

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: **4200577803**

Date: 23 November 2023

### **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Impact Evaluation of IOM's LMG Trainings in Libya**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

- Section 1: This request letter
- Section 2: RFQ Instructions and Data
- Annex 1: Schedule of Requirements
- Annex 2: Quotation Submission Form
- Annex 3: Technical and Financial Offer
- Annex 4: IOM's Data Protection Principles
- Annex 5: Terms of Reference

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

**IOM Libya Procurement**

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	09-December-2023, 23:59 Libya Time If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	Quotations must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery  Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <b>25 MBs</b></li> <li>▪ Mandatory subject of email: <b>Company name and RFQ 4200577803</b></li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”.</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> <li>▪ The proposer should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Supplier Code of Conduct</b>	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
<b>General Conditions of Contract</b>	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	Bidders MUST have the legal capacity to enter into a binding contract with IOM and must be fully registered to operate in Libya Bidders MUST have Business licence applicable with the requested service category
<b>Currency of Quotation</b>	Quotations shall be quoted in USD Currency
<b>Duties and taxes</b>	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall: <ul style="list-style-type: none"> <li><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes.</li> <li><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes.</li> </ul>

<b>Language of quotation and documentation including catalogues, instructions, and operating manuals</b>	English
<b>Documents to be submitted</b>	<p>Bidders shall include the following documents in their quotation:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed.</li> <li><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</li> <li><input checked="" type="checkbox"/> Signed DOC</li> <li><input checked="" type="checkbox"/> Signed Code of Conduct</li> <li><input checked="" type="checkbox"/> Signed VIS Form</li> <li><input checked="" type="checkbox"/> Company registration documents.</li> </ul>
<b>Quotation validity period</b>	Quotations shall remain valid for 180 Days from the deadline for the Submission of Quotation.
<b>Price variation</b>	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
<b>Payment Terms</b>	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input type="checkbox"/> Other
<b>Contact Person for correspondence, notifications, and clarifications</b>	<p>Focal Person: IOM Libya Procurement  E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated to <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> by 05 December 2023
<b>Evaluation method</b>	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price and Technically compliant offer.  <input checked="" type="checkbox"/> Other</p> <p>The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:</p> <ul style="list-style-type: none"> <li>• Specific experience of the Service Providers relevant to <ul style="list-style-type: none"> <li>- The assignment: <b>50 Points</b></li> <li>- Years of experience in this field <b>25 Points</b></li> <li>- Similar organizations worked <b>25 Points</b></li> </ul> </li> <li>• General qualification <b>30 Points</b> <ul style="list-style-type: none"> <li>- Labour Capacity <b>15 Points</b></li> <li>- Responsiveness to the TOR <b>15 Points</b></li> </ul> </li> <li>• Key professional staff qualifications and competence for the assignment:</li> <li>• <b>20 Point</b> <ul style="list-style-type: none"> <li>- Specific Experience <b>50 Points</b></li> <li>- General qualification <b>30 Points</b></li> <li>- Key Staff and CVs <b>20 Points</b></li> <li>- Total weight: <b>100 points</b></li> </ul> </li> <li>• The minimum technical score required to pass is: <b>70 Points</b>.</li> </ul> <p>The financial scores (<b>Sf</b>) of the other Financial Proposals shall be computed based on the formula:</p> $\text{Sf} = 100 \times \text{FI} / \text{F}$ <p>Where:</p>

	<p><b>Sf</b> - is the financial score of the Financial Proposal under consideration,  <b>Fl</b> - is the price of the lowest Financial Proposal, and  <b>F</b> - is the price of the Financial Proposal under consideration.</p> <p>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)</p> <p style="text-align: center;"><b>Sc = St x T% + Sf x F%</b></p> <p>The firm achieving the highest combined technical and financial score may be invited for negotiations.</p>
<b>Evaluation criteria</b>	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others ( <i>for ex, environmental criteria/considerations, etc</i> )
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
<b>Right to vary requirement at time of award</b>	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
<b>Type of Contract to be awarded</b>	Service Agreement
<b>Expected date for contract award.</b>	01 January 2024
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

