

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Provision of Land transportation services including insurance of cargo in transit and customs clearance services in Libya for two years long term agreement

Prepared by



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

IOM Libya Mission

07 January 2022

REQUEST FOR PROPOSALS
RFP No.: LY22-004

Mission: *Libya*

Project Name: 2 years Long Term Agreement

WBS: to be determined as per project needs

Title of Services: *Provision of Land Transportation services including insurance of cargo in transit and customs clearance services in Libya for two years long term agreement*



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Land transportation services including insurance of cargo in transit and customs clearance services in Libya for two years long term agreement* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the Services as per the Terms of reference attached.

Important information to Vendors and suppliers:

- Deadline of RFQ: **25 January 2022 COB, Libya time**
- Bid offer currency: **USD**
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int
- The financial price list should be valid for 3 Months and fixed for 24 months upon signature of the Long-Term Agreement by both parties.
- The vendor must provide bank statements or audited financial statements for the previous 3 financial years as per Vendor Information Sheet Annex 6.
- The service provider must provide the Percentage of premium for insurance cover for shipment of cargo in transit and provide a list of Insurance company they intend to acquire the cover from. Both Local and international insurance coverage is allowed. **Companies providing no insurance will be disqualified and no any other form of guarantee will be accepted apart from insurance.**
- All clarifications to be send via iomlibyaproposal@iom.int latest by 20 January 2022 at 1700hrs Libya time.
- Vendor Eligibility Evaluation will be done based on the Vendor Information Sheet (Annex 6) completed.

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

The RFP includes the following documents:

- Section II – Technical Proposal forms (Annex 1 to Annex 6)
- Section III – Financial Standard Forms (Annex 7 to Annex 8)
- Section IV – Terms of Reference
- Section V. Contract Template

The Proposals must be delivered electronically to iomlibyaproposal@iom.int on or *before 25 January 2022, at 1700Hrs Libya Time*. 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.

[IOM Libya Procurement](#)

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

Section I - Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers registered in Libya may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers 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 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 .

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.

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 through IOM Libya Website.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent by email to iomlibyaproposal@iom.int latest by 20 January 2022 at 1700hrs Libya time. IOM will respond in writing or 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.

6.2 The Technical Proposal shall provide the following information:

- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature 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.
- c) The list of proposed Professional Staff team by area of expertise, who will be the focal point for this service.
- d) Latest CV signed by the proposed professional staff and the authorized representative submitting the proposal for the Operations Manager or the focal point for this service.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, service providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms (Section III).

7.2 The Financial proposal shall include all costs associated with the assignment.

7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may reimburse the Service Provider for any such taxes. 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 shall express the price of their services in *USD which will be fixed during two (2) years of signed Long-Term Agreement*.

7.5 The Financial Proposal shall be valid for *at least 3 months*. During this period, the Service Provider is expected to keep available the services 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 Technical Proposal and Financial Proposal as appropriate.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by IOM BEAC.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to IOM and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any IOM staff member, regarding matters connected to their Proposals. 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.

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 *Forty-five (45) working days* after the deadline for receipt of proposals.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the described services, compliance to the requirements of the RFP and by applying an evaluation criterion, 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 described services 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			Score
1. Specific experience of the Service Providers relevant to the assignment: [Max 30 points]			
1) Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance services carried out on behalf of UN, NGOs, diplomatic missions and INGOs)	Past or current assignments involving Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance 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
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 40 points]			
1) 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
2) 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
3) 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		0

3. Key professional staff qualifications and competence for the assignment: [Max 30 points]			
Qualifications and Number of years of experiences of the Project Manager (max 15 points)	Bachelor's Degree in Logistics and Experience in overseeing Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance services	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 Logistics and Experience of Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance services	5 years or more experience	15
		3-4 years or more experience	10
		1-2 years or more experience	5

The minimum technical score 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 and services described.

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, and financial evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP.
- 11.2 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.3 IOM 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.
- 11.4 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:

$$\mathbf{Sf = 100 \times F1 / F}$$

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 = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$S_c = S_t \times T\% + S_f \times F\%$$

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. The expected date and address for contract negotiation is *25 February 2022*.
- 12.2 Negotiation will include: a) discussion and clarification of the Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section V). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful. 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 *01 March 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

Annex 1 - Technical Proposal Submission Form

[Location, Date]

To: [*\[iomlibyaproposal@iom.int\]*](mailto:iomlibyaproposal@iom.int)

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance 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 electronically.

