

REQUEST FOR PROPOSALS
(*PROCUREMENT OF SERVICES*)
For Simple Assignments

SERVICES FOR

*Final External Evaluation of the IOM Project
“Responding to the needs of most vulnerable
populations in Libya through COVID-19 prevention,
assistance and access to vaccination”*

Prepared by



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

IOM Libya Mission

May 17, 2022

REQUEST FOR PROPOSALS
RFP No.: LY22-180

Mission: **Libya**

Project Name: **Project Monitoring and Evaluation**

Title of Services: **Final External Evaluation of the IOM Project
Responding to the needs of most vulnerable populations
in Libya through COVID-19 prevention, assistance and
access to vaccination”**



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Final External Evaluation of the IOM Project Responding to the needs of most vulnerable populations in Libya through COVID-19 prevention, assistance and access to vaccination*” for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Final External Evaluation of the IOM Project Responding to the needs of most vulnerable populations in Libya through COVID-19 prevention, assistance and access to vaccination*”. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm 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/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Purchase order

The Proposals must be delivered by hand or through mail to IOM with office address at iomlibyaproposal@iom.int on or **before May 24, 2022**. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

Procurement Unit

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/ Consulting Firms

1. Introduction

- 1.1 Only eligible Service Providers/ Consulting Firms 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 Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms 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/ Consulting Firms 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/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm 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 V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.

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 in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm 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/ Consulting Firms and IOM, shall be in **English**. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in **English**.
- 5.3 The Service Providers/ Consulting Firms 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/ Consulting Firms must give particular attention to the following:
- a) If a Service Provider/ Consulting Firm 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/ Consulting Firms 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.¹
 - 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 6 (Section III).
- a) A brief description of the Service Providers/ Consulting Firms 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

¹ This clause shall be included/revised as deemed necessary

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 (5) 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, consultants 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 4 (Section IV).
- 7.2 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *EUR*.
- 7.5 The Financial Proposal shall be valid for *90 calendar days* During this period, the Service Provider/ Consulting Firm 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/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one electronic copy of the proposal. The proposal must be delivered through e-mail on or *before May 24, 2022*.
Any e-mail that is more than 10Mb should be divided and send as multiple e-mails due to server restrictions. Online file sharing methods can be also preferred to share the files in addition to the emails.
- 8.2 E-mail subject of proposals should be “*LY22-180 ‘Company Name’*” for easy tracking. Proposals without the reference number might be rejected by the e-mail
- 8.3 Proposals must be received by IOM through iomlibyaproposal@iom.int e-mail address on or before *May 24, 2022*. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM.
- 8.4 After the deadline for the submission of all the Proposals shall be opened first by the Procurement unit .

9. Evaluation of Proposals

- 9.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than twenty-one (21) calendar day after the deadline for receipt of proposals.
- 9.2 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.
- 9.3 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%
- 9.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. External Evaluation services carried out on behalf of the government, UN, NGOs, diplomatic missions and INGOs)	Past or current assignments involving Provision of External Evaluation services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	4 years or more experience	30
		2–3year experience	20
		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	
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 understanding of subject matter and required processes.	10	
	The technical approach fairly addresses ToR objectives, showing fair understanding of subject matter and required processes.	5	
Delivery Schedule (max 10 points)	Adequately shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	10	
	Fairly shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	5	
	Timelines unrealistic and/or deliverables inconsistent with TOR	2	
	No work plan/clear delivery schedule submitted with TOR	0	

Qualifications and Number of years of experiences of the Project Manager (max 15 points)	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.	5 years or more experience	15
		3-4 years or more experience	10
		1-2 years or more experience	5
Qualifications and Number of years of experiences of Technical Expert (max 15 points)	Certification in social research and/or evaluation methods Monitoring and Evaluation Methods, Public Policy, Development studies, International Relations, or related field of studies.	5 years or more experience	15
		3-4 years or more experience	10
		1-2 years or more experience	5

The minimum technical score St required to pass is: *70 Points*

9.5 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/ Consulting Firm and Terms of Reference (TOR);

10. Financial Evaluation

10.1 IOM shall notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score.

10.2 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.

10.3 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.

10.4 The Financial Proposal of Service Providers/ Consulting Firms 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.

11. Negotiations

- 11.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be shared after the financial proposal opening.
- 11.2 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/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.
- 11.3 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.
- 11.4 Having selected the Service Provider/ Consulting Firm 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/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

- 11.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 11.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms 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/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment as soon as possible.

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of staff member: _____
Full name of authorized representative: _____

TPF-6: Time Schedule for Professional Personnel

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

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

Part-time: _____

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

Ladies/Gentlemen:

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

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

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

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, 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:

Section IV. Terms of Reference

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 a transit and destination country for migrants seeking better economic opportunities, escaping violence in their home countries, or hoping to use the territory as a launch pad to Europe. Yet, the protracted conflict in the country, which has worsened since 2014, did not reduce the flow of migrants into the country. It has in fact, made the transit and the permanence even more difficult and dangerous. In Libya, there are currently approximately 650,000 migrants, the majority coming from Libya's neighboring countries Niger, Chad, Sudan and Egypt. In front of this situation, the comprehensive and systematic collection, exchange and analysis of data on migration in Libya remains a major challenge for national authorities.

The COVID-19 pandemic continues to aggravate an already complicated situation of vulnerable migrants and internally displaced persons (IDPs) in Libya, many of whom are deeply affected by the unstable security situation without access to basic essential services and little to no access to health care.

The health system in Libya was already facing challenges when the pandemic put additional strain on it. The Health Sector in Libya reports that the situation has been exacerbated by the mismanagement of many health facilities. In 2021, reports indicated that in some areas, up to 90 per cent out of all existing of primary health care centres remained closed. One third of all health facilities in the south and east of Libya are not functional while 73 per cent in the south and 47 per cent in the east are partially functioning mainly due to the shortage of medical supplies and lack of human resources. Out of the total facilities assessed in 2021, 37 per cent health facilities were reported damaged, fully and partially. Health facilities across the country had to be closed due to increasing transmission of COVID-19 among health workers, lack of PPE and supplies. Of those remaining functioning, 80 per cent of PHC centers did not have any of the essential medicines.²

Over the course of 2021 COVID-19-related morbidity and mortality rates have continued to rise steadily and existing gaps in the COVID-19 response must be addressed. The heightened risk of COVID-19 transmission and outbreak faced by migrants held in detention centres is of particular concern as the pandemic further exacerbates the already dire conditions that migrants in detention experience and compounds their vulnerabilities.

According to the World Health Organization (WHO)⁴, as of 6 February 2022, the NCDC and MOH administered a total of 3,124,669 vaccine doses in Libya, vaccinating 42% of the Government's initial target population of 7.5 million, a number which covers Libyan citizens, migrants, and refugees.

Migrants

Migrants are particularly vulnerable to health risks due to their precarious living situation and the sticking lack of access to health services. According to IOM DTM, 87 per cent of migrants have limited or no access to health services and this situation is not new. The

² 2021 Annual report of the Libya Health sector, URL:

https://reliefweb.int/sites/reliefweb.int/files/resources/health_sector_libya_annual_report_2021.pdf

reported lack of access is more than 70 per cent in every DTM Migrant Report round for the past several years.³

Migrants in detention have limited access to WASH facilities as well as fresh air, properly ventilated spaces, light, and electric appliances. Sanitary facilities are very limited, overly used, and unable to properly function causing sewage clogs leading to flooding of their living space with human waste. Migrants lack access to proper drinking water resulting in numerous health issues and increasing the risk of transmission of diseases such as cholera, diarrhea, polio, typhoid, and hepatitis A. Moreover, migrants in detention are also unable to practice social distancing. In such conditions, women and children are particularly vulnerable and even more exposed to health risks associated with poor hygiene and transmittable diseases.

The vaccination status of migrants, especially of those who live in the community settings remains obscure due to a lack of functioning and standardized national data collection and reporting mechanism. Through the health sector partnership, IOM often receives fragmented, inconsistent, and even contradicting information on the vaccination status of people in each municipality.

IOM with NCDC launched the targeted national vaccination campaign for migrants on 3 October 2021. To date, the campaigns were conducted in 12 DCs and five migrant-dense municipalities in west and east Libya, providing vaccines to cumulative 7,911 migrants.

Project

To limit the vulnerability of migrants to disease spread and support national COVID19 prevention, response and vaccination efforts, IOM Libya implemented – in close collaboration with WHO and the Ministry of Health - this Austrian funded which has been continuing for nearly one year project aimed at 1) supporting migrants who are in extremely volatile situations – i.e. those who are detained in detention centres with bad living conditions and 2) contributing to strengthening Libyan authorities' ability to prevent and respond to COVID-19 transmission and outbreaks amongst the most vulnerable populations who are mobile or detained.

Objective: To support Libyan authorities to respond to the most urgent needs of at-risk populations in Libya whose vulnerabilities have been further exacerbated by the COVID19 pandemic while promoting equitable access to the COVID19 vaccines for all, including migrants.

Outcome 1: Migrants and other vulnerable populations have improved access to overall health services, including COVID-19 services, to protect against disease spread.

Under this outcome, IOM implemented the following main activities

- To limit the spread of the pandemic, IOM distribution of PPE kits to migrants disembarked on shore following a Search and Rescue Operation at sea, and to migrants detained in detention facilities. These were provided directly to the migrants.
- To enhance the capacity of detention authorities to better prevent and respond to COVID-19 cases, IOM donated COVID-19 PPE to Directorate of Combatting Illegal Migration (DCIM) headquarters in Tripoli and Al Bayda for officials working at 15 detention centres. These were then distributed to the detention centers' staff.
- Similarly, PPE had been provided before the end of the project to staff working at Points of Entry.

³ IOM Libya DTM Migrant Report, round 39, URL:

https://displacement.iom.int/sites/default/files/public/reports/DTM_Libya_R39_Migrant_Report_FINAL.pdf

- To strengthen surveillance activities at POEs, IOM has placed medical staff at two POEs. They are providing support with traveler screening for infectious diseases, in-patient transfer to health and quarantine facilities and case management.
- To raise awareness about prevention of COVID-19, IOM implemented awareness raising campaigns in the communities through community mobilizers.

Outcome 2: Libyan authorities have enhanced their ability to coordinate and promote equitable access to COVID19 vaccines in Libya, including amongst most vulnerable mobile populations.

Under this outcome, IOM implemented the following main activities:

- IOM provided data and analysis on migrant and refugee populations based on its assessments to inform vaccination campaign planning and implementation.
- IOM organized a master training for MoH and NCDC health workers and administration staff and trained 17 individuals as master trainers. In the next two months they will conduct cascade trainings with local MOH and NCDC staff.
- By way of providing technical support the three taskforces responsible for cold chain/vaccine logistic management, capacity building and demand creation, IOM has hired three consultants who are embedded in the health authorities. The consultants are supporting the taskforce for cold chain/vaccine logistic management, capacity building and demand creation.
- IOM in partnership with UNICEF, is still in the process of purchasing cold chain equipment to support vaccination campaign implementation.

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 (**18 months**, from 1 May 2021 to 31 October 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 MRRM 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 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 COVID-19 preparedness?
- 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 Rights⁴:

⁴ 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>

- 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 and the limitation of movements imposed by the COVID-19 pandemic, 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);
- (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 the 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.

H. Evaluation workplan

I. Activity	Responsible	Timeline	N 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		
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		
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		

J. Evaluation budget and payment

IOM is looking for a qualified external independent evaluator. The evaluator's fee will be all inclusive. Proposals exceeding **5.000 EUR** will not be considered. 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

K. 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.

L. 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

<i>Vendor's Details</i>	<i>Ship/Deliver Purchased Goods/Services To:</i>
-------------------------	--

<i>Delivery Schedule</i>	<i>Send Invoice To:</i>
--------------------------	-------------------------

<i>Terms of Payment</i>

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

Sub-Total <i>Taxes (if any)</i> <i>Shipping</i> <i>Insurance</i> <i>Discount (if any)</i>	
TOTAL	-

<p>Vendor's Acceptance</p> <p><i>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></p> <p><i>I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.</i></p> <p style="text-align: right; margin-top: 20px;">_____</p> <p style="text-align: right; margin-top: 5px;"><i>Sign Over Printed Name & Date</i></p>

Prepared by: _____ Date _____
Approved by: _____ Date _____

1. Agreement

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. Payment

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

5. Adjustments

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

a) IOM or its representative shall have the right to inspect and/or test the goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected goods to Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.

c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract

d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. Warranties

8.1 Supplier represents and warrants that:

(a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.

(b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;

(c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;

(d) In all circumstances it shall act in the best interests of IOM;

(e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;

(f) It has not misrepresented or concealed any material facts in the procuring of this PO;

(g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;

(h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

(i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;

(j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Supplier further warrants that:

(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.

(b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.

(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

(f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

(g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

9. Indemnification

The Supplier 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 Supplier or its employees, officers, agents or subcontractors, in the performance of this Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the expiration or termination of this Contract.

10. Termination and Reprourement

(a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.

(b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this PO is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier 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 PO. These obligations shall survive the expiration or termination of this PO.

15. Use of IOM Name

The use of the official logo and name of IOM may only be used by Supplier in connection with this PO and with the prior written approval of IOM.

16. Status of IOM

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

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. Waiver

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

19. Severability

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

Supplier's signature and stamp accepting these terms and conditions:

Date:



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

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

Contact Information

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

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

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

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

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)*

<input type="checkbox"/> Agriculture, Livestock and Fisheries	<input type="checkbox"/> Fuels and Derivatives	<input type="checkbox"/> Legal and Investigation	<input type="checkbox"/> Power Supply and Electric
<input type="checkbox"/> Chemicals	<input type="checkbox"/> Furniture	<input type="checkbox"/> Logistics and Warehousing	<input type="checkbox"/> Quality Control and Environment
<input type="checkbox"/> Clothing and Luggage	<input type="checkbox"/> Hospitality, Events	<input type="checkbox"/> Media and Printing	<input type="checkbox"/> Security
<input type="checkbox"/> Construction	<input type="checkbox"/> Insurances	<input type="checkbox"/> Medical, Drugs and Pharma	<input type="checkbox"/> Social and Humanitarian Services
<input type="checkbox"/> Consultancy and Contracted Services	<input type="checkbox"/> IT and Communications	<input type="checkbox"/> NFIs – Household and Camps	<input type="checkbox"/> Tickets
<input type="checkbox"/> Finance and Administration	<input type="checkbox"/> Land and Buildings	<input type="checkbox"/> Office Equipment and Supply	<input type="checkbox"/> Tools and Machinery
<input type="checkbox"/> Food and Beverage	<input type="checkbox"/> Learning, Training and Recreation	<input type="checkbox"/> Personal Care	<input type="checkbox"/> 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:** _____ **Expiry Date:** _____
For additional licenses, please use the Other Information Section *dd-mmm-yyyy* *dd-mmm-yyyy*

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

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

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

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

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

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

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

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

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

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

Printed Name

Position/Title

Signature

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]*