

REQUEST FOR PROPOSAL (RFP)

IOM Washington DC New Office Furniture, Electrical and Networking Services

RFP Reference No: **IOM-WAS-RFP/2024- 0001**

Country: **United States**

Date: 12 April 2024

SECTION 1: LETTER OF INVITATION

IOM's Office in Washington DC., hereinafter referred to as **IOM.** hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

- Form A: Proposal Confirmation
- Form B: Checklist
- Form C: Technical Proposal Submission
- Form D: Proposer Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Format for Technical Proposal
- Form H: Format for CV of proposed key personnel
- Form I: Statement of Exclusivity and Availability
- Form J: Financial Proposal Submission
- Form K: Format for Financial Proposal

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Please acknowledge receipt of this RFP completing and returning the attached Form A: Proposal Confirmation by email to wasprocurement@iom.int no later than **23/04/2024**, indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
1. Scope	<p>Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.</p> <p>Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM.</p>
2. Interpretation of the RFP	<p>Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any proposer as a result of this RFP.</p>
3. Supplier Code of Conduct	<p>All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.ungm.org/Public/CodeOfConduct.</p>
4. Eligible proposers	<p>Proposers shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM. to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> ● is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; ● is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; ● is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals. ● Other sanctions lists, if applicable, as per the discretion of the IOM.
5. Proprietary information	<p>The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm.</p>
6. Publicity	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>
SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	<p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the</p>

	<p>manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
8. Amendment of solicitation documents	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	<p>The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
10. Language	<p>The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.</p>
11. Documents establishing eligibility and qualifications of the proposer	<p>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.</p>
12. Technical proposal format and content	<p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
14. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> ● IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. ● In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.

<p>15. Duties and taxes</p>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p>
<p>16. Proposal validity period</p>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<p>17. Proposal security</p>	<p>Not Applicable</p>
<p>18. Joint Venture, Consortium or Association</p>	<p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> ● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and ● if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM..</p>

	<p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>19. Only one proposal</p>	<p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director, or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this RFP; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process; • they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
<p>20. Alternative proposals</p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
<p>21. Pre-proposal conference</p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p>

	<p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM. in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP.</p>
<p>22. Site inspection</p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.</p> <p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM. in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<p>23. Errors or omissions</p>	<p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>24. Proposers responsibility to inform themselves</p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> ● examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;

	<ul style="list-style-type: none"> ● review the RFP to ensure that they have a complete copy of all documents; ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; ● verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with IOM., its employees or agents; ● attend any pre-proposal conference if it is mandatory under this RFP; ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and ● form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.</p>
<p>25. No material change(s) in circumstances</p>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● a change affecting any declaration, accreditation, license or approval; ● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; ● a change to any information on which IOM may rely in assessing proposals.
<p>SUBMISSION AND OPENING OF PROPOSALS</p>	
<p>26. Instruction for proposal submission</p>	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p>
<p>27. Deadline for proposal submission</p>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>

<p>28. Withdrawal, substitution modification proposals</p> <p style="text-align: center;">and of</p>	<p>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM’s cost.</p>
<p>29. Storage of proposals</p>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p>
<p>30. Proposal opening</p>	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>The proposers’ names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers’ names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<p>31. Late proposals</p>	<p>Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.</p>
<p>EVALUATION OF PROPOSALS</p>	
<p>32. Confidentiality</p>	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM’s decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>

<p>33. Evaluation of proposals</p>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals.
<p>34. Preliminary examination</p>	<p>IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.</p>
<p>35. Evaluation of eligibility and qualification</p>	<p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).</p>
<p>36. Evaluation of technical and financial proposals</p>	<p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">Combined Score = (TP Rating) x (Weight of TP, e.g. 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p> </div>
<p>37. Post-qualification</p>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to</p>

	<p>its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>38. Clarification proposals</p>	<p>of</p> <p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers’ responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<p>39. Responsiveness proposal</p>	<p>of</p> <p>IOM’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.</p>
<p>40. Nonconformities, reparable errors and omission</p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit</p>

	<p>the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
<p>41. Right to accept any proposal and to reject any or all proposals</p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>
<p>AWARD OF CONTRACT</p>	
<p>42. Award criteria</p>	<p>Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.</p>
<p>43. Right to vary requirement at time of award</p>	<p>At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.</p>
<p>44. Notification of award</p>	<p>Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.</p>
<p>45. Debriefing</p>	<p>In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer's submission shall not be discussed.</p>
<p>46. Performance security</p>	<p>Not Applicable.</p>
<p>47. Bank guarantee for advance payment</p>	<p>Not Applicable.</p>
<p>48. Liquidated Damages</p>	<p>If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM. resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve</p>

	the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
49. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int

SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is IOM-WAS-RFP/2024-0001.</p> <p>The services include the supply of IOM Washington DC New Office Furniture, Electrical and Networking Services. in Section 5 of this RFP.</p>
4.	Eligible proposers	Open to all local and international bidders with valid business registration in the United States are eligible to participate in this bidding process.
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Thomas Truong.</p> <p>Address: 1625 Massachusetts Avenue NW, Suite 500, Washington, DC 20036.</p> <p>E-mail address: ttruong@iom.int.</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).</p>
		<p>Deadline for submitting requests for clarifications / questions:</p> <p>23-Apr-24.</p> <p>Time: 5:00 pm.</p> <p>Time zone: Eastern Time (EST).</p>
		<p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p> <p>Direct communication to prospective proposers by posting on the IOM, UNGM websites</p>
10.	Language	All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in English
	Partial proposals	<p>Submitting proposals for parts or sub-parts of the TOR is:</p> <p>Not allowed</p>
14.	Currencies	Prices shall be quoted in USD.
15.	Duties and taxes	<p>All prices shall:</p> <p>Be exclusive of VAT and other applicable indirect taxes.</p>
16.	Proposal validity period	120 days
17.	Proposal security	Not Applicable

20.	Alternative proposals	Shall not be considered.
21.	Pre-proposal conference	<p>Will be conducted</p> <p>Provide details below if “Will be conducted” is selected, otherwise delete the below</p> <p>Time and time zone: 10:30 am, Eastern Time (EST).</p> <p>Date : 23-Apr-24</p> <p>Venue : Online, link below:</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGQ5NDNIOWYtNWNmMi00ZGMylWFjZjUtYzA0NzlmOTk5Ymlw%40thread.v2/0?context=%7b%22id%22%3a%221588262d-23fb-43b4-bd6e-bce49c8e6186%22%2c%22oid%22%3a%22ad68b8d8-02f2-4438-8ce1-1b342b754a82%22%7d</p> <p>The pre-proposal conference is:</p> <p><input type="checkbox"/> mandatory</p> <p><input checked="" type="checkbox"/> not mandatory</p>
22.	Site inspection	A site inspection will not be held.
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY E-TENDERING:</p> <p>C Bid submission address: wasprocurement@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <p>SUBMISSION BY EMAIL:</p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: IOM-WAS-RFP/2024- 0001 _Vendor Name_ Technical proposal.</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: IOM-WAS-RFP/2024- 0001 _Vendor Name_ Financial proposal.</p> <p>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</p> <p>Proposal submission address: wasprocurement@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC or BCC).</p> <ul style="list-style-type: none"> ▪File Format: PDF ▪File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪All files must be free of viruses and not corrupted. ▪Max. File Size per transmission: 10MB per file.

		<ul style="list-style-type: none"> ▪Mandatory subject of email: IOM-WAS-RFP/2024- 0001 _Vendor Name_Technical or Financial proposal. ▪If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. ▪Documents which are required in original should be sent to the below address with a PDF copy submitted as part of the electronic submission 1625 Massachusetts Avenue NW, Suite 500, Washington, DC 20036 ▪It is recommended that the entire Proposal be consolidated into as few attachments as possible. ▪The proposer should receive an email acknowledging email receipt.
27.	Deadline for proposal submission	<p>Date: 07-May-24</p> <p>Time: 12:00 pm.</p> <p>Time zone: Eastern Time (EST).</p>
30.	Proposal Opening	X Public proposal opening will not be held.
36.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p><input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)</p> <p>X Combined scoring method using a distribution of 60%-40%. Technical proposal - financial proposal</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of 55% of maximum points.</p>
43.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 25%</p> <p>The maximum percentage by which quantities may be decreased is 25%</p>
	Contract award to one or more proposer	<p>IOM will award a contract to:</p> <p>One or more Bidders, depending on meeting requirements.</p>
	Type of contract to be awarded	<p>AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS</p> <p>See Section 6: for sample contract.</p>
	Expected date for commencement of contract	03-Jun-24
	Conditions of contract to apply	See Section 6.
47.	Performance Security	Not required
48.	Advance payment	Not allowed

49.	Liquidated damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per week of delay:0.07% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.</p>
	Other information related to the RFP	<p><i>Open to all (Local and/or International) companies with valid business registration in the United States are eligible to submit a proposal</i></p>

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

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

Criteria	Documents to establish compliance
Completeness of the Proposal	All documents requested in Section 2: Instruction to Proposers have been provided and are complete.
Proposer accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Technical Proposal Submission
Proposal Validity	Form C

Minimum Eligibility and Qualification Criteria

Minimum eligibility and qualification criteria will be evaluated on a Pass/Fail basis.