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:

Annex 2 - Service Provider/ Consulting Firm's Organization

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

Annex 3 - Service Provider/ Consulting Firm's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Service Providers/ Consulting Firms , If Any:		Nº of Months of Professional Staff Provided by Associated Service Providers/ Consulting Firms :
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

Annex 4: Comments and Suggestions of Service Providers/ Consulting Firms on the Terms of Reference and on Data, Services, and Facilities to be Provided by IOM

A. On the Terms of Reference:

[The Service Provider/ Consulting Firm should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Service Provider/ Consulting Firm’s Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers/ Consulting Firms, including administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.
- 4.
- 5.

Annex 5: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical proposal. The Consultant is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
 - b) Work Plan and
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section the Service Provider/ Consulting Firm should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Consultant should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Service Provider/ Consulting Firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Service Provider/ Consulting Firm should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

Annex 6 – Vendor Information Sheet



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 CSOs
0300 - National Government Entities International CSOs
0500 - International Organizations - Non-UN
0600 - UN entities
0200 - National
0005 - Individual Consultant/Non-Staff 0400 -

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

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.

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

Product Categories (check all applicable)*

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

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

_____ Signature

_____ Position/Title

_____ Date

Section III. Financial Proposal - Standard Forms

Annex 7: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for *Provision of Provision of Land transportation including insurance coverage in transits for the cargo as well as provision of customs clearance services* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is valid for three (3) months and will be valid for two (2) years after the signature of Long-Term Agreement.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *three (3) months* 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 ,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:

Annex 8 - Price Schedules
Price List for Custom Clearance Services

Entry Point	Locations	Destinations	40 feet containers			Total	20 feet containers			Total	Remarks
			Customs clearance	Port charges	Transportation		Customs clearance	Port charges	Transportation		
Sea ports	Tripoli	Janzour-Tripoli									Per Container
	Alkums	Janzour-Tripoli									Per Container
	Misrata	Janzour-Tripoli									Per Container
	Benghazi	IOM Benghazi									Per Container
Airports	Mitiqa	Janzour-Tripoli									Per AWB
	Zwara	Janzour-Tripoli									Per AWB
	Misrata	Janzour-Tripoli									Per AWB
	Benghazi	IOM Benghazi									Per AWB
Surface ports	Ras Ijdair	Tripoli									Per Truck
		Benghazi									Per Truck
	Dhaiba	Tripoli									Per Truck
		Benghazi									Per Truck

* Port charges includes: shipping lines delivery order, port storage fees, customs inspection, etc.

* Port charges excludes: food or medicine THC, governmental approvals, etc.

Intercity Transportation

From	To	1-5 Ton	20 feet	40 feet
Tripoli	Al Zawia			
	Surman			
	Subratha			
	Zwara			
	Zintan			
	Baten Al Jabel			
	Daher Al Jabel			
	Al Ryayna			
	Gharyan			
	Mizda			
	Nalut			
	Jado			
	Ghadamis			
	Derj			
	Al Khoms			
	Al Garaboli			
	Zliten			
	Musrata			
	Tawergha			
	Bani Waleed			
	Tarhuna			
	Misillata			
	Sirte			
	Al Jufra			
	Sabha			
	Berghen			
	Ubari			
	Zala			
	Gatrun			
	Murzuk			
	Um Al Araneb			
	Ghat			
	Shahat			
	Jalou			
	Ojala			
	Al Bayida			
	Derna			
	Soussa			
	Ajdabiya			
	Tucra			
	Bnina			
	Marj			
	Abyar			
	Qaminis			
	Sluck			
	Jagboub			
	Kufra			
	Tazirbu			
	Benghazi			
	Tobruk			
Al Brega				
Shweeref				

From	To	1-5 Ton	20 feet	40 feet
Benghazi	Al Marj			
	Shahat			
	Al Biyda			
	Tobruk			
	Sirte			
	Ajdabiya			
	Tucra			
	Bnina			
	Ubari			
	Zala			
	Gatrun			
	Murzuk			
	Ghat			
	Jalou			
	Ojala			
	Derna			
	Soussa			
	Abyar			
	Qaminis			
	Sluck			
	Jagboub			
	Tazirbu			
Al Kufra				
Al Brega				
Al Jufra				
Sebha				
Tripoli				
Shweeref				

