**INVITATION TO BID (ITB)**

**Provision of Un-Armed Guarding Services for IOM Somalia Office in Hargeisa**

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| ITB Reference No: SOM-July 2025-009 | Country: Somalia  | Date: 24 July 2025 |

SECTION 1: LETTER OF INVITATION

# International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

* Form A: Bid Confirmation
* Form B: Checklist
* Form C: Bid Submission
* Form D: Bidder Information
* Form E: Joint Venture/Consortium/Association Information
* Form F: Eligibility and Qualification
* Form G: Technical Bid
* Form H: Price Schedule

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet. Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to procurement-tenderonly@iom.int no later than 31 July 2025, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

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| IOM SomaliaSupply Chain Unit |  |

# SECTION 2: INSTRUCTIONS TO BIDDERS

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| GENERAL  |
| Scope  | Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM. |
| Interpretation of the ITB | Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB. |
| Supplier Code of Conduct | 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: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct).  |
| Eligible bidders | Bidders shall have the legal capacity to enter into a binding contract with IOM. A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.Bidders shall not be eligible to submit a bid if at the time of bid submission: * is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
* is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list)
* is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984);
* Other sanctions lists, if applicable, as per the discretion of the IOM.
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| Eligible goods, works and services | All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet**,** and all expenditures made under the contract will be limited to such goods, works and services. For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.The origin of goods, works and services is distinct from the nationality of the bidder. |
| Proprietary information | The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may form part of the bid will become the property of IOM, who will not be required to return them to your firm. |
| Publicity | During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB. |
| SOLICITATION DOCUMENTS |
| Clarification of solicitation documents | Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary. |
| Amendment of solicitation documents | At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids. |
| PREPARATION OF BIDS |
| Cost of preparation of bid | The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet. |
| Documents comprising the bid | The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:a) Documents establishing the eligibility and qualifications of the bidder;b) Technical bidc) Price Scheduled) Bid Security (if required) |
| Documents establishing eligibility and qualifications of the bidder | The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM’s satisfaction. |
| Technical bid | The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB. |
| Price Schedule | The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.The prices and discounts quoted by the bidder shall conform to the requirements specified below.* All items and lots (if applicable) must be listed and priced separately.
* The price to be quoted shall be the total price of the bid, excluding any discounts offered.
* The bidder shall quote any unconditional discounts and indicate the method for their application.
* The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements.
* Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
* If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
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| Bid currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids: * IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and
* In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above.
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| Duties and taxes | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall:[ ]  be inclusive of VAT and other applicable indirect taxes☒ be exclusive of VAT and other applicable indirect taxes |
| Bid validity period  | Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive. During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid. If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated. |
| Bid Security | A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid. The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid. In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.Unsuccessful bidders’ bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions: * If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;
* In the event the successful bidder fails:
	+ to sign the Contract after IOM has issued an award; or
	+ to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
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| Joint Venture, Consortium or Association | If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that: * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and
* if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM. If a JV, Consortium or Association’s bid is the bid selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:* Those that were undertaken together by the JV, Consortium or Association; and
* Those that were undertaken by the individual entities of the JV, Consortium or Association.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only one bid | The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture. Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:* they have at least one controlling partner, director or shareholder in common; or
* any one of them receive or have received any direct or indirect subsidy from the other/s; or
* they have the same legal representative for purposes of this ITB; or
* they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process;
* they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
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| Alternative bids | Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative bid. If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected. |
| Pre-bid conference | When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder. IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB. |
| Site inspection | When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder. Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:* 1. loss of or damage to any real or personal property;
	2. personal injury, disease or illness to, or death of, any person;
	3. financial loss or expense, arising out of the carrying out of that site inspection; and
	4. transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.

IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing. |
| Errors or omissions | Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Bidders responsibility to inform themselves  | Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they: * examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;
* review the ITB to ensure that they have a complete copy of all documents;
* obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;
* verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with IOM, its employees or agents;
* attend any Pre-bid conference or site inspection if it is mandatory under this ITB;
* fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and
* form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.

Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders. |
| No material change(s) in circumstances | The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to: * a change affecting any declaration, accreditation, license or approval;
* major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;
* a change to any information on which IOM may rely on assessing bids.
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| SUBMISSION AND OPENING OF BIDS |
| Instruction for bid submission | The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid. Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract. |
| Deadline for bid submission | Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM. IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| Withdrawal, substitution and modification of bids | A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”. However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.  |
| Storage of bids | Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.  |
| Bid opening | Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel. Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.  |
| Late bids | Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure. |
| EVALUATION OF BIDS |
| Confidentiality | Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award. Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures. |
| Evaluation of bids | IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.Evaluation of bids shall be undertaken in the following steps:* 1. Preliminary examination
	2. Evaluation of eligibility and qualification
	3. Evaluation of technical bids
	4. Evaluation of prices of bids found to be substantially compliant

After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification). |
| Preliminary examination | IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage. |
| Evaluation of eligibility and qualification | The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders). |
| Evaluation of technical bids | Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further. |
| Evaluation of prices | The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM. |
| Post-qualification | IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:* 1. Verification of accuracy, correctness and authenticity of the information provided by the bidder;
	2. Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	3. Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder;
	4. Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;
	5. Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;
	6. Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
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| Clarification of bids | IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders’ responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account. |
| Responsiveness of bid | IOM’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:1. affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or
2. limits in any substantial way, inconsistent with the bidding documents, IOM’s rights or the bidder’s obligations under the contract; or
3. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, reparable errors and omission | Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:1. if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;
2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited. |
| Right to accept any bid and to reject any or all bids | IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM’s action. IOM shall not be obliged to award the contract to the lowest priced offer. |
| Samples | Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful. |
| AWARD OF CONTRACT |
| Award criteria | In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid. |
| Right to vary requirement at time of award | At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.  |
| Notification of award | Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Debriefing | In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder’s submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder’s submission shall not be discussed. |
| Performance security | The successful bidder, if so specified in Section 3: Data Sheetshall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily. |
| Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor’s delays or breach of its obligations as per the Contract. |
| Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int. |

# SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

|  |  |  |
| --- | --- | --- |
| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number of this Invitation to Bid (ITB) is SOM-April 2025-009**Provision of Un Armed Guarding Services for IOM Somalia Office in Hargeisa** |
| 4. | Eligible bidders | Bidders from all countries are elegible to bid. |
| 5. | Eligible goods, works and services | Goods, works and/or services with origin in all countries are eligible in this bidding process. |
| 8. | Clarification of solicitation documents | Contact details for clarification of solicitation documents:Focal Person: Supply Chain UnitAddress: AAIA Area, Mogadishu, Somalia E-mail address: iomsomaliasupplychainofficers@iom.int**ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (See Data Sheet Article 28).** |
| Deadline for submitting requests for clarifications/questions:Date: 07-Aug-25Time: 11:59 PM Mogadishu time Time zone: GMT +3 |
| Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:Direct communication to prospective Bidders by email and posting on the UNGM website. |
| 11. | Language | All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English |
| 15. | Price adjustment | The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. |
| 15. | Partial bids (lots) | Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement. |
| 16. | Bid currencies | Prices shall be quoted in USD  |
| 17. | Duties and taxes | All prices shall:Be exclusive of VAT and other applicable indirect taxes. NOTE: UN IOM is VAT exempted. |
| 18. | Bid validity period | 120 days |
| 19. | Bid security | Not Required  |
| 22. | Alternative bids | Not accepted  |
| 23. | Pre-bid conference | Will not be conducted. |
| 28. | Instruction for bid submission | Allowable manner of submitting proposals:[x] Email**SUBMISSION BY EMAIL:**Bid submission address: **procurement-tenderonly@iom.int** **PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).*** File Format: PDF.
* File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
* All files must be free of viruses and not corrupted.
* Max. File Size per transmission: 25 Mb
* Mandatory subject of email: **SOM-April 2025-009 Provision of Un-armed Guarding Services for Hargeisa ‘’Company Name’’**
* If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.
* 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.
* It is recommended that the entire bid be consolidated into as few attachments as possible.
 |
| 29. | Deadline for bid submission | Date: 13-Aug-25Time: 11:59 PM Mogadishu timeTime zone: GMT +3 |
| 32. | Bid opening | ☐ Public bid opening will not be held |
|  | Expected date for commencement of contract | 01-Nov-25 |
| 47. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased is 10 %The maximum percentage by which quantities may be decreased is 10 % |
|  | Contract award to one or more bidder | IOM will award a contract to:One Bidder Only |
| 50. | Type of contract to be awarded  | **LEG C.8. Security Service Agreement**See Section 6: for sample contract. |
| 50. | Conditions of contract to apply | See Section 6 |
| 52. | Performance security | The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6 for template “If Applicable” |
| 53. | Advance payment | Not Allowed |
| 54. | Liquidated Damages | Will be imposed as follows:Percentage of contract price per week of delay: up to a maximum of 10% of the Contract value, after which IOM may terminate the contract. |

# SECTION 4: EVALUATION CRITERIA

**Preliminary Examination Criteria**

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Completeness of the bid | All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete |
| Bidder accepts IOM General Conditions of Contract as specified in Section 6. | Form C: Bid Submission |
| Bid Validity | Form C |

**Eligibility and Qualification Criteria**

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Documents to establish compliance** |
| Bidder is a legally registered entity | Form D: Bidder Information |
| Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other. | Form D: Bidder Information |
| Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4. | Form C: Bid Submission |
| No conflicts of interest in accordance with Section 2 Article 4. | Form C: Bid Submission |
| The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future | Form C: Bid Submission |
| Certificates and Licences: Registration of Federal Government and Federal Member states.* Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer.
* Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country.
* Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder.
* Export/Import Licenses, if applicable.
 | Form D: Bidder Information |

|  |  |
| --- | --- |
| **Qualification Criteria** | **Documents to establish compliance** |
| History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years. | Form F: Eligibility and Qualification Form |
| Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years. | Form F: Eligibility and Qualification Form |
| Previous Experience: |  |
| Minimum Five (5) years of relevant experience. | Form F: Eligibility and Qualification Form |
| Minimum Three (3) contracts of similar value, nature and complexity implemented over the last Five (5) years.*(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form F: Eligibility and Qualification Form |
| Financial Standing: |  |
| Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. | Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification Form |
| Turnover: Bidders should have an annual sales turnover of minimum USD 500,000.00 for the last three years.*(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification Form |

**Technical Evaluation Criteria**

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements. | Form G: Technical Bid |
| The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s). | Form G: Technical BidForm H: Price Schedule  |

**Evaluation of Prices**

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable). | Form H: Price Schedule |

**SECTION 5: SCHEDULE OF REQUIREMENTS**

**Terms of Reference (TOR(**

**BACKGROUND**

Within the framework of the established **“IOM’ Office compound in Hargeisa, Somaliland.** IOM is required to engage the services of a reputable Private Security Company (PSC) to provide Guarding Services for the protection of its staff and property.

**OBJECTIVE**

1. The primary objective is to provide a visible deterrent to potential attackers and an armed response capable to any security related emergency in coordination with IOM security and SPU provide outer cordon security in a manner consistent with the UN’s “Use of Force Policy”, any relevant legislation enacted in Somaliland and international law.

**SCOPE**

1. The scope of this contract is to provide:
* Guard Supervisors - 1
* Protection Officers - 16
* Cleaners – 3
* Office ground person 1
1. The contract is not to be further subcontracted nor are employment agencies to be used for recruitment Coverage must be assured for leave, sickness, unscheduled absences, and weekends.
2. **All shifts will not be longer than eight (8) hours.**

**PRE-ELIGIBILITY AND SELECTION**

1. In accordance with the UN’s policy on Private Security Companies (PSC) the Contractor shall have the following mandatory requirements for possible selection:

a. The PSC must be a member company to the International Code of Conduct (ICoC) for Private Security Service Providers.

b. The PSC must have been in the business of providing security services for at least five years prior to submission of its proposal.

c. The PSC must have valid and current licences to provide security services in their Home State as defined by the Montreux Document (the State where the PSC is registered or incorporated);

d. The PSC must have valid and current licences to provide security services in the Territorial State, as defined by the Montreux Document (the States on whose territory the PSC will operate).

e. The PSC must be a registered United Nations Procurement Division vendor and will only be eligible for contract award subject to the successful completion of registration at the appropriate level; and

f. The PSC must be able to substantially comply with the Scope of Work

**CONTRACTOR RESPONSIBILITIES**

**Administrative Planning**

1. Standard Operating Procedures. The contractor in close coordination with the IOM Security Representative or his site representative shall be responsible for familiarization and updating its guards with the relevant UN/IOM premises Standard Operating Procedures (SOP’s) related to all security functions covered in the contract. IOM security staff will periodically exercise and review the contractor’s SOP relevant to their security functions.
2. Emergency Plans. The contractor shall demonstrate a familiarity with operational plans to meet emergencies including, but not limited to, those caused by an armed attack using vehicle borne or body borne suicide bombers, improvised explosive devices and small arms fire, stand-off attacks using rockets, mortars and machine guns, demonstrations and riots, earthquakes and attempted felonious intrusions.
3. Records and Reports. A summary of required reports is listed below. The contractor shall demonstrate familiarity with these formats and may propose to combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of internal Private Security Guards on duty at each location at any given time, complaints, incidents, investigations, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the IOM facilities and will be the property of the IOM.
* Daily Occurrence Book
* Weekly Situation Reports
* Guards weekly Roster
* Incident Report
* Monthly Report.
1. Regular performance meetings will be held between IOM and the contractor, not less than once per month and if required written minutes of the meetings shall be prepared by IOM and forwarded to the contractor.

