

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Final External Evaluation of the IOM Project:
“Protecting vulnerable migrants and stabilizing
communities in Libya – Phase II”

LY22-203

Prepared by



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

IOM Libya

May 31, 2022

REQUEST FOR PROPOSALS
RFP No.: LY22-203

Mission: Libya

**Project Name: Final External Evaluation of the IOM Project:
“Protecting vulnerable migrants and stabilizing
communities in Libya – Phase II”**

Project Monitoring and Evaluation



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

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for: **Final External Evaluation of the IOM Project: “Protecting vulnerable migrants and stabilizing communities in Libya – Phase II”** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the required services. 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. PO for Services & Terms of Conditions
- Section VI. Vendor Information Sheet
- Section VII. Declaration of Conformity

The Proposals must be delivered through e-mail to iomlibyaproposal@iom.int on or *before June 14, 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 “*LY22-203 ‘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 anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
 - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers/ Consulting Firms through [IOM Libya Website](#).

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent iomlibyaproposal@iom.int at least *one (1) calendar day* before the set deadline for the submission and receipt of Proposals. IOM will respond by standard electronic means to the said request, and this will be made available to all Service Providers through [IOM Libya Website](#) without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

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

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
 - a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *five (5) years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 7 (Section III).
 - a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
 - b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)

- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, 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 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment. All items and activities described in the technical proposal must be priced separately; activities and items in the Technical Proposal but not price 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 *EUR*.
- 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 *on or before June 14, 2022*. 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 “*LY22-203 ‘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.
- 8.5 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Procurement Unit. The Financial Proposal shall remain unopened until all submitted Technical Proposals are opened and evaluated.

9. Evaluation of Proposals

- 9.1 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 IOM Procurement Unit will conduct Vendor Eligibility and **Vendors who pass the eligibility requirements will be subject to Technical Evaluation.**
- 9.3 As part of the Vendor Eligibility process, Vendors are required to submit below:
- Technical documents mentioned in Section II;
 - Signed and Stamped Declaration of Conformity (Annex 1);
 - Valid Registration document/(s);
 - Valid License/(s);
 - Audited Financial Statements (or when not available, documents proving company has the financial capacity to provide the services); and
 - Bank Letter showing the Company Bank Details.

Failing to provide above listed documents may result company proposal submission to be declared as “ineligible”.

- 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

- 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) working days* after the deadline for receipt of proposals.
- 10.2 The Procurement Unit shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation 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%*.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

| Criteria | Details | Condition | Score |
|--|--|--|-----------|
| Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. Provision and conducting similar trainings, services carried out on behalf of the government, UN, NGOs, diplomatic missions and INGOs) (Max 30 points) | Past or current assignments involving Provision similar services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment. | 5 years or more experience | 30 |
| | | 3-4 year experience | 20 |
| | | 2-1 year experience | 10 |
| | | No experience | 0 |
| Organization and staffing with a copy of the company Profile (max 10 points) | Very Good presentation of organization in area of operation i.e. Libya with suitable assignment of staff | | 10 |
| | | Good presentation of organization in area of operation i.e Libya with suitable assignment of staff | 7 |
| | | Fair presentation of organization in area of operation i.e Libya with suitable assignment of staff | 3 |
| | | No Company Profile provided/Poor presentation of organization in area of operation i.e Libya | 0 |
| Proposed Technical approach (max 20 points) | The technical approach fully addresses ToR objectives, showing excellent understanding of subject matter and required processes. | | 20 |
| | | The technical approach partially addresses ToR objectives, showing good | 10 |

| | | | |
|---|--|------------------------------|-----------|
| | understanding of subject matter and required processes. | | |
| | The technical approach fairly addresses ToR objectives, showing fair understanding of subject matter and required processes. | 5 | |
| | No Technical approach provided | 0 | |
| Delivery Schedule (max 10 points) | Adequately shows realistic timelines and deliverables for required services consistent with requirements as outlined in the TOR. | 10 | |
| | Fairly shows realistic timelines and deliverables for all required services consistent with requirements as outlined in the TOR. | 5 | |
| | Timelines unrealistic and/or deliverables inconsistent with TOR | 2 | |
| | No work plan/clear delivery schedule submitted with TOR | 0 | |
| Qualifications and Number of years of experiences of the Project Manager (max 15 points) | 5 years or more experience | 15 | |
| | 3-4 years or more experience | 10 | |
| | 1-2 years or more experience | 5 | |
| | No Experience or No Qualifications Provided | 0 | |
| Qualifications and Number of years of experiences of Technical Expert (max 15 points) | Certification in trainings and Experience in overseeing Provision of similar services | 5 years or more experience | 15 |
| | | 3-4 years or more experience | 10 |
| | | 1-2 years' experience | 5 |
| | | No Experience | 0 |

