

BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)

SERVICES FOR
*Provision of Unarmed Security Services for IOM' Office
Compound in Hargeisa, Somaliland*

Prepared by



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

IOM Somaliland

18th April 2022

REQUEST FOR PROPOSALS
RFP No.:

Country: Somalia

Project Name: *Provision of Unarmed Security Services for IOM'
Office Compound in Hargeisa, Somaliland*

Table of Contents

Invitation to Submit Expression of Interest	3
Section I. Invitation Letter	4
Section II. Instructions to Service Providers/ Consulting Firms.....	7
Section III. Technical Proposal Standard Forms	18
Section IV. Financial Proposal Standard Forms	28
Section V. Terms of Reference	34
Section VI. A. Proforma Contract	36
B. Bank Guarantee for Advance Payment.....	45



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

Section I. Invitation Letter



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

Letter of Invitation

18th April 2022

Dear *Private Security Firm*,

The International Organization for Migration (hereinafter called IOM) intends to hire Service Provider for the *Provision of Unarmed Security Services for IOM' Office Compound in Hargeisa, Somaliland* for which this Request for Proposals (RFP) is issued.

The IOM through the Bids Evaluation and Awards Committee (hereinafter called BEAC) now invites Service Providers to provide Technical and Financial Proposal for the following Services: *Provision of Unarmed Security Services for IOM' Office Compound in Hargeisa, Somaliland*

More details on the services are provided in the attached Terms of Reference (TOR).

The consulting firm will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The Proposals must be delivered by hand in sealed envelope to the Bids Evaluation and Awards Committee (BEAC) on or before 5th May 2022, 17:00 Hours to IOM with office address at: *IOM Somaliland Head Office, Ibarahim Kodbur, Jigjigayar, Maansoor Hotel area, Hargeisa office, Somaliland*

Tel: +252 2 571212, +252 2 571211, +252 2 570753,

Late bids shall be rejected.

The BEAC reserves the right to accept or reject any proposal and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms.

Very truly yours,

The Chairperson
Bids Evaluation and Awards Committee

Section II. Instructions to Service Providers/ Consulting Firms

1. Introduction

- 1.1 Only short-listed Service Providers/ Consulting Firms listed in the Letter of Invitation will be invited to submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider/ Consulting Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Provider/ Consulting Firm costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider/ Consulting Firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Provider/ Consulting Firm.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that

knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM through email address: iomsomprocurement@iom.int at least *seven (7) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said

request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.
- 5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:
- a) If a Service Provider/ Consulting Firm deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Service Providers/ Consulting Firms or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other Service Providers/ Consulting Firms invited for this assignment or to enter into a joint venture with Service Providers/ Consulting Firms not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.¹
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *five years*, preferably working under conditions similar to those prevailing in the country of the assignment.

¹ This clause shall be included/revised as deemed necessary

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 8 (Section III).

- a) A brief description of the Service Provider/ Consulting Firm organization and an outline of recent experience on assignments of a similar nature (TPF 2), For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider/ Consulting Firm clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider/ Consulting Firm staffing schedule.
- c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the Service Provider/ Consulting Firm and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment. The work plan should be consistent with the work schedule (TPF-8)
- d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-5).
- e) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-6) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- f) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-7). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- g) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-8).
- h) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, Service Providers/ Consulting Firms are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to 4 (Section IV).

- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Service Provider/ Consulting Firm. ² Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4 Service Providers/ Consulting Firms shall express the price of their services in *United States Dollars (USD)*.
- 7.5 The Financial Proposal shall be valid for *ninety (90) calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment³. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked

² This clause shall be included/revised as deemed necessary

³ For this purpose, the Mission may have the option to require short-listed Service Providers/ Consulting Firms a bid security.

“FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Consultant.

- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the Financial Proposal publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Provider/ Consulting Firm Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *thirty (30) calendar days* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system⁴. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

⁴ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

Technical Evaluation Criteria		Score
1. Specific experience of the Service Providers relevant to the assignment: [Max 30 points]		
1) Similar experience in Somaliland in terms of the Scope, Cost and subject matter (i.e. Provision of Private Security Guards carried out on behalf of UN and INGOs)	4 or more past or current assignments involving provision of Security Services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Somaliland and locations with similar security environment	30
	2 or 3 past assignments involving provision of Private Security Guards with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Somaliland and locations with similar security environment.	20
	1 past or current assignment involving provision of Security Services with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Somaliland and locations with similar security environment.	10
	No past or current assignments involving provision of Private Security Guards with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Somaliland and locations with similar security environment.	0
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 40 points]		
1) Organization and staffing.	Very Good presentation of organization in area of operation i.e Somaliland (preferably Hargiesa), with suitable assignment of professional Security staff	10
	Good presentation of organization in area of operation i.e Somaliland (preferably Hargiesa), with suitable assignment of professional Security staff	7
	Fair presentation of organization in area of operation i.e Somaliland (preferably Hargiesa), with suitable assignment of professional Security staff	3
2) Proposed Technical approach and methodology	The technical approach and methodology fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.	20
	The technical approach and methodology partially addresses ToR objectives, showing good understanding of subject matter and required processes.	10