**Minimum Contractor Employee Qualifications**

1. Unless specified elsewhere the following minimum qualifications of the Contractor’s employees shall be observed:
* All personnel must have security vetting or clearances from their country of origin and written confirmation of this must be provided for each employee.
* Guards must be at least 25 years of age and not older than 50.
* Supervisors are not to be older than 62.
* Must be physically fit for their duties and be well proportioned as to weight and height.
* Be in good general health, without physical defects or abnormalities that would interfere in the performance of their duties.
* All Private Security Guards must be verified as having a military background with prior experience in handling and firing weapons including long and short arms.
* Have binocular vision correctable using glasses or contact lenses to 20/30.
* Have adequate colour acuity and be capable of hearing normal conversation at three (3) metres with either ear, without the benefit of a hearing aid.
* Guards shall have completed secondary school and be literate in English to the extent that they read and understand printed instructions and understand and communicate in English.
* No employee shall have been terminated from previous employment for any reason other than honourable.
* No employee shall have been convicted of a crime or have been a party to any conflict against the Somali government authorities.
1. The successful contractor shall demonstrate a plan to conduct pre-employment physical examinations at its own expense to ensure compliance with the above requirements.

**Personal Appearance**

1. The successful contractor shall provide at its own cost all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing, with well fitting, clean and properly presented colour coordinated uniforms, and with black or brown boots properly brushed and polished. Sport or training shoes are not to be worn whilst on duty. The successful contractor shall submit sample uniforms to the IOM Security Representative, for final approval prior to the start of any contractual arrangement. The cleaning and ironing of all uniforms used by the contractor’s personnel will be the sole responsibility of the contractor.
2. The contractor shall demonstrate that a plan is in place to ensure that its personnel are physically capable of standing watch, i.e. not having consumed alcoholic beverages or other types of intoxicants within the **previous twelve (12) hours**, and are sufficiently rested. Smoking whilst on duty is not permitted.
3. Contractors are to ensure that no lettering, design or coloured undergarment shall be visible through the uniform shirt.
4. Hair is to be kept neat and trimmed and not interfere with the wearing of uniform hats or caps.
5. Male personnel may not wear earrings, nose studs or any other forms of facial piercing whilst on duty.
6. Penalties will be imposed for non-compliance ranging from suspension of duty to dismissal.

**Uniforms**

1. All personnel provided by the Contactor are to be provided with Company identification and must dress in a clearly recognizable uniform provided by the contractor and clearly displaying the company’s logo.
2. Whilst the uniform will be functional and permit the delivery of the designated services in the threat environment faced, The IOM has the authority to direct the Contractor to use a uniform in keeping with the programmatic delivery of the Organization represented at no additional cost. The uniform will be appropriate to the climatic conditions.
3. The IOM defines a uniform as cap/hat/beret/helmet, jacket, trousers, shirt and boots, all of which should be provided by the contractor on a scale of issue that will ensure all uniformed personnel can comfortably achieve and maintain the appearance standards set herein.
4. The contractor shall state that its complete uniforms shall be worn by all on duty members of the guard force always while engaged in the performance of duties. The contractor’s security guards shall wear the same colour and style of uniform.
5. The contractor shall state that no decorations, awards or other ornaments that are not approved by the IOM shall be worn or displayed on the uniform.
6. All employees of the Contractor shall wear a name/rank plate on the outermost garment. The nameplate shall be centred along the top right pocket seam of the shirt or jacket. Nameplates shall be uniform in size, material and colour. No reference to the IOM is to be included.
7. Uniforms and equipment proposed should consist of the following general items (any minor variations must be explained in the proposal):
* Shirt, long and short sleeves;
* Trousers long;
* Jacket “Bomber” style;
* Shoulder patches with Contractors logo;
* Boots;
* Cap/Hat/Beret/Helmet; and
* Full length rain proof coat or poncho.

**Training Requirements**

1. Prior to taking up duties under this contract, each employee must be provided with the following training:
* International Code of Conduct for Private Security Service Providers,
* The Contractor Use of Force Policy,
* The Contractor Weapons Manual,
* Weapon handling (Batton),
* Radio communications,
* Premises access control,
* Counter terrorist search procedures,
* First responder medical training,
* Specific weapons handling procedures for specific issued equipment,
* Hostile surveillance and reconnaissance detection training,
* Cultural sensitivity training (to the Somali context and the UN context), and
* Human Rights Law and its application,
* Fire safety and fire warden training,
* PSEA training.(Delivered by IOM FP)

As Required:

* Supervisory and management skills,
* Workplace conflict resolution,
* Integrity and ethics awareness,
* Preventing sexual harassment, and
* An overview of the UN security management system relevant to duties.
1. The contractor must certify to the IOM Security Representative that each employee has undergone the above training and demonstrated the necessary level of skill before commencing the provision of services. Training records for each individual must be maintained.
2. The contractor must demonstrate to the IOM Security Representative that a programme of refresher training is implemented for each employee according to duties assigned. Training must also develop as new technology, procedures or threats emerge.

**Equipment**

1. The PSC shall provide all equipment in support of the contract as follows:
	* One handheld radio per PSC guard and pouch.
	* Personal Protection Equipment: one ballistic vest and one ballistic helmet per PSC.
	* One torch per PSC guard.
	* One Whistle per PSC guard.
	* One baton and one set of handcuffs (or two flexi cuffs).
	* Individual First Aid Kit for the guards
	* Sundry items: notepad, pen, stationary, sunglasses and personal drinking bottle.
2. The Contractor will ensure that each post has a VHF/UHF radio communications ability to coordinate a response with the UN premise operations centres in the event of a security incident at the IOM premise. Radio checks are to be conducted by Shift Supervisors at the beginning of each shift and periodically during each shift to ensure that equipment is functioning correctly, and guards are alert and monitoring their radios.
3. The contractor will be fully responsible for the import of any technical equipment, required to fulfil this contract

**Firearms Management**

1. The Contractor is required to develop and implement its own firearms management procedures and “Weapons Manual” consistent with the International Code of Conduct for Private Security Service Providers and applicable national laws. In addition, to the extent consistent with the applicable national law, the PSCs’ firearms management procedures and Weapons Manual should also be consistent with the “United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms” (which shall be made available to the selected vendor for reference). However, the PSC’s Weapons Manual must be as or more restrictive than the “United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms”. The PSCs’ Weapons Manual shall not be less restrictive than the “United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms”.