The minimum technical score St 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

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 (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$Sf = 100 \times F1 / F$$

Where:

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

F1 - is the price of the lowest Financial Proposal, and

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

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.80; 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 **Lowest Calculated Proposal**. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *June 21, 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 **Technical Training on Generator Repair and Maintenance in Sebha and Qatroun** in accordance with your Request for Proposal (RFP) dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers Organization

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

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

[The description of the approach, methodology and work plan/ work times, number of trainers, staff, venue specs, details & location, list of equipment to be used, 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.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

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 **Technical Training on Generator Repair and Maintenance in Sebha and Qatroun** in accordance with your Request for Proposal (RFP) dated on 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: Breakdown of Costs by Activity¹

| Cost Component | Costs | | | |
|----------------|-------|-----|----------|--------|
| | Unit | Qty | Currency | Amount |
| Activity 1 | | | | |
| Activity 2 | | | | |
| Activity 3 | | | | |
| Activity 4 | | | | |
| Activity 5 | | | | |
| Activity 5 | | | | |
| Activity 5 | | | | |
| Activity 5 | | | | |
| Total | | | | |

¹ Form FPF2 shall be filed at least for the whole assignment.

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.

Authorized Signature:
 Name and Title of Signatory:

Section IV. Terms of References

A. Evaluation context

Overall

The International Organization for Migration established its operations in Libya in 2006 and is active and present in the east, west and south of the country. IOM's Displacement Tracking Matrix monitors displacement and migration trends, which data and analysis aim to provide an evidence base to facilitate targeted humanitarian interventions. Through its guidance, IOM is able to tailor a comprehensive response to the humanitarian needs of migrants, internally displaced, returnee populations and host communities. Libya has traditionally been an origin, transit and destination country for migrants seeking better economic opportunities, escaping oppressive conditions in their home countries, or hoping to use the territory as a launch pad to Europe. Libya has been marked by a history of continued conflict and unrest in this North African country, which worsened between 2014 to 2020. The country has been further compounded by socio-economic impacts of the COVID-19 pandemic which developed from March 2019.

Migrant dynamics in Libya remain complex and dynamic, with many migrants across the country confronting significant challenges and protection concerns, linked to their status in the country and the vulnerable situations in which many find themselves. IOM Displacement Tracking Matrix (DTM) Libya identified a total of 635,051 migrants from over 44 nationalities in the 100 Libyan municipalities during Round 40 of data collection (December 2021 – January 2022)¹. Migrants in Libya are predominantly irregular, which eradicates nearly all their rights and access to public services in the country. In addition, there are 168,011 Internally Displaced Persons (IDPs) in Libya, primarily displaced due to the deterioration of the security situation².

Migrants, especially those originating or traveling from sub-Saharan Africa³, typically travel along traditional migration routes across Libya's open and porous southern border. Once inside Libya, migrants face a series of challenges caused by the harsh desert climate, lack of access to water and hence the constant threat of dehydration. The lack of government control throughout the southern region makes the area a prime location for criminal networks to exploit vulnerable migrants on the move. In addition, human smugglers frequently prey upon these migrants, offering promises of safe passage through inhospitable desert towards their intended destination for an exorbitant fee.

During their movement, migrants stop along the way to find work to fund their onward journey. The ongoing volatile security situation, and especially the armed conflict that erupted in Tripoli in the beginning of April 2019, has left migrants in the country vulnerable and stranded, often facing arbitrary arrest and detention, torture and sexual violence and increasingly in need of humanitarian assistance, including humanitarian evacuation. Employment and access to work

¹ IOM Libya DTM Migration Report Round 40, January 2022:

https://displacement.iom.int/sites/default/files/public/reports/DTM_Libya_R40_Migrant_Report_FINAL.pdf

² IOM Libya DTM IDP and Returnee Report Round 40, January 2022:

https://displacement.iom.int/sites/default/files/public/reports/DTM_R40_IDP_Returnee_Report.pdf

³ Most migrants originate from Niger, Egypt, Chad, Sudan, Nigeria, and Mali, while refugees originate from Eritrea, Ethiopia, Iraq, Palestine, Sudan and Syria.

opportunities for migrants has been further affected with the development of the COVID-19 pandemic in Libya, which has adversely impacted general population mobility and business.

