

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: **LY23-143**

Date: 23 November 2023

### **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Fumigation, Disinfection and Garbage Removal Services for IOM Libya on One (1) long-term basis**

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 and contract template

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>	19-December-2023, 17:00 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>	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering  <input checked="" type="checkbox"/> Email  <input type="checkbox"/> Courier / Hand delivery  <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <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 #143</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 services include the <b>Provision of Fumigation, Disinfection and Garbage Removal Services for IOM Libya on long-term basis for One year with the possibility of One year extension subject to performance and Price competitiveness.</b></li> <li>▪ The estimated volume to be purchased is up to <b>USD 180,000.00</b> (One Hundred and Eighty Thousand). LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</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>- Bidders <b>MUST</b> have the legal capacity to enter into a binding contract with IOM and must be fully registered to operate in Libya</p> <p>- Bidders must provide quality certification in relation to Fumigation, disinfection such as ISO (international organization for standards) certification</p>
<b>Currency of Quotation</b>	Quotations shall be quoted in <b>USD Currency</b>

<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 VIS Form</p> <p><input checked="" type="checkbox"/> Company registration documents.</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>	<p>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 <b>07 December 2023</b></p>
<b>Evaluation method</b>	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price and technically compliant offer. Vendor Eligibility Evaluation will be done based on pass or Fail criteria</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>20 Points</b></li> <li>- Similar organizations worked <b>30 Points</b></li> </ul> </li> <li>• General qualification <b>30 Points</b> <ul style="list-style-type: none"> <li>- Labour Capacity <b>20 Points</b></li> <li>- Responsiveness to the TOR <b>10 Points</b></li> </ul> </li> <li>• Key professional staff qualifications and competence for the assignment: <b>20 Point</b> <ul style="list-style-type: none"> <li>- Specific Experience <b>50 Points</b></li> <li>- General qualification <b>25 Points</b></li> <li>- Key Staff and CVs <b>25 Points</b></li> </ul> </li> </ul>

	<p>- Total weight: <b>100 points</b></p> <ul style="list-style-type: none"> <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
<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>	<b>LONG TERM AGREEMENT FOR THE RECURRING PROVISION OF SERVICES</b>
<b>Expected date for contract award.</b>	01 February 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>	As per the price schedule
<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>	As per the locations mentioned in the schedule
<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:	Click or tap here to enter text.	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 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> .

<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"/>	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"/> 0500 - International Organizations - Non-UN |
| <input type="checkbox"/> 0200 - National CSOs                | <input type="checkbox"/> 0600 - UN entities                          |
| <input type="checkbox"/> 0300 - National Government Entities | <input type="checkbox"/> 0005 - Individual Consultant/Non-Staff      |
| <input type="checkbox"/> 0400 - International CSOs           |  |

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

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

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

- Women-owned/controlled\***
- At least 51% women-owned/controlled
- Less than 51% women-owned/controlled
- Not applicable

**Notes**

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

Vendor Name - should match IDs or registration documents.

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

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

- Agriculture, Livestock and Fisheries
- Chemicals
- Clothing and Luggage
- Construction
- Consultancy and Contracted Services
- Finance and Administration
- Food and Beverage

- Fuels and Derivatives
- Furniture
- Hospitality, Events
- Insurances
- IT and Communications
- Land and Buildings
- Learning, Training and Recreation

- Legal and Investigation
- Logistics and Warehousing
- Media and Printing
- Medical, Drugs and Pharma
- NFIs – Household and Camps
- Office Equipment and Supply
- Personal Care

- Power Supply and Electric
- Quality Control and Environment
- Security
- Social and Humanitarian Services
- Tickets
- Tools and Machinery
- Vehicles and Accessories

**UNGM No.** \_\_\_\_\_

**UN Partner Portal Reference** \_\_\_\_\_

**Registration Date** \_\_\_\_\_

<https://www.ungm.org/UNUser/Home>

<https://www.unpartnerportal.org>

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:	LY23-143	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.
- team composition and CVs of key personnel
- **Proven record of previous experience within Fumigation and Disinfection within Public and private sectors and INGOs preferably other UN Agencies apart from IOM.**

#### 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

NO	LOCATIONS	CITY	AREA MT2	AREA MT2 (+/10%)	Area / Location Address	Schedule	Fumigation cost in USD	Sterilization/ Disinfection cost in USD	Cleaning cost in USD	Sewage Clearing / Discharge of per Truck (10,000 L Per Truck) Septic Tanks cost in USD	Garbage Cleaning cost in USD, per truck . ( Estimated 3-10 5ton trucks)
<b>DCs in West Libya</b>											
4	Ain Zara DC	Tripoli	2,250.00	2,475.00	32.7831725, 13.2853521	Monthly					
5	Tariq AL-matar DC	Tripoli	6,700.00	7,370.00	32.7852679, 13.1792033	Monthly					
6	Triq Al Sika DC	TRIPOLI	1,730.00	1,903.00	32.8768337, 13.1963755	Monthly					
7	AbuSliem DC	TRIPOLI	6,950.00	7,645.00	32.8299667, 13.1579501	Monthly					
10	Zliten DC	Zliten	1,450.00	1,595.00	32.4728810,14.57121124	Monthly					
<b>GACS DPs and boats</b>											
1	Zwara DP	Zwara	400.00	440.00	مدينة زوارة 120 كيلو متر من مدينة طرابلس	Upon request					
2	Surman DP	Zawia	550.00	605.00	مدنة صرمان غرب مدينة طرابلس	Upon request					
3	AL-Qasrya Gergaresh DP	TRIPOLI	300.00	330.00	منطقة قرقارش	Upon request					
4	Tripoli Main Port DP	TRIPOLI	220.00	242.00	ميناء طرابلس	Upon request					
5	Tajora DP	Tajoura	600.00	660.00	منطقة تاجوراء مدينة طرابلس	Upon request					
6	Al Khoms DP	Khums	450.00	495.00	ميناء مدينة الخمس	Upon request					

7	Musrata DP	Misrata	700.00	770.00	ميناء مدينة مصراتة	Upon request					
8	Abo Sita DP	TRIPOLI	200.00	220.00	مدينة طرابلس ابوستة	Upon request					
9	Mesfat Al Zawiya DP	AL ZAWIA	1,000.00	1,100.00	مدينة الزاوية	Upon request					
10	Sobratha DP	Sobratha	500.00	550.00	ساحل صبراتة	Upon request					
11	Boat 1-P300	TRIPOLI	200.00	220.00	ميناء مدينة طرابلس	Upon request					
12	Boat 2-P301	TRIPOLI	200.00	220.00	ميناء مدينة طرابلس	Upon request					
13	Boat 3-P200	TRIPOLI	150.00	165.00	ميناء مدينة طرابلس	Upon request					
<b>LCG DPs and boats</b>											
1	Tripoli Main Port DP	Tripoli	410.00	451.00	ميناء مدينة طرابلس	Upon request					
2	Al Hamidya DP	Tajura	1,260.00	1,386.00	بالقرب من مرفأء تاجوراء البحري - الحميدية	Upon request					
3	Al Khoms DP	Al Khoms	570.00	627.00	قاعدة الخمس البحرية	Upon request					
4	Zwara DP	Zwara	255.00	280.50	مدينة زوارة 120 كيلو متر من مدينة طرابلس	Upon request					
5	Musrata DP	Musrata	255.00	280.50	ميناء مصراتة	Upon request					
6	Sobratha DP	Sobratha	250.00	275.00	ميناء صبراتة	Upon request					
7	Qara Bouli DP LCG	Qarabou li	280.00	308.00	القره بولي	Upon request					
8	Boat 1-Fezzan GACS	Qarabou li	300.00	330.00	قاعدة ابوستة البحرية	Monthly					
9	Boat 2-Ras Ijdair	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
10	Boat 3-Obari	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
11	Boat 4-Alzawiya	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
12	Boat 5-Zuwara	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
13	Boat 6-Murzuq	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
14	Boat7-Taliel	Tripoli	280.00	308.00	قاعدة ابوستة البحرية	Upon request					
<b>DCs in East Libya</b>											
1	Ejdabia DC	Ejdabia	8,642	9,506	30.768922150831834, 20.230374035691817	Monthly					
2	Albayda DC	Albayda	850	935	32.768299620717805, 21.74168595433191	Monthly					
3	Alkufra DC	Alkufra	4,277	4,705	24.15467496829843, 23.260904908115098	Monthly					
4	Almarj DC	Almarj	5,612	6,173	32.485336261595144, 20.813557933238833	Bimonthly					
5	Alqubba DC	Alqubba	790	869	32.764993863876406, 22.24691238963795	Bimonthly					
6	Assahel (Tulmetha) DC	Alsaheel	2,400	2,640	32.71443467007107, 20.949283357020143	Bimonthly					
7	Ganfouda DC	Benghazi	21,176	23,294	31.97645379986018, 19.997627268406795	Monthly					
8	Shahhat DC	Shahaat	11,300	12,430	32.80495470153993, 21.878496834372914	Bimonthly					
9	Tobruk DC	Tobruk	3,676	4,044	32.00199049380992, 24.010161153458018	Bimonthly					
<b>other location</b>											

1	AL-ASSA BCP gathering	Near AL-ASSA town Libyan Tunisian Borders	1560	1716	32.8299375, 11.6285625)	Upon request					
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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
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 References for of Fumigation, Disinfection and Garbage Removal Services for IOM Libya on long-term basis**

### **1. Background**

The Directorate for Combating Illegal Migration (DCIM) of the Libyan Ministry of Interior (MoI) operates about 11 Detention Centers (DCs) where are usually detained between 3- 4800 irregular migrants at any time. The number of detained migrants is dynamic, and changes depend on the number of disembarkations or releases from various reasons (voluntary humanitarian return to country of origin, releases, escapes). The DCs have varied capacity to hold migrants, varying from 200 to over 1000 persons, depending on the size and type of accommodation facilities, but most of the time these are overcrowded and running way beyond their capacity.

The DCs are not designed for the purpose of accommodating migrants and therefore do not meet the required detention standards. Migrants are kept in very poor conditions, sleeping on mattresses on the floor in a congested condition and many times cooking in the same place. The number of toilets is not proportionate to the number of migrants, water and electricity are scarce especially in the summertime, while ventilation and access to sunlight are usually limited. In addition, access to medical assistance is limited and garbage removal and cleaning services are usually inefficient given the large number of persons in confined spaces, the lack of capacity and remoteness of detention centers.

The IOM, with support of various stakeholders, has made efforts to improve the minimum living conditions for migrants in detention centers while continuously advocating for alternatives to detention. The IOM assistance includes among others the Fumigation of facilities, to improve the hygiene conditions for the detained migrants and to prevent the spread of infectious diseases. Fumigation is also applied to the boats utilized by Libyan Coast Guard for rescue operations on the Mediterranean Sea.

Therefore, IOM intends to improve health conditions for migrants through cleaning, sanitizing and fumigating the detention centers, Disembarkation points and Libyan coast guard ships and other needed locations. In addition to some temporary migrants gathering points on BCPs where above service are requested and needed from time to time.

However, although microorganisms and bacteria may be removed during the cleaning process, this activity is not design for this purpose. Therefore, such professional action performed by professional contractors will be done in conjunction with subsequent sanitizing and fumigating activities, as it enhances their efficiency and effectiveness, or separately from it

### **2. Sanitizing**

Sanitizing interventions aim to eliminate to the extent possible the microorganisms and bacteria that may permit or transmit infectious diseases or compromise health safety, through the application of specific substances by specialized contractors. This intervention will be done in indoor areas, sleeping areas, cooking facilities, toilets, mobile or permanent clinics through the utilization of sanitizers - substances capable of destroying microorganisms including those bacteria that cause food poisoning and other diseases (when used properly, sanitizers can reduce surface contamination by bacteria to a safe level).

Sanitizing is usually achieved using heat and water, or chemicals, or a combination of both methods.<sup>1</sup> Effective cleaning must occur before sanitizing, as sanitizers may not work as well if the areas are not previously thoroughly cleaned. Some sanitizers are toxic, and residue must be rinsed off<sup>2</sup>, while others, such as chlorine dioxide, are food-safe and donot require rinsing. Given that migrants in detention are confined to live, sleep and eat in highly crowded areas, sanitizing is needed however, contractual agreements withspecialized companies are required in order to ensure appropriate utilization of chemical substances.

## 2.1 Fumigation

Fumigation is a method of pest control using gaseous pesticides or biocides (fumigants) to suffocate or poison pests or undesirable organisms. Fumigants act either as poisons when they are breathed in, or through suffocation by removing or replacing the oxygen in air, or by the lethal biocidal effect of the fumigant on the surface of the target organism. Consequently, fumigation is a hazardous process, with potentially serious, even fatal, consequences to those applying the fumigants or to others in the vicinity, if not used correctly and safely.

Fumigation operations can occur in a variety of situations, including in purpose-built fumigation or sterilization chambers, outside, in temporarily created containment, in suitably prepared buildings, on ships or other structures. The choice of fumigant is determined by the individual circumstances, e.g. the commodities or locations to be fumigated, type of construction, temperature, target organism or pest, available time to complete the fumigation and the availability of the fumigants.

## 2.2 Sewage Clearances

There had been a quick assessment carried out by IBG unit on the need of sewage clearances at the DCs to maintain the standard of hygiene. The assessment resulted in the need for continuous support for the DCs that are not connected to the sewage city network. The needs for intervention and supports are likely to be from bi-weekly to monthly according to the assessment based on the location and total no of migrantshoused in the DCs..

## 2.3 Garbage Cleaning/Clearance

Collection and removal of trash from the facilities

## 2.4 Service and Locations

Annex table with all locations, areas, and GPS coordinates

## 3. Schedule

The schedules as shown below are tentative while actual demand shall be placed based on demand.

Activity/Facility	Detention Center	Disembarkation Point	LCG/GACS Ships	IOM Offices/Warehouse
Fumigation	Monthly	On Demand	On Demand	On Demand
Sterilization	Monthly	On Demand	On Demand	On Demand
Cleaning	Monthly	On Demand	NA*	NA*
Sewage Clearances	On Demand	On Demand	On Demand	NA*

Garbage Cleaning	On Demand	On Demand	On Demand	On Demand
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**Work Specification (As per attached Schedule**

- a) To thoroughly fumigate the entire building (indoor) against mosquitoes, flies, cockroaches, ants and all crawling and flying insects and arachnids.
- b) To thoroughly fumigate the entire compound (outdoor) against all crawling and flying insects including mosquitoes, cockroaches, flies, termites, scorpions, grasshoppers etc.
- c) To thoroughly fumigate the surrounds against, arachnids, reptiles, rodents etc.
- d) To strategically lay baits and other devices to exterminate pests such as rats, lizards, snakes etc.

**4. Chemical and Substance**

The chemical and substances be used as per the national guidelines and standards as a minimum while any international laws are not violated in terms of safety of personnel and environment. Any substances used should not be detrimental to migrants’ health, especially those with TB and sensitive to pest control and fumigation agents.

Insects/Arachnids: (Indoor) Actellic, Fendona and any other recommended by WHO

Rodents/Amphibians: (Indoor/Outdoor) Phostoxin, Zink phosphide, Aluminium phosphide and any other recommended by WHO

Flowers: (Outdoor) Diazol, Perfekthion, DDVP (snipper), Nuvacron, vavit recommended by WHO.

Termites: (Outdoor) Termex, Termicid, Chloryprifos, Furadan recommended by WHO.

The bids not specifying the proposed chemical type or out of WHO approved list will automatically be excluded.

**5. Monitoring and Evaluation**

The vendor shall submit a work completion report after each intervention with sufficient information on the work which must include the generic name of substances used with quantity, the staffs used for the work with name/ address, the methodology used for the work with brief descriptions. The vendor shall submit a reporting format to IOM for approval.

**6. General requirement**

- Please provide a list of equipment used by the service provider, including the machines and their intended use.
- All staff members should possess legal documents and required certifications from NCDC to perform the assigned tasks.
- The company must have local certification in the relevant area and at least three years of experience in providing package services for cleaning, fumigation, disinfection, and waste disposal.

- The company should also provide a list of staff engaged in the process and their respective roles.
- In addition, the company should be able to conduct assessments for any new location that may be added and provide a professional assessment report.
- A technical report for the work completed, along with the final invoice for each purchase order, should be provided.
- The service provider should be able to obtain access to the locations for their staff.
- All staff members should wear full PPEs and uniforms while delivering the service.

**8. Additional terms and conditions**

- **a)** The service provider shall ensure that no the DC equipment or furniture shall not be damaged as a result of chemicals applied for fumigation. Where this occurs, the service provider shall be
- liable to replace such equipment or furniture so damaged as a result of the chemical(s) used.