## ANNEX 1: SCHEDULE OF REQUIREMENTS

### Delivery Requirements

Delivery Requirements	
<b>Delivery date and time</b>	Bidder shall deliver the goods and Services needed After Contract signature and dates mentioned in the contract.
<b>Delivery Terms (INCOTERMS 2020)</b>	At Delivered Place
<b>Customs clearance (must be linked to INCOTERM)</b>	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
<b>Exact Address(es) of Delivery Location(s)</b>	Tripoli_Libya
<b>Distribution of shipping documents (if using freight forwarder)</b>	Click or tap here to enter text.
<b>Packing Requirements</b>	Click or tap here to enter text.
<b>Training on Operations and Maintenance</b>	Click or tap here to enter text.
<b>Warranty Period</b>	Click or tap here to enter text.
<b>After-sales service and local service support requirements</b>	Click or tap here to enter text.
<b>Preferred Mode of Transport</b>	Choose an item.
<b>Other information</b>	

## ANNEX 2: QUOTATION SUBMISSION FORM

*Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

Name of Bidder:		
RFQ reference:	<b>4200577803</b>	Date:

### BIDDER'S DECLARATION OF CONFORMITY<sup>1</sup>

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.

<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.unegm.org/Public/CodeOfConduct">https://www.unegm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Date:

# VENDOR INFORMATION SHEET

**Vendor No.** \_\_\_\_\_  
Internal to IOM

**Registered Vendor Name\*** \_\_\_\_\_

**Other Names/Acronyms** \_\_\_\_\_

**Address\***

House No \_\_\_\_\_

Street Name \_\_\_\_\_

ZIP/Postal Code\* \_\_\_\_\_

City\* \_\_\_\_\_

Region\* \_\_\_\_\_

Country\* \_\_\_\_\_

**Contact Information**

Company Tel/Mobile: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Email: \_\_\_\_\_ Contact Person Position: \_\_\_\_\_

Company Website: \_\_\_\_\_

**Industry Category\*:**

<input type="checkbox"/> 0100 - Commercial Vendors <input type="checkbox"/> 0200 - National CSOs <input type="checkbox"/> 0300 - National Government Entities <input type="checkbox"/> 0400 - International CSOs	<input type="checkbox"/> 0500 - International Organizations - Non-UN <input type="checkbox"/> 0600 - UN entities <input type="checkbox"/> 0005 - Individual Consultant/Non-Staff
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**Business Type\*:**

Direct Producer/Manufacturing

Reseller/Distributor/Service Provider

**Provide Services/Goods Internationally\***     Yes     No

**Disability-inclusive\***     Yes     Not applicable

**Women-owned/controlled\***

At least 51% women-owned/controlled

Less than 51% women-owned/controlled

Not applicable

**Notes**

All fields marked with \* are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).

Vendor Name - should match IDs or registration documents.

If there is insufficient space, please use the Other Information section

**Product Categories (check all applicable)\***

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**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

### ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	4200577803	Date:

#### Technical Offer

##### Mandatory to Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- team composition and CVs of key personnel

#### Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump-sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

#### Currency of Quotation: USD

Ref	Description of Deliverables	Price
1.	Impact Evaluation of IOM's Labour Migration Governance Trainings in Libya Commissioned by IOM Libya Country Office, Labour Mobility and Social Inclusion (LMI) Unit  <b>As per attached TOR</b>	
<b>Total Price</b>		

#### Breakdown of Fees

Personnel / other elements	UOM	Qty	Unit Price	Total Price
Personnel				
Other expenses e.g.				
<b>International flights</b>				
Subsistence allowance				
Local Transportation				
Communication				
Other Costs: (please specify)				

<b>Total</b>				
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**Compliance with Requirements**

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Please confirm validity of Quotation per
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p><b>Company Name</b>Click or tap here to enter text.</p> <p><b>Address:</b> Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p><b>Phone No.:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b>Click or tap here to enter text.</p>	<p><b>Authorized Signature:</b></p> <p><b>Date:</b>Click or tap here to enter text.</p> <p><b>Name:</b>Click or tap here to enter text.</p> <p><b>Functional Title of Authorised Signatory:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b> Click or tap here to enter text.</p>
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## Annex 4

### IOM Data Protection Principles

#### 1: LAWFUL AND FAIR COLLECTION

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

#### 2: SPECIFIED AND LEGITIMATE PURPOSE

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

#### 3: DATA QUALITY

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

#### 4: CONSENT

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

#### 5: TRANSFER TO THIRD PARTIES

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

#### 6: CONFIDENTIALITY

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

#### 7: ACCESS AND TRANSPARENCY

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

#### 8: DATA SECURITY

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

#### 9: RETENTION OF PERSONAL DATA

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

#### 10: APPLICATION OF THE PRINCIPLES

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending *inter alia* on the sensitivity of the personal data. These principles shall not apply to non-personal data.

#### 11: OWNERSHIP OF PERSONAL DATA

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

13: EXCEPTIONS

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

Anonymous data means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

Consent means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose. Child means any person under the age of 18 years.

Data controller means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

Data processing means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

Data protection means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

Data protection focal point means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

Data subject means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

Electronic record means any electronic data filing system that records personal data.

*Inter alia* (Latin) means “amongst other things.”

IOM means the International Organization for Migration.

IOM beneficiary means any person that receives assistance or benefits from an IOM project.

IOM headquarters means IOM offices in Geneva, Switzerland.

IOM staff means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

IOM unit/department means the structure at IOM headquarters responsible for IOM activity areas.

Knowledge means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

Non-personal data means any information that does not relate to an identified or identifiable data subject. Paper record means any printed or written document that records personal data.

Personal data means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

Third party means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

Vulnerable groups means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

Vulnerable individual means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent

## ANNEX 5: Terms of Reference

### Impact Evaluation of IOM's Labour Migration Governance Trainings in Libya

#### Commissioned by IOM Libya Country Office, Labour Mobility and Social Inclusion (LMI) Unit

##### 1. Evaluation Context

Despite the fluid security situation and economic instability that has characterized Libya since the revolution in 2011, the country remains both a transit and destination for migrants pursuing better economic opportunities. According to the Displacement Tracking Matrix (DTM), there are 706,062 migrants in Libya, as of 2023. Migrants are vital contributors to the Libyan economy, but a majority do not hold regular status in Libya. As such, they do not benefit from labour law regulations and protection.

In coordination with the Ministry of Labour and Rehabilitation, IOM contributes to capacity building in labour migration governance by offering policy and technical advice, supporting the development of strategies, legislation and administrative structures that promote efficient, effective and transparent labour migration flows, and facilitating the recruitment of workers.

##### Overview of the Training Initiative

Starting in 2020, the Labour Mobility and Social Inclusion (LMI) unit at IOM in Libya, developed a training curriculum on Labour Migration Governance (LMG), tailored to the Libyan context. The curriculum focuses on the following five key themes, namely Concepts and Terminology (1); Legal Frameworks (2); Labour Migration Research and Data (3); Migrant Protection (4) and Migration and Development (5). In addition to this, IOM developed an advanced training to be rolled out with senior level officials on how to develop a labour migration policy. Since 2021, this training programme has been implemented in all three regions of Libya (West, East and South), with several stakeholders in different line ministries; municipality officials; labour offices; labour inspectors; TVET specialists; members of the House of Representative; civil society organizations. IOM also trained a pool of trainers on complementary skills and qualifications, with the aim of handing over trainings to the government in the future. This evaluation aims to take stock of key successes and shortcomings of LMG trainings, thereby encouraging the full achievement of the initiative's potential.

##### 2. Evaluation purpose

This formative impact evaluation has the following aims:

- (1) Provide an analysis of key achievements and shortcomings of LMG trainings against OECD DAC criteria (relevance, coherence, effectiveness, efficiency and sustainability);
- (2) Provide an assessment of whether participants to the training are more likely to apply the principles of inclusive labour migration governance in their work, compared to a control group of officials which did not attend the training;



- (3) Develop a comprehensive set of recommendations and a roadmap to maximize the impact of future trainings, ensure best learning experience and further develop synergies with other IOM policy-focused initiatives.