The Libyan health system was not structured in a sustainable manner under Qaddafi's leadership, being heavily reliant on foreign medical personnel. As such, Libya's health system suffers from severe shortages of staff, a poorly functioning medical supply chain and very weak disease surveillance and health information systems. With the beginning of the conflict, the following years of instability and with a lack of qualified medical professionals, the health system has nearly collapsed. Many public health care facilities are closed and those that are open lack medicines, supplies and equipment. Others have been directly and deliberately attacked or damaged due to fighting and those that remain functional are overburdened or unable to be maintained. There are acute shortages of medical specialists, midwives and nurses and huge gaps in coverage due to the uneven distribution of general internists, most of whom are working in urban areas. In many remote and hard-to-reach locations, poor and vulnerable communities have extremely limited access to health care.

Project

With this Action, IOM seeks to ensure a cohesive and integrated approach to protection and sustainable assistance to vulnerable and stranded migrants with a multifaceted approach. IOM aims to protect, assist and support vulnerable migrants, including enhancing social cohesion between migrants and host communities while also promoting a more effective and organized labour migration to promote longer term development in Libya. The overarching objective is to support an enabling environment where authorities can assume the responsibility of implementing policies and programmes related to the protection and reintegration of migrants and ultimately improve the governance of migration in the country.

This Action is based on the Action Document "Managing mixed migration flows: protection, health, assistance, resilience and community engagement" (Reference T05-EUTF-NOA-LY-11), with main delivery channels through UNHCR, IOM and WHO. The Action, in its objectives and activities, is a continuation of "Protecting vulnerable migrants and stabilizing communities" (Agreement T05-EUTF-NOA-LY-11/T05.141, duration: 1 May 2017 to 31 August 2021, total amount 70,800,000.00 EUR), which is henceforth in this document referred to as Phase I, while the proposed Action is referred to as Phase II.

It is relevant to note that Phase I has been a sizable and significant intervention which has, over the course of more than four years, allowed IOM to provide protection services and assistance to populations in need across the country and to react quickly to relieve urgent needs when they have arisen. It has also been a ground-laying action allowing IOM the opportunity to start addressing issues of longer-term significance in the wider areas of migration management and community resilience.

The Action is rooted in IOM Libya's Strategic Framework for 2021-2024⁴, which stresses equally the importance of continuing the provision of assistance and protection to migrants in Libya who are in an extremely precarious and vulnerable position from a protection perspective, but also the expansion of programming related to medium and long-term objectives, such as community engagement, labour mobility and border management.

⁴ IOM Libya Strategic Framework 2021-2024, URL: <https://libya.iom.int/sites/libya/files/Publications/IOM%20LIBYA%20FRAMEWORK%202021%20-%202024.pdf>

The Action is also in line with IOM's MENA Regional strategy 2020-2025⁵, which reflects the essential role that IOM plays in the field of human mobility: protecting, assisting and supporting migrants, developing effective responses to the shifting dynamics of migration, and serving as a key source of advice on migration policy, research, data and practice. The regional strategy also highlights an aspect that is very significant with regard to Libya, namely the critical work that IOM undertakes in emergency situations, developing the resilience of communities and mobile populations and particularly those in vulnerable situations, while building capacity within governments to manage all forms and impacts of mobility.

With the wide range of areas of intervention this Action proposes, it contributes also towards the Sustainable Development Goals (SDGs) in a variety of ways. In addition to the often referred to SDG 10.7 which targets specifically the facilitation of orderly, safe, regular and responsible migration, including the implementation of well managed migration policies, the Action Document contributes to SGD 3: Ensure healthy lives and promote well-being for all people at all ages, SDG 10: Reduce inequality within and among communities and SDG 16: Promote just, peaceful and inclusive societies.⁶

The Action is in line with the principles and spirit of the Global Compact for Safe, Orderly and Regular Migration (GCM), which is not signed by Libya. The GCM recognizes that migration has been part of the human experience throughout history, that it is a source of prosperity, innovation and sustainable development and that these positive impacts can be optimized by improving migration governance. It sets forth a vision where migration benefits all. This Action tries to contribute to this vision with all its aspects and particularly with its planned activities related to labour mobility and creating a strong evidence base on migration processes.