Where insects or pests are found after quarterly fumigation, the contractor shall re-do the fumigation at no extra cost from IOM.

- the service provider must ensure that all chemicals used are as per the highest international fumigation standards, customs and practices. In any case not harmful to humans. The service provider must provide manufacturer certificate on the chemicals to be used which shall clearly elaborate protentional risk and harms to humans.
- The service provider shall provide all the equipment pumps, watering buckets, and all that is used to accomplish the task.
- All works shall be executed in such a way that it does not interfere with the normal operations of the DCs.
- The service provider shall report to the IOM focal point on activities concerning fumigation management on a quarterly basis. Furthermore, the contractor shall report to the IOM focal point r in case there are detections of other infestation such as rodents, snakes and termites that pause hazard to staff personnel and destruction of infrastructures that need to be controlled. The contractor shall provide remedial and preventive action accordingly.
- The service provider shall warrant that all its personnel shall confine themselves to the fumigation of the office and residential compounds.
- The service provider shall agree to provide additional service when called upon whenever the need arises outside the fumigation period.
- The service provider shall further warrant that it has complied with all the laws and regulations applicable to fumigation operation and further warrant that it's in compliance with the fumigation regulation of South Sudan government authorities.
- The service provider shall be a registered company with evidence of possession of license to carry out such task. Proven track record in rendering satisfactory services to a similar institution like the UN Agencies.
- Financially sound and stable, evidenced by authentic financial statements for the past 3 years of operation. Provide none Audited audited accounts of the company for the past 3 years.



IOM office-specific Ref. No.	
IOM Project Code	

## LONG TERM AGREEMENT FOR THE RECURRING PROVISION OF SERVICES

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

This Long Term Agreement for the Recurring Provision of Services 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 Other Party]**, [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] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from **[starting date]** to **[end date]**.
- 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** - Terms of Reference
  - (d) **Annex D** - Accepted Notice of Award (NOA)
  - (e) **Annex E** – Sample Purchase Order
  - (f) **Annex F** - 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**”) when requested by Purchase Order (sample attached as Annex E) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each service in the Price Schedule in Annex B, in accordance with the Terms of Reference in Annex C and in line with the delivery schedule outlined by each Purchase Order:  

[Outline services to be provided. Where relevant, include location and any other requirements for the services to be provided. List all the offered services and deliverables. 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 agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.
- 2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties.

- 2.4 IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
- 2.5 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.

### 3. The Service Fee

- 3.1 The total Service Fee for each request of Services under this Agreement is determined by each PO in accordance with the rates indicated in Annex B (the “Service Fee”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services in accordance with this Agreement and the relevant Purchase Order. 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 Fee specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. 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.
- 3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].
- 3.8 The Service Provider certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar services within similar circumstances.
- 3.9 After the minimum period in Article 3.7, the Parties may agree on a price adjustment to the Services subject to the following:
- 3.9.1 In the event of a price increase, the Service Provider may submit a written request to IOM to increase some or all price rates of the Services based on the [specify applicable price index], together with supporting documents showing that the Service Provider has incurred an increase in its actual cost. The acceptance of the supporting documents, including the [price index], to demonstrate actual increases in cost shall be at IOM’s sole discretion. Should the price increase be accepted, the Parties shall sign an amendment to the Agreement.
- 3.9.2 There shall be no increase in price within one (1) year from the date of the last price adjustment, unless otherwise agreed by the Parties in writing.

3.9.3 In the event of a price decrease, pursuant to notification by the Service Provider to IOM or pursuant to IOM's request based on the prevailing price under the [price index], the Parties shall sign an amendment to the Agreement.

#### 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 Prices 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 any Purchase Order, IOM reserves the right to:
- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Service Provider any loss incurred as a result of the Service Provider's failure to provide the Services within the time specified; or
  - (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Service Fee for every day of delay or breach of the delivery schedule by the Service Provider. 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.
- 6.2 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.
- 6.3 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 terminate or suspend any Purchase Order or this Agreement, in whole or in part, at any time with written notice to the Service Provider. Any monies paid in advance by IOM shall be refunded on or before the date of termination.
- 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.
- 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 any Purchase Order or this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of the respective Purchase Order or 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 the Purchase Order or this Agreement as applicable.

**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 flown 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:



