region would be advantageous;
- Practical experience in research methods;
- Qualified researcher(s) with advanced university degrees in quantitative and qualitative research methods, economics, and/or development studies, or other relevant disciplines.
- Good knowledge of the migration, socioeconomic and political dynamics in Libya.
- Experience in social cohesion promotion programming, Migration Development and/or research in Libya.
- At least seven years of experience in quantitative and qualitative data collection and analysis.
- Excellent report writing skills, and ability to meet deadlines.
- Previous experience in publishing peer reviewed research would be an advantage.
- Ability to write clear and concise reports and consolidate information from a variety of sources;
- Strong organizational skills and drive for positive results;
- Capacity to work effectively and harmoniously with colleagues from varied cultures and professional backgrounds.

Language: For this position, fluency in English and Arabic is required (oral and written). Working knowledge of French, Italy and Portuguese is an advantage.

7. Proposal submission instructions

Proposals must include two components: technical proposal and financial proposal, submitted as separate files.

The technical proposal must include the following components:

- Organization's/consultants background and experience in conducting similar studies.
- Clear methodology of the necessary activities to satisfy the ToR, including proposed quantitative and qualitative sampling strategies, sample sizes, etc.
- A detailed work plan with detailed timeline, clearly presenting the activity action plan in accordance with the number of the required days. The timeline should align with the expected period for the end of this activity explained in the Concept Note.

- List of previous research works and especially in the area of labour migration, migrant regularization and others.
- Curricula /CVs of senior technical team members and organogram.
- List of references (organizations worked previously). If need be we will contact these organizations.

Financial proposal: Please include a detailed budget clearly showing all budget lines and its relevance to the proposal. Applications should be in English.

8. Delivery schedule

The timeframe for this study is 120 working days from the date of the agreement signing (including time for IOM review, feedback and presentation of the findings to relevant stakeholders).

9. Application review information

Following the submission deadline, a Proposal Review Committee (PRC) will convene to review all applications. Shortlisted organizations shall be contacted. The PRC will evaluate applications based on:

- Relevant experience and past performance of applicant organization.
- Quality of technical proposal.
- Relevant experience of technical experts.
- Financial proposal.

10. Ownership of outputs and data

All reports and data prepared by contractor in connection with the services performed under this ToR shall be the sole property of IOM Libya Mission and shall not be used by contractor in connection with any other activity.

Section V – Pro-forma Contract

Only for review purposes. Companies who submits proposals are considered to agree with the terms of this agreement.

GPSU.SF.19.20

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

SERVICE AGREEMENT

Between

the International Organization for Migration

And

[Name of the Service Provider]

On

[Type of Services]

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

1. Introduction and Integral Documents

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

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

(a) Annex A - Bid/Quotation Form

(b) Annex B - Price Schedule

- (c) Annex C - Delivery Schedule and Terms of Reference*
- (d) Annex D - Accepted Notice of Award (NOA)*
- (e) Annex E – Declaration of Conformity*

2. Services Supplied

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

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

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

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM’s receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider’s bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:

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

- 4.2 The Service Provider further warrants that it shall:

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

4.3 The above warranties shall survive the expiration or termination of this Agreement.

5. Assignment and Subcontracting

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

6. Delays/Non-Performance

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

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: *[Name of IOM contact person]*

[IOM's address]

Email: *[IOM's email address]*

[Full name of the Service Provider]

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

[Service Provider's address]

Email: *[Service Provider's email address]*

12. Dispute resolution

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

12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

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

15. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

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

16. Waiver

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

17. Termination

17.1 IOM may terminate this Agreement at any time, in whole or in part.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

18. Severability

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

19. Entirety

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

20. Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of
The International Organization
for Migration

Signature

Name
Position
Date
Place

For and on behalf of
[Full name of the Service Provider]

Signature

Name
Position
Date
Place

DECLARATION OF CONFORMITY

On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons:

- a) bankruptcy, insolvency or winding-up procedures;
- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including misrepresentation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices;
- j) irregularity;
- k) creating or being a shell company.

On behalf of the Supplier, I further represent and warrant that:

- a) The Supplier is financially sound and duly licensed;
- b) The Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions;
- c) The Supplier complies with all applicable laws, ordinances, rules and regulations;
- d) The Supplier will in all circumstances act in the best interests of IOM;
- e) No official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract;
- f) The Supplier has not misrepresented or concealed any material facts during the contracting process;
- g) The Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization;
- h) Neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”), or are the subject of any sanctions or

other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension;

- i) The Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation;
- j) The Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest;
- k) The Supplier undertakes to comply with the Code of Conduct, available at www.iom.int/procurement.

It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.

On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.

IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Dated this _____ day of _____ 20_____.

[signature over printed name] *[in the capacity of]*

Duly authorized to sign for and on behalf of
_____ *[name of company]*



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

House No _____
Street Name _____
ZIP/Postal Code* _____
City* _____
Region* _____
Country* _____

Contact Information
Company Tel/Mobile: _____ Contact Person: _____
Company Email: _____ Contact Person Position: _____
Company Website: _____

Industry Category*:
0100 - Commercial Vendors
0200 - National CSOs
0300 - National Government Entities
0400 - International CSOs
0500 - International Organizations - Non-UN
0600 - UN entities
0005 - Individual Consultant/Non-Staff

Business Type*:
Direct Producer/Manufacturing
Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* Yes No
Disability-inclusive* Yes Not applicable
Women-owned/controlled* At least 51% women-owned/controlled
Less than 51% women-owned/controlled
Not applicable

Notes
All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
Vendor Name - should match IDs or registration documents.
If there is insufficient space, please use the Other information section

Product Categories (check all applicable)*
Agriculture, Livestock and Fisheries
Chemicals
Clothing and Luggage
Construction
Consultancy and Contracted Services
Finance and Administration
Food and Beverage
Fuels and Derivatives
Furniture
Hospitality, Events
Insurances
IT and Communications
Land and Buildings
Learning, Training and Recreation
Legal and Investigation
Logistics and Warehousing
Media and Printing
Medical, Drugs and Pharma
NFIs - Household and Camps
Office Equipment and Supply
Personal Care
Power Supply and Electric
Quality Control and Environment
Security
Social and Humanitarian Services
Tickets
Tools and Machinery
Vehicles and Accessories

UNGM No. _____
UN Partner Portal Reference _____
Registration Date _____
https://www.ungm.org/UNUser/Home
https://www.unpartnerportal.org
Main Country of Operations (dd-mmm-yyyy)
Licensing Auth./Type _____ License No.: _____ Reg. Date: _____ Expiry Date: _____
For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

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

Same entity registered in another office _____
Parent company _____
Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____
Justification for Non-Bank Payment Method** _____

Notes

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

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

Bank Name _____
Bldg and Street _____
City _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Keys _____
Account Currency _____
Bank Account No. _____
*Depending on the country _____
Swift Code/BIC (accounts outside U.S.A.) _____
IBAN Number (mandatory for banks in Europe) _____
Clearing No. (CHF accounts in Switzerland) _____
ABA No. for ACH (USD accounts in U.S.A.) _____
Bank Branch Code _____

Notes

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

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

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

Printed Name

Signature

Position/Title

Date