The project is structured as follows:

Overall Objective – Reinforce protection and resilience of migrants and host communities in Libya while supporting an improved migration management along migration routes in the country.

Specific Objective 1 – Strengthened protection environment for vulnerable populations in Libya, with specific focus on migrants.

Specific Objective 2 – Improved stability, resilience and employability in diverse and migrant-dense communities in Libya.

Specific Objective 3 – Enhanced evidence base for improvement of service provisions for populations on the move in Libya.

Under Specific Objective 1, IOM implemented the following main activities:

- **Improving access to essential services for protection of vulnerable populations including migrants, refugees, UASCs on the move, and survivors of trafficking, victims of abuse, exploitation and other persons at risk.**
It includes: Provision of specialized assistance; Protection Case Management Assessments; Study visits to open reception facilities for migrants; Training and Capacity; Support to host families and safe shelters; Community-Based protection activities, awareness-raising and information dissemination among affected populations
- **Training of Equipment of Libyan authorities to respond and identify needs of migrants at disembarkation points and detention.**

⁵ IOM MENA Regional Strategy 2020-2025, URL:

https://www.iom.int/sites/default/files/documents/middle_east_and_north_africa_regional_strategy_2020-2024_21sept20_v06.pdf

⁶ Please see the cross – section between the SDG and migration at: <https://migrationdataportal.org/sdgs>

It includes: Protection and assistance in detention centres and at disembarkation points, Light rehabilitation works or maintenance of WASH infrastructure; Environmental health and pest remediation activities; Rights-based capacity building and sensitization.

- **Improving access of migrants, IDPs and host communities to quality essential health services.**

It includes: Assessment of public health risks and health care delivery capacity; Provision of medical assistance; Strengthening the capacity of healthcare providers; Support public health facilities.

- **Improving access to MHPSS services for migrants and host community members.**

It includes: Support national MHPSS coordination in the East ; Provision of Psycho-Social Support (PSS) training and support services;

- **Increasing access to humanitarian direct assistance for Migrants, IDPs, and, where relevant host communities.**

It includes : **Pre-distribution needs assessments** ; Procurement of NFIs and emergency food ; Distributions of NFIs and hygiene kits.

- **Providing access to assistance and protection to vulnerable migrants en route through a Migrant Resource and Response Mechanism (MRRM).**

It includes : Outreach, screening, and assessment of needs ; Provision of integrated multi-sectoral assistance.

Under Specific Objective 2, IOM implemented the following main activities:

- **Improving capacity of communities to engage with tribal, ethnic, migrant and other social groups in their city.**

It includes: Conduct meetings with project stakeholders; Strengthening social cohesion through capacity building and community engagement activities

- **Improving access to basic and community services to targeted communities.**

It includes: Implement CIPs and provision of equipment for essential services delivery.

- **Improving livelihood opportunities for Libyans and migrants:**

It includes: Provide vocational and business management trainings and toolkits.

- **Improving labour conditions and increased access to employment opportunities for communities in Libya, including migrants.**

It includes: Capacity building on labour mobility and human development; Support in establishing youth centres and enhancing youth services; Support knowledge repository of vocational qualifications; Promote migrant inclusive outreach events to promote employability; Upgrade technical training curricula to strengthen links to employment opportunities.

Under Specific Objective 3, IOM implemented the following main activities:

- **Enhancing International and local partners' access to migration data and quality humanitarian information products**

It includes: Perform DTM assessments, produce reports and disseminate results; Produce Detention Centre Profiles; Support in-depth studies and conduct comprehensive research into migration dynamics within Libya.

B. Evaluation purpose

The evaluation is an IOM end-cycle (final) summative evaluation to be conducted through an external firm intended for programme management and donors.

The main objective of the evaluation is **to assess and measure the extent to which the project implemented in Libya, has achieved its intended short-, medium- and long-term objectives as well as the extent to which the interventions and delivery strategies were adequate to address the problems at hand with the aim to determine what worked and what did not work under what circumstances.** The evaluation is therefore also expected to document lessons and good practices. The findings, recommendations, lessons, and good practices emanating from the evaluation will be used to inform further programme development either through scaling up or through the development of a follow up phase to maximize the momentum created through this initiative. The users of this evaluation include IOM Libya particularly the project Management team and PDSU interested in integrating recommendations, lessons, good practices into on-going programmes and identified priorities into future resource mobilization initiatives as well as the project team. Furthermore, the evaluation is expected to inform the donors who is interested to know the effectiveness and efficiency of the projects.