In-City Transportation

CITY	1 TON	5 TON	20 FEET	40 FEET
Tripoli				
ALZAWIA				
SORMAN				
SUBRATHA				
ZWARA				
TAJURA				
ZLITEN				
ALKOUMES				
MUSRATA				
BEN WALIED				
SABHA				
SERIT				
ALQATRON				
GHERIAN				
BENGAZI				

Extra charges

Description	1 TON	5 TON	20 FEET	40 FEET
daily rate distribution up to 3 locations				
daily rate distribution more than 3 locations				
loading/off loading at each extra location charge/per location				
out standing charge / per night				
Return charge (when vehicle needs to provide return transportation)				
Refrigerated Trucks				
Workers (worker/ truck)				

Insurance of Cargo in Transit

Premium Insurance Coverage as percentage (%) of total value of items declared	(Please mention the percentage of insurance cost here)			
Type of Insurance (Local / International) specify type				
List of risks covered and exclusions ie terrorism, fire, theft, war, robbery etc.	Insurance Coverage		Exclusions	

Section IV – Terms of Reference for Custom Clearance Services

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

In the framework of IOM Emergency and Refugee Humanitarian Assistance Program, the IOM now invites interested Bidders to submit "Bid" for the long-term provision of Customs Clearance for goods shipped to Libyan ports (Tripoli- Misrata- Alkums- Benghazi) and/or internal transport between all Libyan cities, including but not limited to (Zwara- Zawiyah- Tripoli -Zliten- Misrata- Sirte- Sabha- Ubari- Ghat- Benghazi- Derna) service to IOM Libya following:

- A) All Airports in Libya
- B) All sea ports in Libya
- C) All dry ports in Libya

Bids shall be valid for a period of 24 Months (the Bidder shall indicate appropriate Price Schedule for its best fixed long-term prices in USO for 2-years period).

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Agreement, without obligation to inform the affected Bidder/s of the ground for IOM action.

1. Details of General Services Required

1.1 The service provider shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, and transportation service in accordance with the best commercial practice.

1.2 The service provider shall advise on better conditions or options available to IOM, such as information may regard tariffs, carriers, etc.

1.3 The contractor shall be aware of international conventions and local laws with regards to:

- A) Customs for import/export of goods
- B) Carriage of goods by sea.
- C) Carriage of goods by air.
- D) Carriage of goods by land within Libya and over the borders.

2. Details of Port of Entry Service Required

2.1 The contractor shall be responsible for the receipt, storage, handling and customs clearance of shipments at the following ports of entry

- A) All international Airport in Libya.
- B) All sea ports in Libya
- C) All dry ports in Libya

2.2 The contractor shall ensure cargo is cleared correctly and in a timely manner while avoiding any actions that may result in potential delays or cost.

2.3 Additional ports of entry may be added during the course of this contract.

2.4 For each shipment, IOM shall provide the contractor with shipping documents giving a description, copy of the PO and relevant supporting documentation for customs compliances, such as invoices, packing list, certificate of origin, bills of lading, airway bills, duty and tax exemption certificate.

- 2.4 The contractor provides the necessary documents for the full customs clearance and coordinate the prompt submission of the necessary documents to the relevant government departments/ Ministries including the revenue Authority and customs/ Border Authorities.
- 2.5 Clear all IOM supplies as per the shipping documents sent by IOM or nominated company.
- 2.6 Provide IOM with the appropriate documents for customs clearance validation, materials pickup and delivery.
- 2.7 Re- arrange and reload of IOM supplies (from IOM warehouse, Suppliers premises, customs facility or other locations) and deliver the goods within the specified agreed upon time frame to specified location.
- 2.8 Provide advice on suitable route and transport vehicle requirements.
- 2.9 Immediate notification of IOM in the event of significant delays or issues associated with customs clearance or in-land transportation.

3. Time Demurrage

- 3.1 The contractor shall be able to monitor still standing containers and notify IOM logistics seven (7) days prior to the expiration of the established free time.