	The technical approach and methodology fairly addresses ToR objectives, showing fair understanding of subject matter and required processes.	5
3) Work Plan Feasibility	Adequately shows realistic timelines and deliverables consistent with requirements as outlined in the TOR.	10
	Fairly shows realistic timelines and deliverables consistent with requirements as outlined in the TOR.	5
	Timelines unrealistic and/or deliverables inconsistent with TOR	2
	No work plan submitted	0
3. Key professional staff qualifications and competence for the assignment: [Max 30 points]		
Qualifications and Number of years of experiences of the Guard-Force Manager	Experience of 10 or more Years in the Management of Guard-Force in the context of Somaliland or similar Security environment.	10
	Experience of =>7-9 Years in the Management of private Guard-Force in the context of Somaliland or similar Security environment.	7
	Experience of =>4-6 years in the Management of Guard Force in the context of Somaliland or similar Security environment.	5
	Experience of =>2-3 years in the Management of Guard-Force in the context of Somaliland or similar Security environment.	2
Qualifications and Number of years of experiences of Guard shift Supervisor (Day/night)	Experience of 10 or more Years in the Supervision of Guard-Force in the context of Somaliland or similar Security environment.	10
	Experience of =>7-9 Years in the Supervision of Guard-Force in the context of Somaliland or similar Security environment.	7
	Experience of =>4-6 years in the Supervision of Guard-Force in the context of Somaliland or similar Security environment.	5
	Experience of =>2-3 years in the Supervision of Guard-Force in the context of Somaliland or similar Security environment.	2
Qualifications and Number of years of experiences of Unarmed Guards	Experience of 10 or more Years of Guard-Force in the context of Somaliland or similar Security environment.	10
	Experience of =>7-9 Years Guard-Force in the context of Somaliland or similar Security environment.	7
	Experience of =>4-6 years Guard-Force in the context of Somaliland or similar Security environment.	5
	Experience of =>2-3 years Guard-Force in the context of Somaliland or similar Security environment.	2

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/Consulting Firm and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Financial proposals shall be opened publicly in the presence of the Service Provider/ Consulting Firm representatives who choose to attend.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$Sf = 100 \times F1 / F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,
F1 is the price of the lowest Financial Proposal, and
F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁵ (T = the weight given to the Technical Proposal = 0.60; F = the weight given to the Financial Proposal = 0.40; T + F = 1)

⁵ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation *will be communicated to the winning Bidder and will be held at IOM Somaliland Office in Hargeisa.*
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider/ Consulting Firm.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Provider/ Consulting Firm shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on *1st June 2022*

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section III. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *Chairperson,
Bids Evaluation and Awards Committee,
IOM Hargeisa Office in Somaliland*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Unarmed Security Services for IOM' Office Compound in Hargeisa, Somaliland* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF-2A: Service Provider/ Consulting Firm's Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable)]

TPF-2B - Service Provider/ Consulting Firm's Experience

**Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Current US\$):
Name of Associated Service Providers/ Consulting Firms , If Any:		Nº of Months of Professional Staff Provided by Associated Service Providers/ Consulting Firms :
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

**TPF-3: Comments and Suggestions of Service Providers/ Consulting Firms on the
Terms of Reference and on Data, Services, and Facilities to be Provided by IOM**

A. On the Terms of Reference:

[The Service Provider/ Consulting Firm should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Service Provider/ Consulting Firm's Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers/ Consulting Firms, including administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.
- 4.
- 5.

TPF – 4: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical proposal. The Consultant is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
 - b) Work Plan and
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section the Service Provider/ Consulting Firm should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Consultant should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Service Provider/ Consulting Firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Service Provider/ Consulting Firm should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

TPF – 5: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 6: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TPF-7: Time Schedule for Professional Personnel

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

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature of Authorized Representative: _____
 Full Name: _____
 Title : _____

TPF-8: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section IV. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *Chairperson
Bids Evaluation and Awards Committee,
IOM Hargeisa Office in Somaliland*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Provision of Unarmed Security Services for IOM' Office Compound in Hargeisa, Somaliland* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *(insert validity period)* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms , any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² 	Description: ³ 	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Reimbursable Expenses ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Description ¹	Unit	Unit Cost ²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Terms of Reference

BACKGROUND

Within the framework of established **“IOM’ Office compound in Hargeisa, Somaliland**. IOM requires 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 response capability 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

2. The scope of this contract is to provide:
 - Guard Supervisors = 03
 - Protection Officers (Unarmed Security guards) 13
 - Cleaners 2
3. 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.
4. **All shifts will not be longer than eight (8) hours.**

PRE-ELIGIBILITY AND SELECTION

5. 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

6. 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.
7. 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.
8. 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.
9. 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

10. 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.
 - Confirmation of physical presence in Somaliland- the successful company will have to set up office/OPSCEN eventually.
11. 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

12. 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.
13. 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.