C. Evaluation Scope

The evaluation will study the effects of the project interventions on the beneficiaries at the end of the implementation period. More specifically, the evaluation will analyse to what extent objectives and results were achieved and who benefited from them. The evaluation will cover the entire period of projects implementation duration (**12 months**, from 1 September 2021 to 31 August 2022).

D. Evaluation criteria

The evaluation will assess the performance of the project against the OECD-DAC criteria of relevance, effectiveness, coherence, efficiency, impact and sustainability. The evaluation is also expected to assess the extent to which the project integrated cross-cutting issues including gender and human rights. In order to assess what worked and what did not work the evaluation is also expected to assess the project overall logic and implementation processes to determine how the project was adequate to local needs.

Overall, the evaluation will assess of the project performance on the following:

1. The adequacy of the implementation Strategy and approaches.
2. Determination of the relevance of the intervention in terms of timing, targeting and design.
3. Determine whether resources (financial, human and materials/equipment) have been used wisely addressing the needs of the beneficiaries and to what proportion of the people in need.
4. Documentation of the efficiency and effectiveness of the intervention based on the results achieved with available resources.
5. Identification of indicators of success, including project beneficiaries' views on the benefits and impact of the interventions.

6. Assess the impact of activities, the level of engagement of local communities, and the readiness to expand this component in future actions related to mobile service delivery and continuity of care and protection in the country.

E. Evaluation questions

More specifically, the evaluation will seek to provide informed answers to the following questions:

Relevance, as the extent to which the project's objective and intended results remain valid and pertinent either as originally planned or as subsequently modified

- Do the intended results align with and support government officials building of capacities?
- Has the project responded to the needs of the target beneficiaries, especially of migrants?
- Has the project targeted beneficiaries – especially migrants - in the most effective way?
- Is the project aligned with and supportive of IOM national, regional and/or global strategies and the Migration Governance Framework?
- Are there any identifiable ways that the approach should be revised in future, or is it evident that additional or complementary activities or projects will need to be implemented?
- Is the project well designed according to IOM project development guidelines in a way that address local priority needs?

Effectiveness assesses the extent to which a project translated resources and activities into its intended short, medium- and long-term results.

- To what extent has the project successfully translated the resources (inputs) into tangible and quality outputs and outcomes in accordance with the stated plans?
 - To what extent has the project and its outputs enhanced the migrants access to basic services and the capacities of Government officials on protecting vulnerable migrants?
- Were the activities sufficiently well implemented to reach intended results? Would other activities have been more effective in reaching the results?
- To what extent has the project and its outputs met stakeholder expectations, both government and participants?
- To what extent has the project adapted to changing external conditions in order to ensure project outcomes are achieved?
- What were the major external factors influencing the achievement of the project's expected outputs and outcomes, including both contextual factors and other related interventions?

Efficiency is how well human, physical and financial resources are wisely used to undertake activities, and how well these resources are converted into outputs.

- To what extent were resources (time, funds, expertise) used wisely and adequately to address the most compelling priorities and achieve the outputs? Is the cost worth it?

- How does this project align with and complement other related initiatives, whether implemented by IOM, the government, or other national and international actors? What is the added value, if any, of this project compared to those other efforts?
- Were the project activities undertaken as scheduled and were outputs delivered on time and in expected quantity? If not, what was the reasons?

***Impact** is an evaluation criterion that assesses the positive and negative, primary and secondary long-term effects produced by a project, directly or indirectly, intentionally or unintentionally.*

- What long-term changes (whether intended or unintended, positive or negative) can be observed, if any? To what extent can they be attributed to the project interventions?

***Sustainability** refers to the durability of the project's results or the continuation of the project's benefits once external support ceases.*

- To what extent were the project and its results supported by local institutions and embedded in institutional structures that are surviving beyond the life of the project?

***Cross-cutting issues: Gender and Human Rights**⁷:*

- To what extent were gender mainstreaming issues considered in design and implementation?
- To what extent were differences, needs, roles and priorities of women, men and specific vulnerable groups considered during planning and implementation?
- Were any barriers to equal gender participation identified in design or implementation, and was anything done to address these barriers?
- To what extent did rights and dignity of beneficiaries uphold by project and its partners throughout the implementation?