### **3. Evaluation Scope**

The evaluation will study the effects of the interventions on the beneficiaries from 2021 to today. More specifically, the evaluation will analyse to what extent objectives and results were achieved and who benefited from them. Considering some trainings happened several years ago, the evaluation will seek to assess to what extent the training had an impact on how participants apply the training content in their work. Together with the project team, the evaluation team will seek to determine how to further enhance the impact of LMG capacity building trainings to come.

### **4. Evaluation criteria**

The evaluation will assess the performance of the project against the OECD-DAC criteria of relevance, effectiveness, coherence, efficiency, impact and sustainability. The evaluation is also expected to assess the extent to which the project integrated cross-cutting issues including gender and human rights. In order to assess what worked and what did not work the evaluation is also expected to assess the project overall logic and implementation processes to determine how the project was adequate to local needs. This evaluation will influence the strategic direction of LMI programming and as such, focus should be placed on determining actionable recommendations to further increase the impact of the LMG component.

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

1. The adequacy of the implementation with the objectives of the intervention.
2. Determination of the relevance of the intervention in terms of timing, targeting and design.
3. Determine whether resources have been used wisely addressing the needs of the beneficiaries.
4. Documentation of the effectiveness of the intervention based on the results achieved with available resources.
5. Identification of indicators of success, including project beneficiaries' views on the benefits and impact of the interventions.
6. Assess the impact of LMG activities and whether/how this component should be expanded in the future.
7. Assess whether cross-cutting issues have been integrated in the programming.

### **5. Evaluation questions**

A full list of evaluation questions will be developed during the inception phase, focusing on the above-mentioned evaluation criteria. Out of all OECD-DAC criteria, it is expected that the evaluation team will pay closest attention to the "Impact" criterion, answering the following:

- What long-term changes (whether intended or unintended, positive or negative) can be observed, if any? To what extent can they be attributed to the project interventions?
- Compared to Libyan officials that were not exposed to LMG trainings, to what extent do former participants use inclusive labour migration policy principles in their work?

## 6. Evaluation methodology

The methodology applied for this purpose is expected to include consultations with a range of stakeholder in Libya. It will be required that in-depth interviews (IDIs) will be held, with a great variety of stakeholders, including former training participants; trainers; relevant line-ministries and IOM staff.

Ideally, the evaluation will draw a comparison between former LMG participants and a control group of Libyan officials that have not been exposed to the LMG training.

A quantitative survey with former participants and/or potential future participants may also be foreseen, to better understand their feedback and expectations from future trainings.

IOM lets the research team decide on the total number of IDIs, FGDs and survey respondents, but this number should be justified in the proposal. Data collection will be undertaken through a guiding questionnaire.

## 7. Evaluation deliverables

The consultancy team/evaluation team will report directly to the focal point of this study at IOM Libya and will be managed and tasked by IOM Libya mission.

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

- An inception report that explains the methodology of the evaluation, questionnaires/tools for quantitative and qualitative data collection and timeline for data collection, analysis and draft outline for the report, list of stakeholders for data collection; list of key responsibility for the research team and areas where it needs support from IOM;
- Draft report as per the report outline/structure agreed during the inception, containing statistical analysis of quantitative data, supported by analysis of qualitative data;
- Presentation of findings of the study in a validation workshop with IOM and the final presentation slide incorporating comments from stakeholders;
- All raw data (quantitative and qualitative)
- Final report, with executive summary, detailed analysis, and recommendations for IOM and institutional actors in Libya;
- Three online or in-person presentations of key findings and recommendations with relevant audience

Overall, it is expected that the following activities will contribute directly to the overall evaluation and will be the key responsibilities of the selected consultancy:

- Provide an overview of key achievements of LMG trainings;

- Provide an overview and analysis of training participants' profiles;
- Provide an analysis of previous participants' perceptions of the training and to what extent it was useful to their work;
- Provide an overview and analysis of key successes and shortcomings of the intervention, against OECD DAC evaluation criteria;
- Develop a tailored list of recommendations to maximize the impact of future trainings, ensure smooth learning experience for all and enhance coordination with other initiatives within the Labour Migration and Social Inclusion portfolio.

## **8. Performance indicators for evaluation of results**

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

## **9. Required qualification and experience**

While team members may have different backgrounds, the team leader working on this assignment is expected to meet the following criteria:

### **Education:**

- Master's degree, preferably doctorate, in international relations; economics of social sciences (at least for lead team member).

### **Experience:**

- A minimum of 7 years of work experience on M&E, capacity building and labour migration in the MENA and/or Libya related issues.
- Experience and expertise in the areas of capacity-building with government officials and CSOs and labour migration policy.
- Demonstrated experience in quantitative and qualitative data collection and analyses.
- Good knowledge of migration, socioeconomic, labour market and political dynamics of Libya as well as experience in labour migration and/or research in a post-conflict context relevant to Libya.
- A demonstrated understanding and analytical capacity relating to indicators of performance in development projects.
- Excellent report writing and presentation skills and ability to meet deadlines.
- Experience in liaising with governmental authorities, national and international institutions.
- Ability to write clear and concise reports and consolidate information from a variety of sources.
- Strong organizational skills and drive for positive results.
- Capacity to work effectively and harmoniously with colleagues from varied cultures and professional backgrounds.

**Language**

- For this consultancy, fluency in English and Arabic is required.
- All data and reports provided under this project shall be in English.

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

**10. Delivery schedule**

The timeframe for this study is around 30-35 working days from the date of the agreement signing (including time for IOM review, feedback and presentation of the findings to relevant stakeholders).

A. Activity	Responsible	Timeline
Review documents and prepare a detailed inception report, including evaluation matrix and data collection tools	Evaluation team	6-7 working days
Planning data collection and coordinate the logistical arrangements and agenda	Evaluation team with support from Project Team	
Evaluation data collection and analysis	Evaluation team with support from Project Team	6-7 working days
Draft presentation and de-brief Project Manager and team on the initial findings and tentative conclusions	Evaluation team	
Draft the evaluation report	Evaluation team	6-7 working days
Incorporate comments/feedback from Project Team, M&E Officer and Regional Officer M&E Specialist	Evaluation team with support from Project Team	
Finalize and submit the final version of the report	Evaluation team	6-7 working days
Submission of final report, annexes and two-page evaluation brief	Evaluation team	6-7 working days
Drafting and submission of the two-pager evaluation brief and recommendations	Evaluation team	

**11. Evaluation budget and payment**

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

- Inception report
- Final evaluation report

- Evaluation brief

## **12. Application procedure**

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

## **13. Ownership of outputs and data**

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

IOM office-specific Ref. No.	
IOM Project Code	

**SERVICE AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**[Name of the Service Provider]**  
**on**  
**[Type of Services]**

This Service Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], 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**

- 1.1 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.
- 1.2 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

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

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

*[Optional for Piggybacking for other UN agencies (please delete if not applicable)]*

- 2.4 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 activities under this Agreement in whole or in part, unless agreed 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 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any 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 liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any 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, stores or otherwise processes 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. Indemnity**

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. Entire Agreement**

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.

**21. Special Provisions (Optional)**

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flow down to IOM’s Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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:



# Code of Conduct for Suppliers

Field Procurement Unit  
Manila Administrative Centre, Manila Philippines

IOM is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of IOM's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with IOM.

## Policy on Corruption and Position on Conflict of Interest

IOM expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer to any IOM Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff any gratuity for the benefit of/or at the direction or request of any Staff of IOM;
- To immediately inform the IOM Head of Office in the event that any Staff of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with IOM. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

## Representation from Suppliers

IOM expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other suppliers or agents when participating in a bid;





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Field Procurement Unit

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- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

### Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting on behalf of them (with approval of IOM).

### Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, IOM expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the supplier's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

### Secure Communication Channels

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact IOM Field Procurement Unit at email address [fpu@iom.int](mailto:fpu@iom.int) or at:

IOM Manila Administrative Centre  
Field Procurement Unit  
28th Floor Citibank Tower  
8741 Paseo de Roxas, Makati City 1226, Philippines



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Manila Administrative Centre, Manila Philippines

IOM will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

## SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse;

### **Acknowledgment and Acceptance, to be submitted together with VIS( Vendor Information Sheet)**

This is to certify that I have fully read the Supplier’s Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier’s Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Representative: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_