**Fire Inspections**

1. The contractor shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence. Upon detection of fire in IOM compound, the contractors’ internal compound personnel shall ensure that the compound residents are immediately alerted, the incident reported to the senior IOM security professional and immediate action is taken to extinguish the fire.
2. The contractor shall ensure that all its internal compound personnel are fully trained in the use of “in-house” fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of various types of fire extinguishers, fire blankets and/or hydrants with hoses at IOM compound. The senior IOM security professional, or his/her designated representative, will notify the contractor of all changes in the type of new fire-fighting equipment in writing. The contractor shall have 30 days to train its personnel on the use of the new equipment.
3. The contractor’s security personnel shall immediately report all unsafe conditions noted on their patrol routes. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.
4. The contractor’s security personnel must be exposed to and trained on, as far as practicable, the UN Fire Safety Policy and the UN Fire Safety Guidelines.

**Fire Drills**

1. The IOM Fire Safety Focal Point shall include the contractor’s personnel in fire drills when scheduled. This does not preclude the contractor from conducting its own fire drills to maintain the competency of its personnel.

**Organisational Considerations**

1. Project Manager. The Contractor will provide the IOM with a designated point of contact at the management level who will attend periodic meetings with the IOM Security Representative, to review performance and discuss significant security incidents and trends. In this regard, the contractor shall designate a Project Manager (PM) to serve as the primary point of contact with the IOM Security Representative on a 24-hour basis. The PM shall have authority to act on behalf of the contractor. The contractor shall also designate an alternate to fill in during the PM’s absence. The PM shall have primary responsibility on personnel conduct, equipment, training, recruitment, and dismissal procedures.
2. Employee Conduct. The contractor shall provide in the proposal a policy or SOP that shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance, and integrity and that it shall take appropriate actions, as necessary, to ensure compliance with these standards. The CVs of the contractor’s senior staff shall be attached to the proposal.
3. Staffing Considerations. The number of Private Security Guards per location must be commensurate with the size, layout, regularity of presence and number of IOM personnel in that IOM compound and size of compound. Minimum requirements for the number of guards at the IOM Compound should be agreed upon by the IOM Security Representative and the Contractor. It would be normal to consider that the minimum requirement would be not less than Seventeen (17) unarmed security guards who should be always on site including a team leader/supervisor. Contractors shall outline how it intends to deploy a well-trained, organized and properly equipped group of Private Security Guards. **The employment of female personnel is a mandatory requirement, and the Contractor must demonstrate the plan for female employment.**
4. There must be a supervisor in each shift
5. The Contractor will be responsible to maintain and ensure the highest degree of morale and wellbeing of their personnel and will be required to provide whatever recreational equipment is necessary to achieve this.
6. The Contractor shall provide and maintain for each of their employees with adequate life insurance, medical insurance including medical evacuation and third-party liability insurance.
7. Contractor should have a security operation center in Hargeisa where back-up response can be provided

**Working Hours and Compulsory Time Off**

1. **Security personnel may not be on‐duty for longer than 8‐hours in a 24‐hour period and must receive one continuous 24‐hour break (paid) off‐duty in every 7 days.**
2. Security Personnel are to receive one full week (paid) of seven (7) days break outside of their duty‐station every 6 months.
3. The Contractor will be required to provide evidence of their proposed leave plan.

Additional considerations:

The main objective is to get the best service providers who meet the below standards

* Proof of registration with relevant government bodies
* Price Validity should be one year
* This quotation is for preparation of long-term Agreement
* Attach the profile of the company showing the experience offering similar services to NGOs and UN
* Ability to provide 30days credit facility

Technical - knowledge skills and abilities of the Service Provider.

* The 12 security guards/Supervisors for Hargeisa are all unarmed (In Somaliland armed private security is not allowed).
* All security guards are local and NOT for international or third party international.
* Have a background and experience in guard services for international/UN community.
* ISO 18788 (Management system for private security operations) and 9001 (Quality Management Systems) certifications are a requirement.
* Have oversight by trainers who have security background and practical experience in Somaliland in areas such as disciplined vehicle/person screening - access and egress, counter surveillance, firefighting/prevention, interpersonal and communication skills, tactical communication, incident reporting and record keeping access & egress control, loss prevention, crime prevention, identification of explosive devices, firearms and weapons, identification of suspicious personnel and/or vehicles, hostile surveillance detection, the use of radio communication systems and patrols.
* The security guards shall be properly trained in accordance with local law, to perform security services. The security guards shall be uniformed and properly equipped including appropriate identification badges and the names of the guards shall be given to IOM for verification purposes in advance of assignment to perform services.
* The Service Provider shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under this agreement.
* The Service Provider shall ensure that the guards have read, understood, and agreed to IOM’s Data Protection Principles.
* The Service Provider shall take all reasonable measures to ensure that the security guards conform to the highest standards of moral and ethical conduct. IOM may, at any time, request in writing the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this agreement. The Service Provider shall, at its own cost and expense, withdraw and replace such personnel forthwith. A request by IOM for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Agreement.
* The service provider shall provide communication equipment to the security personnel to effectively do their job.
* The service provider will ensure regular training and induction for new guards (on-going on-the-job knowledge training, testing and exercises), including customer care and handling of visitors
* The service provider shall ensure monitoring and career development of staff
* The service provider shall ensure effective supervision on a shift-to-shift basis to ensure staff levels and performance are maintained
* The service provider shall develop and implement Standard Operating Procedures (SOPs) for guards to execute their duties in the compound
* The service provider shall have the ability to adapt to current threats and inform IOM head of Security on both anticipated and real changes in the security environment
* The service provider shall provide insurance benefit for sickness, injury of guards.
* The service provider shall develop and implement selection, vetting and discipline procedures of guards
* The service provider shall prepare at least monthly activity reports and submit to the IOM Head of Security

Guard Requirements

* Be at least 25 years of age and subject to fitness and health standard to perform signed duties.
* Should be of sound mind free of any mental defect or disease
* Should not have committed:
	+ Any crime; or
	+ Any misdemeanor involving:
* Shooting a firearm or other weapon causing loss of life and property.
* The Service provider should be able to cater for leave days and relevant local & international labor laws will apply.
* The Service Provider agrees to protect and secure IOM staff/assets/operations/contractors/visitors (and those of other agencies in the compound), premises and property at the IOM office on 24-hour basis 7 days a week. IOM office in Hargeisa shall be manned in total by the proposed number of guards in the following table (the Bidder may propose otherwise for further discussion):

|  |  |  |  |
| --- | --- | --- | --- |
| **S/No** | **Guard Shift**  | **Number of guards**  | **Remarks**  |
| 01 | 8 hrs Day Shift A | 05 unarmed national guards | Must include at least one female guard |
|  | 8 hrs Day Shift B | 5 unarmed guards | Must include at least one female |
| 02 | 8hrs night shift C | 03 unarmed national guards |  |
| 03 | Reliver guards | 03 unarmed reliver guards | Must include at least one Female guard |
| 04 | Compound cleaners (day only) | 02 cleaners | Female |
| 05 | Compound gardener/electrician | 02  | Male  |

* The Service Provider should agree to control the main entrance to IOM office and ensure that unauthorized persons are not allowed access to the complex.
* Ensure that only authorized persons shall access IOM premises/Office. Also maintain records of incoming and outgoing materials, person, visitors, guests, officer/officials.
* The guards shall maintain the log of movement of authorized vehicle and individuals through the main entrance.
* The guards shall screen visitors and direct them to the right office or individual. Visitors who are in possession of restricted items and or have bad conduct should not be allowed to enter the complex.
* The guards shall check authorized vehicles and individuals moving in and out from the IOM complex and ensure that only the goods and equipment that are authorized to leave the IOM complex through a gate pass are allowed to go out from the complex.
* The guards shall regularly patrol IOM complex to ensure safety and security of IOM premises, property, and staff and shall report any irregularities to the IOM Head of Security or designate.
* The guards shall check that all office machines, air-conditioners, lights etc. are turned off after working hours.
* The guards shall assist staff in the compound to evacuate premises and assemble in at the assembly points in case of fire and also support the fire team to put out the fire where possible and in consideration of their safety.
* The guards shall perform any other security related tasks assigned by IOM Head of Security or his/her designate.
* The Service Provider shall ensure that relieving security guard(s) is/are deployed immediately in the event of a security guard being unable to perform his/her duty at IOM compound.
* The security guards shall have the following shifts unless otherwise specified herein:
	+ Day: From 600 hrs to 1400hrs
	+ Mid-Day: From 1400Hrs to 2200HRS
	+ Night: From 2200 hrs to 600hrs
* The service provider shall ensure that strength in terms of number of guards coverage to IOM Compound is maintained at all times as per the agreement without any additional charges.
* The Service Provider shall submit monthly security reports and monthly security guard time sheets to IOM.
* Compliance with local laws and regulations applicable to Service Provider's personnel shall be the sole responsibility of the Service Provider. No responsibility for local labour obligations shall rest with IOM.
* The Service Provider shall be liable for any loss or damage to IOM, its staff, premises, and equipment arising out of or resulting from any action, omission, negligence, or misconduct of the service personnel.
* The Service Provider shall be responsible for the payment of all taxes, duties, levies, and charges assessed on the Service Provider.

***The premises can be seen before submitting the bid with due permission of concerned officer in charge.***

**DURATION**

The activities under this TOR shall start upon tentatively 1st November 2025 and will be fully and satisfactorily completed for a period not exceeding **12 months** in accordance with the request for proposal. The Contract for this services may be extended for additional two (2) years on yearly basis based on the satisfactory performance evaluation.

**APPENDIX 1**

**Static Protection of IOM Personnel, Premises and Property by PSC**

**Un-armed Security Guards**

**Objective**

* 1. Provide a visible deterrent to potential attackers in accordance with the requirements of this SoW. Unarmed national guards shall provide basic functions where agreed.

**Basic Functions**

* 1. Conduct access control of vehicles and pedestrians to the designated premises or area when tasked by the IOM entity security professional:
* Use of electronic body and package search equipment when required.
* Personnel searches for all personnel.
* Vehicle searches.
* Building searches for suspected explosive devices.
* Visitor control and registration systems.
* Opening and closing gate entry points.
* Maintaining daily records.
* Pedestrian and/or vehicle traffic records.
	1. Patrol the designated premises or area:
* Identify and report suspicious persons or objects which may cause a security concern;
* Subsequently contain or remove suspicious persons or objects which may cause a security concern based on the IOM Compound SOPs;
* Monitor and respond to intrusion and safety alarms;
* Maintain guard post records and logs and preparation of incident reports; and
* Provide First Aid to IOM personnel and visitors in the event of incidents
1. Ensure all personnel entering the premises are displaying a UN ID card, UNLP or a Compound Visitors Badge. Register and control all Visitor Badges to ensure all have been returned.
2. Upon direction of the senior security professional, the unarmed guard may hand search suspicious looking items brought into the premises. Female guards must always be available to search the body or bags of female staff or visitors.
3. Private security guards are to be placed on all observation towers to monitor the activities of personnel directly outside the IOM compound. If suspicious activities are observed, the armed guard will contact the compound operations Radio Room duty operator and advise him/her of the situation and provide a description of the same.
4. Constantly monitor the interior of the IOM premise for unattended objects. Suspicious objects should not be moved, but the guard should visually check them to determine if they have an identifying label. If there is no label and the owner cannot be found, the guard should contact the senior UN security professional who will take appropriate action.
5. When ordered by the senior security professional the guard will not allow unescorted visitors into or within the IOM premises.
6. The security guard will immediately secure the scene of any crime, evidence of break-in, theft, or any suspicious incident in order to prevent unauthorised access and safeguard evidence.
7. Monitor CCTV system installed in the premises and advise of any suspicious events.
8. Operate baggage scanner and other screening equipment such as handheld detector, walk through metal detector, vehicle undercarriage inspection mirrors.
9. The security guard must be familiar with and enforce all IOM/UN Security SOP’s for the post.

# SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

## 6.1 Contract Form with General Conditions of Contract.

**THIS IS A SAMPLE DARFT AGREEMENT FOR SIGNATURE AND STAMP TO CONFIRM ACCEPTANCE OF THE CONTRACT TERMS AND CONDITIONS**

**DRAFT-LEG C.8. SECURITY SERVICE AGREEMENT**

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |

**SECURITY SERVICE AGREEMENT**

**between**

**The International Organization for Migration**

**and**

**[*Name of the Other Party*]**

**on**

**Provision of Security Services**

**at**

**Provision of UN Armed Guarding Services for IOM staff in Hargeisa**

This Security 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 Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [**Name of the Other Party**], [Address], represented by [Name, Title of the representative of the Other Party], 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. The Service Provider agrees to provide IOM with *Security Services* at [location] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
	2. The following documents form an integral part of this Agreement:

|  |  |
| --- | --- |
| 1. **Annex A**
 | 1. Terms of Reference and Delivery Schedule
 |
| 1. **Annex B**
 | 1. Price Schedule
 |
| 1. **Annex C**
 | 1. IOM’s Data Protection Principles
 |
| 1. **Annex D**
 | 1. Advance Payment Bank Guarantee Template
 |
| 1. **Annex E**
 | 1. Performance Security Template
 |
| 1. **Annex F**
 | 1. 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.

1. **Services Supplied**
	1. For the provision of Security Services (the “**Services**”), the Service Provider shall:

DETALS TO BE INSERTED BEFORE THE FINALIZATION OF THE CONTRACT

1. Provide armed/unarmed [delete inapplicable option] security guards for the IOM offices/warehouse/accommodation [adapt as needed] (“**IOM Premises**”) as outlined by Article 2.2 who shall perform the following tasks:

[add/delete from (i)-(iv) as needed and ensure subsequent enumeration is correct]

1. Control access to IOM Premises, perform security checks for bags and packages brought by visitors and staff in and outside of the IOM Premises, issue passes, direct visitors to appropriate areas, and complete visitor log entries; However, it is understood that the guards and supervisors shall not be entitled to inspect IOM diplomatic pouches or mail delivered to the IOM premises;
2. Ensure that all visitors and staff vacate the building after office hours;
3. Perform regular security check on all doors, windows, gates, CCTV and other relevant security installations, especially when no IOM personnel is present;
4. Log and report all incidents relating to security. The guards shall maintain accurate log books to record each of the following:
5. the chain of custody of the keys and other equipment provided by IOM, referencing the names of the guards, and the dates and times at which they received and returned the keys and radio equipment;
6. entry and exit of all personnel and visitors (including guards and supervisors reporting for duty and ending shifts), including names, dates and times of entry and exit;
7. all goods or materials brought into the IOM offices/sub-offices, including the names of the delivery personnel, the dates and times of delivery, and the nature of the items delivered;
8. entry and exit of all vehicles (including those of the guards and supervisors), including the identities of the drivers and the passengers, and the make and plate numbers of the vehicles; and
9. any security incidents, including a detailed report on the incident, including the names of the persons involved.
10. Any security related incident needs to be reported immediately to the relevant IOM security focal point whose name shall be communicated to the Service Provider by IOM. In case of emergencies (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall first attend to the emergency, ensure maintenance of proof and evidence of crime, and shall immediately notify the IOM Field Security Officer, Local Fire Department, and the Local Police Department of the incident;
11. Always establish coordination with, and receive work-related instructions from the IOM security focal point, shall accommodate the instructions given, and shall inform the IOM security focal point of any issues that may arise that are beyond their capacity or authority to resolve;
12. Get acquainted with the IOM staff working at the Premises immediately and other people shall be regarded as customers and visitors;
13. Act professionally and in a formal and respectful way with the staff, customers and visitors;
14. Wear appropriate identification badges;
15. Regularly monitor the movements in and around the building, maintain general security, be responsible for all the IOM properties/assets within the offices, and be prepared for emergencies at any time;
16. The guards and supervisors shall report to their assigned posts at least 30 (thirty) minutes prior to the start of their shift for security briefing by their shift supervisor. They shall remain at their designated post at all times until they are replaced by the next shift. Should it be necessary for any guard to leave his post for a valid reason, which shall be for no more than 10 minutes, he shall not vacate his post without another guard to temporarily assume his duties. Any guard or supervisor who is absent from his post for no valid reason and without a replacement, is caught sleeping at his post, is negligent in his duties, or performs his duties with a standard of vigilance less than that required by his duties, or reports for duty under the influence of alcohol or narcotic substances, shall be reported to the Service Provider for immediate replacement.
17. Conduct appropriate, regular training (including refresher trainings) of the security guards to be assigned to IOM which enables them to effectively perform their duties and proficiently handle their equipment. Such training shall include, but shall not be limited to, their specific tasks and duties, the security requirements of IOM, the security situation in the area, standard operating procedures, particularly when there is a security incident involving IOM property or staff, and IOM’s Data Protection Principles. The guards shall be properly licensed, in accordance with local law, to perform security services, including but not limited to, the carrying of firearms. The Service Provider shall conduct thorough background checks on the guards and their supervisors prior to assigning them to IOM to ensure that they have no history of criminal activity;
18. Provide health insurance scheme for the security guards;
19. Prepare a list of security guards to be assigned to IOM and submit the same to IOM, showing the age of every security guard and certificate of last class attended prior to their deployment;
20. Employ a separate reserve pool of equally competent staff members to relieve security guards who are either on sick or vacation leave, withdrawn by the Service Provider from the list of assigned guard personnel, or separated from service. IOM may, at any time, request in writing for the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this Agreement. The Service Provider shall, at its own cost and expense, immediately withdraw or replace such personnel forthwith without contest. A request by IOM for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Agreement;
21. Assign to IOM security guards who can communicate effectively in English and required local language(s);
22. Issue to each security guard the following equipment:
	* + 2 (two) uniforms per year (incl. immediate replacement of damaged uniforms)
		+ 1 (one) properly licensed semi-automatic handgun including ammunition
		+ 1 (one) handheld radio
		+ (one) mobile phone
		+ (one) baton
23. Maintain a proper organizational structure and exercise thorough supervision;
24. Maintain an established procedure for disciplinary measures;
25. Render 24/7 security service to the IOM Premises and its property and bears responsibility or liability through proper public liability insurance; and
26. Ensure the safety and security of the IOM Premises, IOM personnel and staff, and all IOM assets within the IOM Premises.
	1. The Service Provider agrees to provide the following personnel for the provision of Services: [adapt table below as needed, content is example only]\

|  |  |  |
| --- | --- | --- |
| **Location** | **Guards** | **Shift** |
| Location A | 2 (two) male guards, 1 (one) female guard, 1 (one) supervisor | 08:00 AM – 08:00 PM |
| Location A | 2 (two male guards) | 08:00 PM – 08:00 AM |
| Location B | 3 (three) male guards, 1 (one) supervisor | 07:00 AM – 07:00 PM |
| Location B | 1 (one) male guard | 07:00 PM – 07:00 AM |

* 1. The Service Provider shall commence the provision of Services from **[date]**and fully and satisfactorily complete them by **[date]**.
	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.

*[Optional for Long-Term Agreements (please delete if not applicable)]*

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

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

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

1. **Charges and Payments**
	1. The all-inclusive [monthly/yearly] Service fee for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])***,* which is the total charge to the IOM.
	2. The Service Provider shall invoice IOM [monthly] upon completion of all the Services during the relevant period. The invoice shall include: [*services provided in relevant period, daily rate per guard / supervisor, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)*]
	3. Payments shall become due [insert number of days]days after IOM’s receipt and approval of the invoice. 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:  |  |

 Any change to the bank account shall be formalized by an amendment to this Agreement.

* 1. 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.
	2. IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.
1. **Advance Payment Bank Guarantee and Performance Security**

4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider shall provide IOM with a bank guarantee to secure the requested advance payment (the “Bank Guarantee”) in an amount equivalent to the total amount advanced, to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be released by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

4.2 Performance Security (IF APPLICABLE)

4.2.1 The Service Provider shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Service Provider’s obligations] following which it will be released by IOM.

1. **Warranties**
	1. The Service Provider warrants that:
		1. 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;
		2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
		3. In all circumstances it shall act in the best interests of IOM;
		4. 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;
		5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
		6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
		7. It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
		8. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
		9. 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.
		10. 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 were IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
		11. It is not included in the most recent United Nations Security Council Consolidated 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.
		12. 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 United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions 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.
	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 allegation or suspicion that the following practice may have occurred or exist:
2. fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
3. corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
4. collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
5. coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
6. obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM’s contractual rights of audit, investigation and/or access to information, including 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;
7. unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
8. money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.
	1. The Service Provider further warrants that it shall:
9. Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),[[1]](#footnote-2) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[2]](#footnote-3) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
10. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
11. Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
12. Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
13. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
14. Adhere to the provisions of this Article for the duration of this Agreement.

5.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2 or 5.3 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.

5.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

1. **Assignment and Subcontracting**
	1. The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part or all, 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.

* 1. Notwithstanding a 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.
1. **Delays, Defaults and Force Majeure**
	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.
	2. If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
	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.
	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.
	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 the Article on Termination shall apply.
2. **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.

1. **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.

1. **Confidentiality**
	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.
	2. Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donors or auditors or in relation to IOM’s reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.
2. **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.

1. **Notices**

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

|  |
| --- |
| **International Organization for Migration (IOM)** |
| Attn: | [Name and title/position of IOM contact person] |
| Address: | [IOM’s address] |
| Email:  | [IOM’s email address] |

|  |
| --- |
| **[Full name of the Service Provider]** |
| Attn: | [Name and title/position of Service Provider’s contact person] |
| Address: | [Service Provider’s address] |
| Email:  | [Service Provider’s email address] |

1. **Dispute Resolution**

13.1 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.

13.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

13.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.

13.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.

13.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.

13.6 This Article survives the expiration or termination of the present Agreement.

1. **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 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. **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.

1. **Indemnities**
	1. 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.

* 1. The Service Provider shall assume full responsibility and hereby agrees and binds to indemnify IOM for any loss, damage, destruction and injury that may be incurred by IOM within the premises being secured, which are attributable to theft, pilferage, robbery other unlawful or illegal acts, or to the acts or omissions of the assigned guards, supervisors, as well as other employees, officers or agents of the Service Provider. However, the Service Provider shall not be liable to IOM where such loss or damage is due to force majeure, such as civil disorder, military action, natural disaster or other circumstances which are beyond the control of the Service Provider, or in any of the following cases:
		+ 1. Where such loss occurred inside a closed or locked warehouse, office or building to which the security guards/supervisors have no access and there is no sign of forced entry;
			2. Where the loss or damage was the result of robbery committed by an armed group, mob violence, tumultuous affray, acts of dissidence, war, insurrection, revolution, rebellion, violent uprising, demonstration/rally, or during a calamity/typhoon: (ii) no part of the loss or damage is attributable to the acts or negligence of employees, officers, or agents of the Service Provider; (iii) the acts or negligence of the employees, officers or agents of the Service Provider did not contribute to or aggravate the loss or damage; and (iv) the loss or damage could not have been reasonably prevented by the Service Provider;
			3. Where such loss is of pocketable items, such as, but not limited to, jewelry or cash, except where there is evidence that such acts are attributable to the acts or negligence of employees, officers, or agents of the Service Provider, or such acts or negligence were contributing factors to the loss.
1. **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.

1. **Termination**

18.1 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.

18.2 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.

18.3 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.

18.4   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.

1. **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.

1. **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.

1. **Final Clauses**

21.1 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 the Article on Termination.

21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

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: |  | Name: |
| Position: |  | Position: |
| Date:  |  | Date:  |
| Place: |  | Place: |

**Annex C**

**IOM Data Protection Principles**

**1: LAWFUL AND FAIR COLLECTION**

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

**2: SPECIFIED AND LEGITIMATE PURPOSE**

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

**3: DATA QUALITY**

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

**4: CONSENT**

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

**5: TRANSFER TO THIRD PARTIES**

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

**6: CONFIDENTIALITY**

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

**7: ACCESS AND TRANSPARENCY**

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

**8: DATA SECURITY**

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

**9: RETENTION OF PERSONAL DATA**

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

**10: APPLICATION OF THE PRINCIPLES**

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

**11: OWNERSHIP OF PERSONAL DATA**

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

**12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

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

**13: EXCEPTIONS**

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

**GLOSSARY**

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

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

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

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

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

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

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

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

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

**IOM** means the International Organization for Migration.

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

**IOM headquarters** means IOM offices in Geneva, Switzerland.

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

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

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

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

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

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

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

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

**ANNEX E**

 **PERFORMANCE SECURITY TEMPLATE**

**Performance Security (Bank Guarantee)**

To: *[name and address of IOM Office]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works, Services, or Goods]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Performance Security by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract (the “Performance Security”);

AND WHEREAS we have agreed to give the Contractor such a Performance Security;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words] (“Guarantee Amount”)*, such sum being payable in the types and proportions of currencies in which the Contract Price (as defined in the Contract) is payable, and we undertake to pay you, immediately upon your first written demand and without cavil or argument, any sum or sums within the limits of *the Guarantee Amount* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We further undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Performance Security.

We hereby waive the necessity of your demanding the said debt from the Contractor or from any other party before presenting us with the demand. We further confirm you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Performance Security.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works, Services or Goods (each as defined in the Contract) to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Performance Security, and we hereby waive notice of any such change, addition, or modification.

This Performance Security shall be valid until *[insert the date by which the vendor should complete all the services as indicated in the contract].* Any claims hereunder must be submitted to us not later than the said expiry date, after which date this Performance Security automatically becomes null and void.

Nothing in or relating to this Performance Security 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.

|  |
| --- |
| Signature and seal of the Guarantor:  |
|  |
| Name and position of signatory:  |
| Name of Bank/ Financial Institution:  |
| Address:  |
| Date:  |

**6.3 Performance Security. REMOVE IF NOT REQUIRED**

## Performance Security (Bank Guarantee)

To: *[name and address of Employer]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a \_\_\_\_ 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date

# SECTION 7: BIDDING FORMS

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form C: Bidder Information**

**Form E: Joint Venture / Consortium / Association Information**

**Form F: Eligibility and Qualification**

**Form G: Technical Bid**

**Form H: Price Schedule**

## FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

|  |  |  |
| --- | --- | --- |
| To: | Insert name of contact person | Email: Insert contact person’s email - do not enter secure bid email address |
| From: | Insert name of bidder |  |
| Subject | ITB reference SOM-April 2025-009 |
| **Check the appropriate box** | **Description** |
| **☐** | **YES**, we intend to submit a bid. |
| **☐** | **NO**. We are unable to submit a competitive offer for the requested goods/works/services at the moment |

If you selected NO above, please state the reason(s) below:

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
| **☐** | The requested goods/services are not within our range of supply |
| **☐** | We are unable to submit a competitive offer for the requested products at the moment |
| **☐** | The requested products are not available at the moment |
| **☐** | We cannot meet the requested specifications |
| **☐** | We cannot offer the requested type of packing |
| **☐** | We can only offer FCA prices |
| **☐** | The information provided for bidding purposes is insufficient |
| **☐** | Your ITB is too complicated |
| **☐** | Insufficient time is allowed to prepare a bid |
| **☐** | We cannot meet the delivery requirements |
| **☐** | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below. |
| **☐** | Sustainability criteria/requirements are too stringent (if applicable) |
| **☐** | We do not export |
| **☐** | We do not sell to the UN |
| **☐** | Your volume is too small and does not meet our order quantity |
| **☐** | Our production capacity is currently full |
| **☐** | We are closed during the holiday season |
| **☐** | We had to give priority to other clients’ requests |
| **☐** | We do not sell directly but through distributors  |
| **☐** | We have no after-sales service available |
| **☐** | The person handling the bids is away from the office |
| **☐** | Other (please provide reasons below):  |
| Further information: Click or tap here to enter text. |
| **☐** | We would like to receive future ITBs for this type of goods |
| **☐** | We don’t want to receive ITBs for this type of goods |

Questions to the bidder concerning the reasons for NO BID should be addressed to IOM phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

**Technical bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the returnable bidding forms?**  |  |
| * Form C: Bid Submission
 | ☐ |
| * Form D: Bidder Information
 | ☐ |
| * Form E: Joint Venture/Consortium/Association Information
 | ☐ |
| * Form F: Eligibility and Qualification
 | ☐ |
| * Form G: Technical Bid/Bill of Quantities
 | ☐ |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?**  | ☐ |
| **Have you provided the required documents in support of Form D: Bidder Information?** | ☐ |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form H: Price Schedule
 | ☐ |

## FORM C: BID SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-April 2025-009 |

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. SOM-April 2025-009. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

* **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
* **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

**BIDDER’S DECLARATION OF CONFORMITY[[3]](#footnote-4)**

| **Yes** | **No** |  |
| --- | --- | --- |
|[ ] [ ]  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. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|[ ] [ ]  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. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|[ ] [ ]  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. |
|[ ] [ ]  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. |
|[ ] [ ]  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. |
|[ ] [ ]  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.  |
|[ ] [ ]  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. |
|[ ] [ ]  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.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|[ ] [ ]  It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|[ ] [ ]  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.  |
|[ ] [ ]  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: Click or tap to enter a date.

FORM D: BIDDER INFORMATION

##

|  |
| --- |
| **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.: |  | Commitment to Antiracism: | Choose an item. |  |
| UNPP No.: |  | Does your entity agrees with UN Supplier Code of Conduct: | Choose an item. |  |
| Is your Entity Women Owned?: | Choose an item. | Is the Bank Account Certificate added as attachment?: | Choose an item. |  |
| Is your Entity Disability Inclusive?: | Choose an item. |  |  |  |
|  |  |
| **Address\*** |  |
| Street Name and House No. |  |
| ZIP/Postal Code\*  |  |
| City\* |  |
| Region\* |  |
| Country\* | Choose an item. |

|  |  |  |
| --- | --- | --- |
| **Contact Information for communications** |  |  |
| First Name\*: |  |  | **IMPORTANT** |
| Last Name\*: |  |  | All fields marked with \* are mandatory. |
| Job Title |  |  | The form will be returned if mandatory field/s is/are empty |
| Email\*: |  |  | The Vendor Name should match ID or registration documents |

|  |  |  |
| --- | --- | --- |
| **Other Contacts**  |  |  |
| First Name\*: |  |  |  |
| Last Name\*: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |
|  |  |  |
| First Name\*: |  |  |  |
| Last Name\*: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |

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\*: |  |  |  | **List of attachments** |
|  |  |  |[ ]  Taxpayer ID/Tax registration number certificate. |
|  |  |  |[ ]  Business License |
|  |  |  |[ ]  Id. of the owner |
| Signature\*: |  |  |[ ]  Signed UN Supplier Code of Conduct |
| Job Title |  |  |[ ]  Proof of women ownership share of the company |
| Date |  |  |[ ]  Evidence of commitment to anti-racism |
|  |  |  |[ ]  Evidence of entity’s disability inclusive policy |
|  |  |  |[ ]  Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |

|  |
| --- |
| **SPEND AUTHORIZED SUPPLIER INFORMATION SHEET** |
|  |

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-April-2025-009 |

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed**  |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner** (with authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture ***OR*** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

##

## FORM F: ELIGIBILITY AND QUALIFICATION FORM

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-April 2025-009 |

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

|  |
| --- |
| ☐No non-performing contracts during the last 3 years  |
| ☐ Contract(s) not performed in the last 3 years |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|   |  | Name of Client: Address of Client: Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |
| --- |
| ☐ No litigation history for the last 3 years |
| ☐ Litigation History as indicated below |
| **Year of dispute**  | **Amount in dispute** (state currency) | **Contract Identification** | **Total Contract Amount** (state currency) |
|   |  | Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute:Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year  | Currency  | Amount |
| Year | Currency | Amount |
| Year | Currency | Amount |
| **Latest Credit Rating (if any), indicate the source and date.** |  |

|  |  |
| --- | --- |
| **Financial information**(state currency) | **Historic information for the last 3 years** |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit  |  |  |  |
| Current Ratio (current assets/current liabilities) |  |  |  |

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
	2. Historic financial statements must be audited by a certified public accountant;
	3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM G: TECHNICAL BID

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-April 2025-009 |

|  |  |
| --- | --- |
| **Goods, works and/or services to be Supplied and****Technical Specifications** | **Bidder’s response** |
| **Compliance with technical specifications** | **Delivery Date** *(confirm that you comply or indicate your delivery date)* | **Quality Certificate/Export Licenses, etc.** *(indicate all that apply and attach)* | **Comments** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
| **Provision of UN Armed Guarding Services for IOM staff in Hargeisa** |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Other Related services and requirements** *(based on the information provided in Section 5)* | **Compliance with requirements**  | **Details or comments** **on the related requirements** |
|  **Yes, we comply** | **No, we cannot comply***(indicate discrepancies)* |
| e.g. Delivery Term |  |  |  |
| Warranty |  |  |  |
| Local Service Support |  |  |  |
|  |  |  |  |
|  |  |  |  |

## FORM H: PRICE SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-April 2025-009 |

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

**Prices for related services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description of the services** | **Quantity** | **Unit** | **Unit Price (USD)** | **Monthly Total Price (USD** | **12 Months Total Price (USD)** |
| Un-Armed Guards 8 hrs Day Shift A | 5 | Guards |  |  |  |
| Un-Armed Guards 8 hrs Day Shift B | 4 | Guards |  |  |  |
| Un-Armed Guards 8hrs night shift C | 3 | Guards |  |  |  |
| Un-Armed Reliver guards | 3 | Guards |  |  |  |
| Compound cleaners (day only) | 2 | cleaners |  |  |  |

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text, Should IOM accept this bid:

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

1. Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf (un.org)](https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf?OpenElement) [↑](#footnote-ref-2)
2. UN System Model Policy on Sexual Harassment, [CEB Model Policy (unsceb.org)](https://unsceb.org/sites/default/files/imported_files/UN%20System%20Model%20Policy%20on%20Sexual%20Harassment_FINAL_0.pdf) [↑](#footnote-ref-3)
3. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-4)