F. Evaluation methodology

Given the current context in Libya, the evaluation will be conducted mainly remotely (home based) with one field visit – if the situation will allow. The evaluator should provide a detailed and appropriate methodology and data collection methods to get credible evidence to address the evaluation objectives and to respond to the above evaluation questions in addition to the following suggested methods: from

- (1) **Desk reviews** of available documents.
- (2) **Direct observation** at selected site (only if the situation will allow);

⁷ IOM Rights-based approach to Programming:

https://www.iom.int/sites/default/files/our_work/ICP/IML/rba_manual.pdf

UNEG Integrating Human Rights and Gender Equality Evaluation Guidance:

<http://www.unevaluation.org/document/detail/980>

(3) **Semi-structured interview** with beneficiaries.

(4) **Interview** with project staff; and

(5) **Interview** with key informants.

(6) Review and Analyse **project monitoring records**.

The evaluator is expected to develop a detailed evaluation methodology appropriate for responding to the above evaluation purpose and questions.

The evaluation should follow the IOM Data Protection Principles, UNEG norms and standards for evaluations, and relevant ethical guidelines.

The evaluator will execute the evaluation with the support and oversight of the Project Manager and team, as well as the thematic support from the IOM Libya Monitoring and Evaluation Officer. IOM Libya will also support with the eventual translation of documents in local language and with the logistical and administrative arrangements, including helping to organize online meetings and arranging interpreters, as needed.

The evaluator will be responsible for preparing for and carrying out data collection and analysis and producing the evaluation deliverables outlined below.

Ethics, norms, and standards for evaluation

IOM abides by the norms and standards of UNEG and expects all evaluation stakeholders to be familiar with the ethical conduct guidelines of UNEG and the consultant(s) with the UNEG codes of conduct as well.

G. Evaluation Deliverables

Expected evaluation deliverables to be produced by the evaluator are:

1. **Inception report** with detailed description of the evaluation approach and Methodology and detailed work plan. The inception report should also include an evaluation matrix and draft data collection tools and should be written in a way that demonstrate a good understanding of the assignment as outlined in this ToR.
2. **Draft analytical evaluation report** supported by annexes of quantitative/qualitative analysis;
3. **Final analytical evaluation report** supported by annexes of quantitative/qualitative analysis complemented. The report will have to highlight how the lessons learnt and formulating cross-cutting recommendations that will benefit the sustainability of the interventions.

The evaluation report should follow a structure that include the following sections, at minimum:

- Cover page,
- Executive summary
- list of acronyms
- Intro
- Evaluation framework and Methodology
- Findings
- Conclusions and recommendations
- Annexes (itinerary, people met, question guides, etc.)

- A two-pager **Evaluation Brief**. The **Evaluation Brief** that outlines key findings and recommendations.

The evaluator is expected to submit the evaluation report and relevant accompanying annexes in English not later than **TBD 2022**. The final report should meet the standards laid out in the UNEG evaluation guidelines and should follow the IOM Data Protection Principles.

Evaluation workplan

| H. Activity | Responsible | Timeline | No. of Days |
|---|--|----------|-------------|
| Review documents and prepare a detailed inception report, including evaluation matrix and data collection tools | Evaluator | Week 1 | 7 |
| Planning data collection and coordinate the logistical arrangements and agenda | Evaluator with support from Project Team | | |
| Evaluation data collection and analysis | Evaluator with support from Project Team | Week 2 | 4 |
| Draft presentation and de-brief Project Manager and team on the initial findings and tentative conclusions | Evaluator | | 3 |
| Draft the evaluation report | Evaluator | Week 3 | 4 |
| Incorporate comments/feedback from Project Team, M&E officer and Regional Officer M&E Specialist | Evaluator with support from Project Team | | 3 |
| Finalize and submit the final version of the report | Evaluator | Week 4 | 7 |
| Submission of final report, annexes and two-page evaluation brief | Evaluator | Week 5 | 3 |
| Drafting and submission of the two-pager evaluation brief | Evaluator | | 4 |

I. Evaluation budget and payment

IOM is looking for a qualified external independent evaluator. The evaluator's fee will be all inclusive. The fees include all costs related to (when and if possible, given the current security context and COVID-19 pandemic) flights and hotel accommodation, field trips to relevant implementation sites, translation and any other cost associated with the completion of the evaluation assignment. Disbursement of the evaluation consultancy fees will be paid upon satisfactory submission and approval of the following deliverables by IOM:

- Inception report
- Final evaluation report

- Evaluation brief

J. Submission of application

Interested candidates are expected to submit a **technical and financial proposals with all-inclusive itemized budget and their CV, cover letter as well as their recent evaluation report example**. The proposal must provide details on a proposed methodology and approach to the assignment. Late submissions will not be considered.