14. Contractors are to ensure that no lettering, design or coloured undergarment shall be visible through the uniform shirt.
15. Hair is to be kept neat and trimmed and not interfere with the wearing of uniform hats or caps.
16. Male personnel may not wear earrings, nose studs or any other forms of facial piercing whilst on duty.
17. Penalties will be imposed for non-compliance ranging from suspension of duty to dismissal.

Uniforms

18. All personnel provided by the Contractor 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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

25. 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.
26. 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.
27. 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

28. 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.
 - COVID-19 Items such as Mask & sanitizers
29. The PSC is responsible to provide appropriate safe storage for firearms and ammunitions for visitor's in possession of firearms
30. 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.
31. The contractor will be fully responsible for the import of any technical equipment, required to fulfil this contract
32. The Contractor shall provide NIJ Level 4 body armour and NIJ Level 3 helmets to all their employees while on duty.

Firearms Management

33. 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

34. 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.

35. 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.
36. 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.
37. 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.

38. 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

39. 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.
40. 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.

41. 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 Six(6) unarmed security guards/Supervisor for the first two shifts who should be always on site including a team leader/supervisor and not Less than 4 guards/supervisor for the third shift. 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.**
42. There must be a supervisor in each shift
43. 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.
44. 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.
45. Contractor should have a security operation centre in Hargeisa where back-up response can be provided

Working Hours and Compulsory Time Off

46. **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.**
47. Security Personnel are to receive one full week (paid) of seven (7) days break outside of their duty-station every 6 months.
48. The Contractor will be required to provide evidence of their proposed leave n.

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 16 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 Shift Supervisor	Number of guards	Shift hours	Remarks
01	8 hrs Day Shift	01 unarmed Shift Supervisor	05 unarmed national guards	6am – 2:00pm	Must include at least one female guard
02	8 hrs afternoon shift	01 unarmed Shift Supervisor	05 unarmed national guards	2:00pm – 2100hrs	Must include at least one female guard
03	8 hrs night shift	01 unarmed Shift Supervisor	03 unarmed national guards	2100hrs-0600hrs	

04	Compound cleaners (day only)		02 cleaners	6:00am to 2:00pm	
----	------------------------------	--	-------------	------------------	--

- 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 0600 hrs to 1400hrs
 - Afternoon: from 1400hrs to 2100hrs
 - Night: from 2100 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.

SCOPE OF THE SERVICES

This TOR defines the roles of the service provider on the “Provision of security & guarding services **in IOM compound located in Hargeisa**” (the “Project”). The activities under this TOR shall start up on 1st June 2022 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 service may be extended by IOM as and when required.

APPENDIX 1

Static Protection of IOM Personnel, Premises and Property by PSC 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

2. 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.
3. 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
4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. When ordered by the senior security professional the guard will not allow unescorted visitors into or within the IOM premises.
 9. 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.
 10. Monitor CCTV system installed in the premises and advise of any suspicious events.
 11. Operate baggage scanner and other screening equipment such as handheld detector, walk through metal detector, vehicle undercarriage inspection mirrors.
 12. The security guard must be familiar with and enforce all IOM/UN Security SOP's for the post.

Armed response

13. Protect IOM/UN personnel, premises and property within the designated area in accordance by properly securing compound and guiding personnel and visitors in the response to armed attack. , in accordance with the requirements of this SoW.

14. Cooperate properly with armed local Special police providing outer cordon Protection who will repel any attack on IOM/UN personnel, premises and property within the designated area for at least 60 minutes.
15. Closely liaise and coordinate with IOM/UN security on where, when and how Host Nation Security Forces in support of the IOM/UN will enter and takeover the battle space.

APPENDIX 2

UNARMED GUARD SUPERVISOR National Qualifications

1. In addition to the basic skills of a guard, supervisors are to have had training and be qualified and practiced in:
 - Leadership and management skills;
 - Command, control and communication skills;
 - Minor infantry tactics in urban and rural warfare;
 - Writing and issuing operational orders;
 - Preparation and submission of daily incident reports;
 - Supervising small teams of national security personnel;
 - Locating defensive positions, identifying weapon interlocking arcs of fire and engagement areas,
 - Supervising security measures and practices in base camp environments;
 - Undertaking formal training and general instructions;
 -
 - A good command of English

Duties

2. Under the direct supervision of the senior most IOM security professional the Guard Supervisors perform the following duties:
 - Exercise command and control of all guards.
 - Plan static security tasks and implement these plans.
 - Manage and maintain the duty roster to ensure complete coverage at all times;
 - Ensure full knowledge of all existing security SOP's and Guidelines.
 - Rehearse guards regularly on security response to all attack modalities.
 - Exercise and demonstrate sound leadership and initiative at all times.
 - To function effectively under pressure to counter threats, including hostile elements.
 - Liaison with other security entities including host government security providers assigned externally to protect the IOM premise.
 - Conduct limited training, drills, and revision as required.
 - Make evaluations on mission tasks and recommend changes and improvements to drills, plans and skill sets.

