

# **REQUEST FOR PROPOSALS**

*(PROCUREMENT OF SERVICES)*

*For Simple Assignments*

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## **SERVICES FOR** ***Safety Assessment at Tripoli Main Port (LCG and GACS)***

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**Prepared by**



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

***IOM Libya Mission***

***13February 2022***

**REQUEST FOR PROPOSALS**  
**RFP No.: LY22-060**

**Mission: *Libya***

**Project Name: *IBM/SAR***

**WBS: *DP.2377.LY10.D3.18.002***

**Title of Services: *Safety Assessment at Tripoli Main Port***



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## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Safety Assessment at Tripoli Main Port* 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: *Safety Assessment at Tripoli Main Port* 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](mailto:iomlibyaproposal@iom.int) on or **before 26 February 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](mailto: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.<sup>1</sup>
  - 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 *three (3) 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

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<sup>1</sup> 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 *three (3) 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 *USD*.
- 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 26 February 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 “*LY22-060 ‘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](mailto:iomlibyaproposal@iom.int) e-mail address on or before *26 February 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:

<b>Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. Provision of safety assessment services carried out on behalf of the government, UN, NGOs, diplomatic missions and INGOs)</b>	Past or current assignments involving Provision of Safety assessment services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	<b>4 years or more experience</b>	<b>30</b>
		<b>2–3year experience</b>	<b>20</b>
		<b>1 year experience</b>	<b>10</b>
		<b>No experience</b>	<b>0</b>
<b>Organization and staffing with a copy of the company Profile (max 10 points)</b>	Very Good presentation of organization in area of operation i.e. Libya with suitable assignment of staff	<b>10</b>	
	Good presentation of organization in area of operation i.e Libya with suitable assignment of staff	<b>7</b>	
	Fair presentation of organization in area of operation i.e Libya with suitable assignment of staff	<b>3</b>	
<b>Proposed Technical approach (max 20 points)</b>	The technical approach fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.	<b>20</b>	
	The technical approach partially addresses ToR objectives, showing good understanding of subject matter and required processes.	<b>10</b>	
	The technical approach fairly addresses ToR objectives, showing fair understanding of subject matter and required processes.	<b>5</b>	
<b>Delivery Schedule (max 10 points)</b>	Adequately shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	<b>10</b>	
	Fairly shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.	<b>5</b>	
	Timelines unrealistic and/or deliverables inconsistent with TOR	<b>2</b>	
	No work plan/clear delivery schedule submitted with TOR	<b>0</b>	

<b>Qualifications and Number of years of experiences of the Project Manager (max 15 points)</b>	Bachelor's Degree in Security and Experience in overseeing Provision of safety assessment and security services	<b>5 years or more experience</b>	<b>15</b>
		3-4 years or more experience	10
		1-2 years or more experience	5
<b>Qualifications and Number of years of experiences of Technical Expert (max 15 points)</b>	Certification in Security and Experience in overseeing Provision of safety assessment and security 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  $S_t$  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**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
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**

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

<b>A. Field Investigation and Other Activities</b>														
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:

## **Terms of Reference (ToR)**

### **Disembarkation Points Safety Assessment**

#### **Context and Scope**

Libya is both a transit and destination country for migrants seeking better economic opportunities and escaping violence in their home countries. In 2021, a total of 32,425<sup>2</sup> migrants trying to reach Europe were returned to Libya by the Libyan Coast Guard (LCG), General Administration for Coastal Security (GACS) and other Search and Rescue (SAR) entities. This is 2.7 higher than the 11,891 returns for 2020. Additionally, more migrants and refugees arrived in Europe through the Mediterranean routes. In quarter three of 2021, a total of 49,092 of migrants and refugees were registered arriving through the three Mediterranean routes and the Western African Atlantic route to Europe which is 1.6 times higher than the 31,563 arrivals registered in the same period in 2020<sup>3</sup>.

The drastic increase of rescued or intercepted migrants in the Libyan maritime zone has significantly constrained already under-equipped reception facilities at disembarkation points. Coupled with this challenge is the inability to safely provide much needed life-saving assistance, such as protection, medical treatment, or referrals to migrants disembarked. The International Organization for Migration (IOM) collaborates closely with Libya's SAR entities to enhance the adoption of protection principles based on international standards at the disembarkation points. Presently there are 18 disembarkation points established along the Mediterranean Coast in Libya; the Libyan Coast Guard (LCG) manages 13, while five (5) belong to the General Administration of Coastal Security (GACS).

In Libya, IOM promotes the implementation of protection-oriented and human rights-based Search and Rescue (SAR) activities to address the increasing challenges related to migration management through enhancing capacities of relevant national entities to deliver life-saving assistance to migrants disembarked and those inside detention centers.

Under the Search and Rescue component of the **'Protecting vulnerable migrant and stabilizing communities in Libya'** project, funded by the **European Union Trust Fund (EUTF II)**, IOM aims to enhance the capacity of the Libyan authorities to deliver their mandate in a protection-oriented manner. Through this Action and guided by the Human Rights Due Diligence Policy on United Nation (UN) support to non-UN security forces (HRDDP) assessment of GACS and LCG, IOM aims to provide basic rehabilitation work to ensure the minimum standards of protection at approved disembarkation points to mitigate risks including of gender-based violence.

Pursuant to the above, IOM is planning to conduct an assessment to establish safety measures to protect and provide better assistance to migrants on disembarkation, as well as provide a safe working environment for officials at the disembarkation points.

#### **Objective**

The overall objective of the assessment is to identify potential risks and propose a practical set of safety measures to be implemented at the Disembarkation Point (DP) to mitigate such risks to enable better assistance to disembarked migrants. This information will also enhance the safety of officials working at the disembarkation points.

The specific objectives:

- Identification of hazards (a list of all relevant accident scenarios with potential causes and outcomes) and recommendation of practical risk control options.

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<sup>2</sup> IOM Libya Maritime updates

<sup>3</sup> Displacement Tracking Matrix (DTM) July – September 2021

- Identification of urgent safety needs/concerns at disembarkation points and reception areas. Including but not limited to assessing the surfaces, lighting, fire precautions, safety signals, edge protection and fence and emergency responses and procedures.
- Identification of technical and operational improvement needed for minimal medical and WASH facilities at the disembarkation point.
- Provide concrete recommendations for the improvement of safety measures at the DP, including rehabilitation options, equipment and accompanied training needed.
- Provide technical and operational recommendations to authorities operating the DP to enhance safety of migrants and officials working at the facilities, including gender considerations. This recommendation should come in the form of Standard Operating Procedures applicable to the safety measures proposed.

## **Methodology**

The assessment will be conducted jointly with the relevant national counterparts using primary and secondary data and under the overall guidance of IOM. It will involve assessment visits to the relevant locations, consultative meetings with counterparts, and desktop reviews of previous similar work done at DP according to best international practices. It will also adopt scenario-based sector risk/hazards projections.

## **Geographical scope:**

This assessment will target one DP, namely Tripoli Main Port, that consist of two different sites: one site is managed by LCG, and one site is managed by GACS. A separate assessment will be conducted for each site, resulting in two safety assessments.

## **Deliverables**

- Detailed work plan validated by the IOM.
- Proposal for risk and safety assessment to be conducted.
- Conduct field visits and facilitate meetings with national counterparts under the guidance of IOM
- Two comprehensive final reports, one for each site, including the elements described under the “Objectives” section above and any additional components as agreed upon in the work plan and proposal for safety assessment

## **Duration**

The assessments will be tentatively conducted over the span of 1 month.

## **Experience/requirement**

- The expected profile of the expert entity, whether it is an individual consultant, or a consulting firm, must have risk assessment and extensive experience related.
- Proven competency in conducting similar assignments.
- Preferable prior work experience with an international organization.
- Strong understanding of the Libyan context is an asset.
- Language: fluency in Arabic and English is a requirement.
- Sound analytical and writing skills and proven ability to write concise, informative, and accurate reports.
- Must have professional certification in risk and safety assessment from an accredited professional institution.



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

**Headquarters**

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

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

**Manila Administrative Support Office**

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

PO Date  
Revision Date

**PURCHASE ORDER**

Vendor's Details

Ship/Deliver Purchased Goods/Services To:

Delivery Schedule

Send Invoice To:

Terms of Payment

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

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

**Vendor's Acceptance**

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

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

\_\_\_\_\_

Sign Over Printed Name & Date

Prepared by: \_\_\_\_\_

Date \_\_\_\_\_

Approved by: \_\_\_\_\_

Date \_\_\_\_\_



**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:**