K. Required qualifications and experience

The evaluator should meet the following minimum qualifications and experience:

- Minimum master's degree or equivalent in social research and/or evaluation methods Monitoring and Evaluation Methods, Public Policy, Development studies, International Relations, or related field of studies.
- At least 5 years of experience managing and/or evaluating development projects/programmes/initiatives.
- Demonstrable experience and familiarity with migration dynamics in North Africa.
- Demonstrated sound understanding of migrant's thematic topics, i.e., migration management, risk of irregular migration, trafficking in persons, labour migration, victim protection, etc will be an advantage.
- Good track records in conducting evaluations and technical and analytical report writing.
- Fluency in English is required, and knowledge of Arabic is an advantage.



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

Headquarters

17 route des Morillon. C.P. 71, CH-1211 Geneva 19, Switzerland
Tel.+ (41.22) 717-9111 Fax +(41.22) 798-6150

PO No. **Rev. No.**
Reference SAP PO No

Manila Administrative Support Office

25/F Citibank Tower, 8741 Paseo de Roxas, Makati, Philippines
Tel. + (632) 848-1260 Fax +(632) 848-1257

PO Date
Revision Date

PURCHASE ORDER

Vendor's Details

Ship/Deliver Purchased Goods/Services To:

Delivery Schedule

Send Invoice To:

Terms of Payment

| No | Description | Project Budget Line/WBS | Qty | Unit | Unit Price | Total |
|----|-------------|-------------------------|-----|------|------------|-------|
| | | | | | | |

| | |
|-------------------|---|
| Sub-Total | |
| Taxes (if any) | |
| Shipping | |
| Insurance | |
| Discount (if any) | |
| TOTAL | - |

Vendor's Acceptance

This is to certify that I fully read the terms and conditions of this Purchase Order stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its requirements and fully comply with its terms and conditions.

I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.

Sign Over Printed Name & Date

Prepared by: _____

Date _____

Approved by: _____

Date _____

Standard Terms and Conditions for Purchase Order for Provision of Services

1. Acceptance of Purchase Order

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

2. Services Supplied

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

3. The Service Fee

- 3.1 The Service Fee indicated in the PO shall constitute as the full consideration for the complete performance of the Services.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
- 3.3 The Service Fee shall become due after IOM's receipt and approval of the invoice, within the period stated in the PO. Payment shall be made in currency stipulated in the PO by bank transfer to the Service Provider's bank account.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (h) The Service Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
 - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
 - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
 - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
 - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
 - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
- 4.3 The Service Provider further warrants that it shall:
- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
 - (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
 - (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
 - (d) Ensure that the SEA provisions are included in all subcontracts.
 - (e) Adhere to above commitments at all times.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.
- ### 5. Assignment and Subcontracting
- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.
- ### 6. Defaults, Defaults and Force Majeure
- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service

Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

6.2 In case of failure by the Service Provider materially to perform in accordance with the Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

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

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

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

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

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the addresses of IOM and Service Provider provided on the PO.

12. Dispute Resolution

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

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

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

12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

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

19. Entirety

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

20. Entry into Force; Amendments

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

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

The Service Provider acknowledges and agrees that as the funding for this agreement (the "**Agreement**") derives from the European Union ("EU"), the following provisions are required and are to be read in conjunction with the provisions of the Agreement. This Annex forms an integral part of the Agreement. In case of discrepancies between the Agreement and the provisions of this Annex, the latter shall prevail.

Communication and Visibility

1. The official name and emblem or logo (as applicable) of IOM and the EU may only be used by the Service Provider in connection with the Project and with the prior written approval of IOM.
2. If as part of the Services information shall be given to the press and/or to the Final Beneficiaries¹ by the Service Provider, then the Service Provider shall include in all acknowledgements to the press and/or Final Beneficiaries, as well as in all related publicity material, official notices, reports and publications that the Services were carried out "*with funding by the European Union*" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. The content of any publications by the Service Provider pertaining to the Services, in whatever form and whatever medium, including the internet, shall be agreed in advance with IOM and shall carry the following disclaimer: "*This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.*"
3. If during the provision of the Services under this Agreement, equipment, vehicles or major supplies are used, or permanent installations are set up for future use as part of the Services, the Service Provider shall if so requested by IOM display appropriate acknowledgement on such vehicles, equipment, major supplies or permanent installations, including the display of the EU logo (twelve yellow stars on a blue background). The Service Provider shall immediately alert IOM of any security risk resulting from such display, whereupon the Parties shall consult in order to reposition or remove the display, at IOM's sole discretion and at no extra cost.
4. IOM and the Service Provider shall consult immediately and endeavour to remedy any detected shortcoming in complying with the Communication and Visibility requirements of this Annex. This is without prejudice to measures IOM may take under the Agreement in case of substantial breach of an obligation.

Data Protection

5. The Service Provider shall ensure appropriate protection of personal data. Personal data shall be:
 - processed lawfully, fairly and in a transparent manner in relation to the data subject;
 - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
 - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - accurate and, where necessary, kept up to date;
 - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
 - processed in a manner that ensures appropriate security of the personal data.

Other obligations

6. The Service Provider shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Service Provider shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
7. The Service Provider shall refrain from any action which may give rise to a conflict of interests. A conflict of interests shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.
8. The Service Provider shall immediately notify IOM if it has or if it becomes aware that persons having powers of representation, decision making or control over the Service Provider:
 - (i) have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; or
 - (ii) have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest.
9. The Service Agreement acknowledges and agrees that IOM shall inform the EU of any of the situations referred to in Article 8 of this Annex. The Service Provider further acknowledges and agrees that the EU may introduce this information in the EU's Early Detection and Exclusion System and may publish it on the website of the European Commission. The Service Provider shall immediately inform IOM when it becomes aware that transmitted information needs to be rectified, updated or removed.

Archiving

10. For a period of 7 (seven) years after the completion of the Services or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM to the Service Provider, the Service Provider shall keep and make available all relevant information (originals or copies) related to the Agreement as per clauses 11 to 15 below.

Access and Financial checks

11. The Service Provider acknowledges and agrees that IOM shall inform the competent bodies of the European Union of irregularities and fraud detected in the performance of the Agreement and the measures taken by the Service Provider in response thereto.
12. Personnel of the competent bodies of the European Union² shall have the same access to all financial records, supporting documents, statistical records and all other records relevant to the Services as IOM under the Audit Article of the Agreement.
13. To that end, the Service Provider undertakes to provide officials of IOM, European Commission, or any other authorised representatives, upon request, information and access to any documents and computerised data concerning the technical and financial management of Services paid under this Agreement, as well as grant them access to sites and premises at which Services are carried out. The Service Provider shall take all necessary measures to facilitate these checks. The documents and computerised data may include information which the Service Provider considers confidential. Such information once provided to the European Commission, or any other authorised EU representatives, shall be treated in accordance with EU confidentiality rules and legislation. Documents must be accessible and filed in a manner permitting checks, the Service Provider being bound to inform the European Commission of the exact location at which they are kept. Where appropriate, the Service Provider may agree with IOM to send copies of such documents for a desk review.
14. Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Articles 12 and 13 of this Annex shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the EU and IOM.
15. The competent bodies of the European Union or IOM shall inform the Service Provider of the planned on-the-spot missions by representatives appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

Termination

16. In the event of termination of the EU Agreement, IOM shall promptly notify the Service Provider, whereupon this Agreement shall terminate with immediate effect or on a later date if so indicated by IOM, and the Service Provider shall be entitled to payments in accordance with the relevant Article of the Agreement dealing with termination.

¹ Final Beneficiary means a natural or legal person ultimately benefitting from the funding provided under the EU Agreement.

² For the purposes of this Annex, reference to the competent bodies of the European Union includes the European Anti-Fraud Office and the European Court of Auditors.



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. _____ https://www.ungm.org/UNUser/Home

UN Partner Portal Reference _____ https://www.unpartnerportal.org

Registration Date _____ Main Country of Operations (dd-mmm-yyyy)

Licensing Auth./Type _____ License No.: _____ Reg. Date: dd-mmm-yyyy Expiry Date: 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

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.

DECLARATION OF CONFORMITY

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]*