4. In land transportation (from port of Entry to IOM warehouse located in Hay EL Kuwait- Janzour- Tripoli- Libya

- 4.1 the contractor is also required to provide transportation of shipments to in- land locations described in the tender Annex B. The IOM does not grantee any minimum volume of shipments to be handled by the contractor.
- 4.2 Upon receipt of the shipping documents from IOM stating the date, final destination and any special handling or packing instructions, the contractor shall organize their local office or local freight forwarding agent to provide transportation services as needed once the shipment has cleared customs.
- 4.3 For all imported goods, upon arrival of consignments to IOM Warehouses, acknowledgement receipt (GRN- Good receiving note) shall be contain:
 - a) The PO (Purchase Order) number, the quantity both packing units and pieces and the description of goods received, and the date received.
 - b) The relevant bill of lading/ airwaybill.
 - c) The name of the supplier condition of the goods received, including details as to whether the goods packaging was damaged.
 - d) The name and signature of authorized IOM representative. The contractor must include a copy of such acknowledgement receipt with all documentation provided in support of the invoiced claim submitted by the contractor in connection therewith.
- 4.4 The contractor must be prepared to coordinate transportation for both containerized and non- containerized freight; both 20ft and 40 ft containers; palletized and loose cargoes, and any condition requested by IOM.

5. Performance Measures/ Key performance indicator

- 5.1 Complete clearance process without any unnecessary delay.
- 5.2 Pickup and dispatch supplies from one location to another based on the request.
- 5.3 Upload online electronic copies for the delivered waybills and delivery notes within 24 hours of the completed delivery.
- 5.4 Provide signed copies of the waybills and supply delivery notes at the end of each month along with the invoices for payment.

6. Insurance coverage

6.1 The contractor will ensure that the trucks are fully insured (All risk insurance) to the value of the vehicle and cargo contained therein against normal risks (Fire, theft and third- party liability).

6.2 The contractor shall offer every assistance to IOM and\ or the designated insurance company in loading and offloading and pursuing claims for loss or damage in transit with the relevant parties. The contractor shall always protect the interest of IOM and ensures settlement is affected without delay, in accordance with the relevant regulation, subject to inherent delays of the relevant legal system.

7. The main commodities related to custom clearance and transportation are, but will not be limited to:

7.1 IT equipment e.g., computers and printers;

7.2 Telecommunications equipment e.g., HF, VHF radios, V-SAT's, etc.;

7.3 Vehicles (import and export);

7.4 Hygiene Kits;

7.5 Emergency shelter items, e.g., blankets, plastic sheeting, buckets, Family tents, etc. Water and sanitation supplies and equipment;

7.7 Clothes and shoes for persons of concern;

7.8 Assembled housing units, tents;

7.9 Other sundry equipment's i.e., Generators, kitchens

7.10 Dry food.

8. Service Request form

IOM Logistics unit will share a service request form with the service provider via email clearing detailing the location, service required, and this service request form will be attached to the invoice for payment processing.

9. Invoicing and payment

9.1 The contractor shall invoice IOM on monthly basis (Calendar period from 1st to last date of month).

9.2 The invoices shall include a breakdown of costs detailing all corresponding charges per consignment with a copy of the Service Request form from IOM Logistics Unit.

9.3 All invoices submitted to IOM must show detailed breakdown of services and charged and evidence of service rendered is to be provided with each invoice via original goods receipt notes, waybills or equivalent as proof of customs clearance/ Transport. Failing to do so may result in delay or rejection of relevant line item.

9.4 The contractor will promptly inform IOM for purpose of approval of any situation under the contract, which may impose additional financial obligations on IOM.

Section V. Contract Template

IOM office-specific Ref. No.	
IOM Project Code	

Long Term Service Agreement
between
the International Organization for Migration
and
[Name of the Service Provider]
on
Land Transportation and Custom Clearance Services

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

1. Introduction and Integral Documents

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

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

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

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):
[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]
- 2.2 The Service Provider shall commence the provision of Services from **01 April 2022** and fully and satisfactorily complete them by **31 March 2024**.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

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

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

3. The Service Fee

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

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

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

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

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

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

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

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;

- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

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

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;

- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

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

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

its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

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

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the

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

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

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

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

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

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

13. Use of IOM Name, Abbreviation and Emblem

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

14. Status of IOM

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

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

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

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

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce

expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

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

18. Severability

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

19. Entirety

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

20. Final Clauses

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

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

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: