



**REQUEST FOR QUOTATION (RFQ)**

RFQ Reference: **4200783444**

Date: 07 November 2024

**SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Provision of Assessment to Identify the Most Relevant Skills Needed the Labour Market, South 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: 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>	17-November-2024, 11:59 PM 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 4200783444</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>	<p><b>Bidders MUST have the legal capacity to enter into a binding contract with IOM and must be fully registered to operate in Libya</b></p> <p><b>Bidders MUST have Business licence applicable with the requested service category</b></p> <p><b>Companies who’re not registered yet with IOM Libya, must provide the following mandatory documents for eligibility, missing to share full list can lead to automatic disqualification of the bidder.</b></p> <ol style="list-style-type: none"> <li>1. Duly complete VIS</li> <li>2. Duly signed DOC</li> <li>3. Company Profile (indicating company commercial vision, product line, expertise, other capacities etc)</li> <li>4. Company Registration Certificate (Chamber of Commerce and/or relevant trade ministry and/or local govt)-all applicable ones</li> <li>5. Company's Articles of Association</li> <li>6. Company Organogram (with staff names and roles) or Staff List with names and designation</li> </ol>

	<p>7. Bank Account Letter</p> <p>8. Audited financial statements for the last two years or bank account statements for the company for the last one year. (one of two is mandatory)</p> <p>9. Tax certificate.</p> <p>10. other Commercial Clients' references (names, contact info, and project value)</p> <p>11. Declaration by the vendor for any other business with a different name</p> <p>12. Vendors Office/Business location</p>
<b>Currency of Quotation</b>	Quotations shall be quoted in USD Currency
<b>Duties and taxes</b>	<p>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:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes.</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes.</p>
<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> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed.</p> <p><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</p> <p><input checked="" type="checkbox"/> Signed DOC</p> <p><input checked="" type="checkbox"/> Signed Code of Conduct</p>
<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>	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
<b>Payment Terms</b>	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input type="checkbox"/> Other</p>
<b>Contact Person for correspondence, notifications, and clarifications</b>	<p>Focal Person: IOM Libya Procurement</p> <p>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.</p> <p><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> </ul>

	<ul style="list-style-type: none"> <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> $\mathbf{Sf = 100 \times FI / F}$ <p>Where:  <b>Sf</b> - is the financial score of the Financial Proposal under consideration,  <b>FI</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 (<b>Sc</b>) technical (<b>St</b>) and financial (<b>Sf</b>) 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> $\mathbf{Sc = St \times T\% + Sf \times F\%}$ <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>	30 June 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>4200783444</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.
<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

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

Yes	No	
		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.ungm.org/Public/CodeOfConduct">https://www.ungm.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:

### 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:	4200783444	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.	Assessment to identify the most relevant skills needed the labour market, South Libya	
<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>				



**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>Company Name: Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>

## ANNEX 4: Terms of Reference

### **Assessment to identify the most relevant skills needed the labour market, South Libya**

#### **1. Background**

The labor market in South Libya presents a unique landscape shaped by the region's socio-economic conditions, historical context, and recent developments. Understanding this labor market is crucial for policymakers, businesses, and stakeholders seeking to promote economic growth and stability in the area.

South Libya, characterized by its diverse population faces significant challenges and opportunities especially for the youths. The aftermath of political upheaval and ongoing socio-economic transformations have led to fluctuations in employment rates, shifts in workforce demographics, and changes in the demand for skills. Further the local economies in the southern regions remain fragile due to the institutional vacuum and are periodically affected by tension between ethnic and tribal groups often driven by overstretched or limited access to basic services. As a result, demand on the labor market has suffered a deep decline, and particularly women and youth find it difficult to access employment.

To improve labour conditions and increase employment opportunities in the South Libya , in collaboration with the Ministry of Labour and rehabilitation (MoL) , IOM has set up a Youth Employment One stop shop (YESS ) center under the auspices of the project “Boosting Youth Employment in the South and East of Libya through skills enhancement and livelihood opportunities”. To ensure the success of the YESS initiative and overall improve employment opportunities to the youths, it is crucial to identify sectors and sub-sectors, and relevant skills in labour market that have potentials for employment creation and creation of microbusinesses (self-employment). Analyzing these factors is essential for identifying trends, forecasting future labor needs, and informing strategies for workforce development.

This assessment tries to understand such dynamics and identify the most relevant skills needed in the labour market. The study will focus on key components of the labor market, including employment rates, industry trends, skill gaps, key sectors with high employment opportunities and the impact of local and international dynamics. By examining the interplay between these elements, the assessment aims to provide an insight into the current state of the labor market and explore potential pathways for enhancing economic resilience and workforce capabilities in South Libya.

## 2. Overall and specific Objective:

**Overall objective:** To identify sectors and sub-sectors, and relevant skills in labour market that have potentials for employment creation and creation of microbusinesses (self-employment) in the South Libya. The assessment is expected to provide a detailed analysis of the key economic sectors that have high employment opportunities (both for the Libyans and migrants) and skills demanded in the labour market as well as those skills that attract the youths (Libyans and migrants) most.

## 3. Scope of the Work:

South Libya (the study will be conducted in max five cities in the south including Sabha. The cities will be determined at a later stage).

## 4. Expected activities:

The following are key activities envisioned to be implemented as part of the overall assessment but not limited to.

- Economic, social and political context: Assessment/analysis of the main demographic, political, social, and economic characteristics of south Libya;
- Assess and analyze the current situation of the labour market and existing micro-businesses in South Libya, including trends, challenges and opportunities for sustainable employment and self-employment opportunities;
- Identify and analyze sectors and sub sectors with high potential for employment opportunities for the Libyan and migrant youths
- Map the key private sectors available in the south Libya, identify the skills demanded by these private sectors. Map and analyze the skills demanded for each sector. The skills should include both soft-skills and vocational skills, analyze contextual and operational challenges faced by private sectors
- Map and analyze types of microbusinesses that can be developed by using skills that are required for sectors and sub-sectors identified.
- Skill gap analysis: evaluation of the mismatch between acquired and required skill
- Consult at least 500 unemployed youths (including migrants) to understand their interest and future career ambition to match the vocational and soft skill trainings offered in the YESS centers and other training providing institutions
- Provide recommendations on key skill that needs to be prioritized and how best to equip the participants with the necessary skills through vocational training

## 5. Methodology

- The methodology applied to this assignment is expected to be a mix of quantitative and qualitative approach
- Desk review of relevant literature and previous studies on the Libyan labour market.

- Online and in person engagement with a range of stakeholders (mainly private sectors) operating in South Libya,
- Focus group discussions and KIIs with different private sectors and TVET sector specialists (both from the public and the private) and training service providers

## 6. Reporting and key deliverables

S/N	Deliverable	Time line
1	<b>An inception report:</b> explaining the methodological approach of the study the methodology of the study, data collection methods and analysis , tools to be used for the quantitative and qualitative data collection , draft outline of the final report , workplan to conduct the assigned task and produce outputs in accordance of the ToR	1.5 month after start of consultancy
2	<b>Draft report of the assessment:</b> as per the structure agreed during the inception phase and Presentation of the draft assessment to IOM and other relevant counterparts as needed	5 months after start of consultancy
3	<b>Final report:</b> Incorporate the comments received on the draft assessment report and submit the final document together with power point presentation	6 months after start of consultancy.

## 7. Required qualification, experience, competencies and language

The successful execution of this assignment requires a team fo experts with different research and educational backgrounds. That said, team leader working on this assignment is expected to meet the following criteria:

### Education:

- Master’s degree, preferably doctorate, in international relations, political science; economics of social sciences, or labour studies (at least for lead team member).

### Experience:

- A minimum of 7 years of work experience on research works including labour market analysis , private sectors and youth employment in the MENA and/or Libya related issues. Work experience in Libya is an advantage.
- Experience and expertise in the areas research and analysis, labour market , youth employment
- Experience in the development at least one labour market analysis is an advantage
- Track record experience and proficiency in statistical analysis and data interpretation
- Demonstrated experience in quantitative and qualitative data collection and analyses.

- Good knowledge of migration, socioeconomic, private sectors, 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 in the identification of issues 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; and private sector actors.
- 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.

### **Required Competencies**

- Inclusion and respect for diversity: respects and promotes individual and cultural differences; encourages diversity and inclusion wherever possible.
- Integrity and transparency: maintain high ethical standards and acts in a manner consistent with organizational principles/rules and standards of conduct.
- Professionalism: demonstrates ability to work in a composed, competent and committed manner and exercises careful judgment in meeting day-to-day challenges
- Core Competencies – behavioural indicators level 1
- Teamwork: develops and promotes effective collaboration within and across units to achieve shared goals and optimize results.
- Delivering results: produces and delivers quality results in a service-oriented and timely manner; is action oriented and committed to achieving agreed outcomes.
- Managing and sharing knowledge: continuously seeks to learn, share knowledge and innovate.
- Accountability: takes ownership for achieving the Organization’s priorities and assumes responsibility for own action and delegated work.
- Communication: encourages and contributes to clear and open communication; explains complex matters in an informative, inspiring and motivational way.

### **Language**

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

## 8. Delivery schedule

The timeframe for this study is around 120 working days from the date of the agreement signing (including time for IOM review, feedback and presentation of the findings to relevant stakeholders).

## 9. Payment schedule

20%	Upon submission of the Inception report
50%	Upon submission of the Draft report of the Assessment
30%	Upon submission of the Final report

## 10. 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.

### 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 the Services as per clause 9 of the TOR. 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:

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Name:  
Position:  
Date:  
Place:

**PROSPECTIVE VENDOR INFORMATION SHEET**

Vendor No.: \_\_\_\_\_  
(IOM Internal Use)

**Company Details**

Registered Vendor Name\*: \_\_\_\_\_  
 Tax Organization Type\*: Choose an item. \_\_\_\_\_  
 Supplier Type\*: Choose an item. \_\_\_\_\_  
 Company Web Site: \_\_\_\_\_  
 Tax Country\*: Choose an item. \_\_\_\_\_  
 Taxpayer ID/Tax Registration No\*: \_\_\_\_\_  
 Products and/or Services: Choose an item. \_\_\_\_\_

**Additional Information**

UNGM No.: \_\_\_\_\_  
 UNPP No.: \_\_\_\_\_  
 Is your Entity Women Owned?: Choose an item. \_\_\_\_\_  
 Is your Entity Disability Inclusive?: Choose an item. \_\_\_\_\_

Commitment to Antiracism: Choose an item.  
 Does your entity agrees with UN Supplier Code of Conduct: Choose an item.  
 Is the Bank Account Certificate added as attachment?: Choose an item.

**Address\***

Street Name and House No. \_\_\_\_\_  
 ZIP/Postal Code\* \_\_\_\_\_  
 City\* \_\_\_\_\_  
 Region\* \_\_\_\_\_  
 Country\* Choose an item. \_\_\_\_\_

**Contact Information for communications**

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

**IMPORTANT**

All fields marked with \* are mandatory.  
 The form will be returned if mandatory field/s is/are empty  
 The Vendor Name should match ID or registration documents

**Other Contacts**

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

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\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

List of attachments	
<input type="checkbox"/>	Taxpayer ID/Tax registration number certificate.
<input type="checkbox"/>	Business License
<input type="checkbox"/>	Id. of the owner
<input type="checkbox"/>	Signed UN Supplier Code of Conduct
<input type="checkbox"/>	Proof of women ownership share of the company
<input type="checkbox"/>	Evidence of commitment to anti-racism
<input type="checkbox"/>	Evidence of entity's disability inclusive policy
<input type="checkbox"/>	Other: _____



**SPEND AUTHORIZED SUPPLIER INFORMATION SHEET**

**Supplier Details**

Supplier's Name\*: \_\_\_\_\_  
 Supplier Number\*: \_\_\_\_\_

**Payment Details**

Payment Method\*:  
 Bank transfer  
 Check\*\*  
 Cash\*\*  
 Others\*\*: \_\_\_\_\_

**IMPORTANT**  
 All fields marked with \* are mandatory.  
 The form will be returned if mandatory field/s is/are empty  
 The Vendor Name should match ID or registration documents

\*\*If a Non-Bank Payment Method was selected, please provide justification:

**Bank Details\* (This information is mandatory if payment method is via Bank Transfer)**

Bank Name\* \_\_\_\_\_  
 Address \_\_\_\_\_  
 City\* \_\_\_\_\_  
 Postal Code \_\_\_\_\_  
 Country\* \_\_\_\_\_  
 Bank Account Name\* \_\_\_\_\_  
 Account Currency \_\_\_\_\_  
 Bank Account Number \_\_\_\_\_

Swift Code/BIC (outside U.S.A.)	
IBAN Number	
Clearing Number (Switzerland)	
ABA No. for ACH (U.S.A.)	

Fill only the code that corresponds to your location\*

**NOTES**

Payment currency must be clearly indicated to avoid delays and additional bank charges

If the company has multiple bank accounts, indicate the default account this form and add an extra sheet with full information of other accounts

**PLEASE, FILL IN THE CONTACT INFORMATION ONLY IF IT NEEDS TO BE UPDATED IN THE SUPPLIER PROFILE**

**Contact Information**

First Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

First Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

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\*: \_\_\_\_\_  
 Job Title \_\_\_\_\_  
 Date \_\_\_\_\_

	<b>List of attachments</b>
<input type="checkbox"/>	Bank Account Certificate
<input type="checkbox"/>	Declaration of Conformity was signed in solicitation documents
<input type="checkbox"/>	Other: _____

## UN SUPPLIER CODE OF CONDUCT

**United Nations Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.<sup>2</sup>

### 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

### 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

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<sup>1</sup> In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup>These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup>This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup>These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup>These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup>These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>9</sup>

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

<sup>8</sup>These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

<sup>9</sup>These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hcmpn.secretariat@one.un.org](mailto:hcmpn.secretariat@one.un.org).**