- To submit incident reports when required to the senior IOM security professional.
- Perform other related security duties as designated by the senior IOM security professional.

Section VI – Contract for Security Services (Performa Template – Only for information)

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
[insert location(s)]

The Parties to this Agreement are the **International Organization for Migration**, an organization part of the United Nations System, 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**.”

1. Introduction and Integral Documents

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.

The following documents form an integral part of this Agreement: [add or delete as required]

- | | | |
|-----|----------------|--|
| (a) | Annex A | Bid/Quotation Form |
| (b) | Annex B | Price Schedule |
| (c) | Annex C | Delivery Schedule and Terms of Reference |
| (d) | Annex D | Accepted Notice of Award (NOA) |
| (e) | Annex E | IOM's Data Protection Principles |
| (f) | Annex F | [add or delete as required] |

2. Services Supplied

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

[Add/delete applicable Services as outlined below. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a more detailed

description of the Services as an Annex. In that case, please ensure to include reference to the Annex in Art. 1.2 and label accordingly]

- (a) Provide armed/unarmed [delete inapplicable option] security guards for the IOM offices/warehouse/accommodation [adapt as needed] (“IOM Premises”) as outlined by Article 3.2 who shall perform the following tasks:
[add/delete from (i)-(iv) as needed and ensure subsequent enumeration is correct]
- (i) 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;
 - (ii) Ensure that all visitors and staff vacate the building after office hours;
 - (iii) Perform regular security check on all doors, windows, gates, CCTV and other relevant security installations, especially when no IOM personnel is present;
 - (iv) Log and report all incidents relating to security. The guards shall maintain accurate log books to record each of the following:
 - i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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
 - v. any security incidents, including a detailed report on the incident, including the names of the persons involved.
 - (v) 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;
 - (vi) 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;

- (vii) Get acquainted with the IOM staff working at the Premises immediately and other people shall be regarded as customers and visitors;
 - (viii) Act professionally and in a formal and respectful way with the staff, customers and visitors;
 - (ix) Wear appropriate identification badges;
 - (x) 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;
 - (xi) 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.
- (b) 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;
- (c) Provide health insurance scheme for the security guards;
- (d) 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;
- (e) Employs 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;

- (f) Assign to IOM security guards who can communicate effectively in English and XXXX;
- (g) 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
- (h) Maintain a proper organizational structure and exercise thorough supervision;
- (i) Maintain an established procedure for disciplinary measures;
- (j) Render 24/7 security service to the IOM Premises and its property and bears responsibility or liability through proper public liability insurance; and
- (k) Ensure the safety and security of the IOM Premises, IOM personnel and staff, and all IOM assets within the IOM Premises.

2.2 The Service Provider agrees to provide the following personnel for the provision of Services: [adapt table below as needed, content is example only]

S/No	Guard Shift	Number of guards	Shift hours	Remarks
01	8 hrs Day Shift	06 unarmed national guards	6am – 2:00pm	Must include at least one female guard
02	8 hrs afternoon shift	06 unarmed national guards	2:00pm – 9:00pm	Must include at least one female guard
03	8 hrs night shift	04 unarmed national guards		Must include at least one Female guard
04	Compound cleaners (day only)	02 cleaners	6:00am to 2:00pm	Cleaners must be females

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

2.4 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)]

2.5 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.

3. Charges and Payments

- 3.1 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.
- 3.2 The Service Provider shall invoice IOM [monthly/bimonthly/...] 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)]
- 3.3 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:

- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 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.

4. Warranties

- 4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times.

- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2, or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the 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 bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 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.

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.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 20 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior

written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and 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]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6~~ter~~ of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization

15. Guarantee and Indemnities

- 15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

- 15.2 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.
- 15.3 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:
- (a) 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;
 - (b) 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;
 - (c) Where such loss is of pocketable items, such as, but not limited to, jewellery 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.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.3 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

21. Special Provisions (Optional)

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

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

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

Signature

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider/ Consulting Firm]* (hereinafter called “the Service Provider/ Consulting Firm”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider/ Consulting Firm, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider/ Consulting Firm, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider/ Consulting Firm, 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 remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider/ Consulting Firm.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____