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

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form D: Proposer Information
Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Proposer Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Technical Proposal Submission

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification
Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form F: Eligibility and Qualification
Previous Experience:	
Minimum 2 years of relevant experience.	Form F: Eligibility and Qualification
Minimum 2 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification
Turnover: Proposers should have annual sales turnover of minimum \$100,000 for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification

Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Proposer's qualification, capacity and experience	30
2.	Proposed methodology, approach and implementation plan	55
3.	Management structure and key personnel	15
	Total	100

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	Reputation of organisation and staff credibility / reliability / industry standing	5
1.2	General organisational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted.	9
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region / country	7
1.4	Quality assurance procedures and risk mitigation measures	6
1.5	Organisation Commitment to Sustainability <ul style="list-style-type: none"> • Organisation is compliant with ISO 14001 or ISO 14064 or equivalent – 1 point • Organisation is a member of the UN Global Compact – 1 point • Organisation demonstrates significant commitment to sustainability through some other means (for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues) – 1 point 	3
Total Section 1		30

Section 2. Proposed methodology approach and implementation plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	8
2.2	Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	10
2.3	Company's ability to meet move-in deadline	10
2.4	Details on how the different service elements shall be organised, controlled and delivered	7
2.5	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	5
2.6	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	7
2.7	Company's price competitiveness and overall value for the quality provided	3
2.8	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	5
Total Section 2		55

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		6
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader		5
	<ul style="list-style-type: none"> • General experience 	3	
	<ul style="list-style-type: none"> • Specific experience relevant to the assignment 	2	
3.2 b	Senior Expert		2
	<ul style="list-style-type: none"> • General experience 	1	
	<ul style="list-style-type: none"> • Specific experience relevant to the assignment 	1	
3.2 c	Junior Expert		2
	<ul style="list-style-type: none"> • General experience 	1	
	<ul style="list-style-type: none"> • Specific experience relevant to the assignment 	1	
Total Section 3			15

SECTION 5: TERMS OF REFERENCE

OFFICE FURNITURE, ELECTRICAL AND NETWORKING SERVICES

TERMS OF REFERENCE

1.0 Background:

Established in 1951, the International Organization for Migration (IOM) is the leading intergovernmental organization in the field of migration. IOM is part of the United Nations System and works closely with governmental, intergovernmental and non-governmental partners. With 175 member states, a further 8 states holding observer status and offices in 171 countries, IOM is dedicated to promoting humane and orderly migration for the benefit of all. It does so by providing services and advice to governments and migrants.

Based in Washington, DC, the IOM Country Office with Resource Mobilization Functions in the United States will be moving offices on October 1, 2024 to reduce its office footprint and needs to source furniture for the new space. IOM has worked with an architect and design firm to develop the space and identify the furniture required for the space.

2.0 Objectives:

IOM wishes to enter into a one-time agreement with an experienced furniture vendor company to support the build out of IOM's new office in Washington, DC. IOM is soliciting quotations from furniture vendors with the relevant experience and qualifications to source the materials outlined in Annex I below. Section 5.0 outlines the goods IOM will be reusing from the current office.

3.0 Contract Duration:

The agreement will commence upon signature and conclude upon receipt of the goods, on or before October 1, 2024.

4.0 Scope of Services:

4.1 Selection

- IOM will conduct a thorough analysis of vendors based on criteria such as experience, reputation, price, portfolio, and alignment with project needs.

4.2 Sourcing and Ordering

- IOM will collaborate with vendor to finalize furniture selections based on project requirements as outlined in Annex 1 and design preferences.
 - Vendor will include estimate of data network and electrical cable management pass-through requirements based on the goods outlined in this TOR.
 - Vendor will include estimate of planters based on depiction in Test Fits, Annex 2.
 - Note these items will not be evaluated as part of the scoring and will be in addition to the budget outlined for furniture.
- Facilitate the ordering process, including negotiating pricing, finalizing contracts, and ensuring compliance with procurement policies.
- Coordinate with vendors to track order status, manage lead times, and handle any necessary modifications or adjustments.

4.3 Delivery

- Vendor should arrange delivery of new office furniture as well as moving of goods from current office to new office location.

4.4 Vendor Responsibilities

4.4.1 Qualifications

- Provide evidence of qualifications, certifications, and relevant experience in sourcing office furniture.

4.4.2 Quality Assurance

- Implement quality assurance measures to ensure that all furniture meets industry standards and client expectations.

4.4.3 Timeline and Deadlines

- Develop a comprehensive timeline and adhere to agreed-upon deadlines for delivery, installation, and completion. The office move will take place October 1, 2024.

4.4.4 Communication

- Maintain open lines of communication throughout the project, providing regular updates and promptly addressing any concerns or issues.

4.5 Client Responsibilities

4.5.1 Information Sharing

- Furnish vendor with necessary information such as floor plans, space requirements, and design preferences.

4.5.2 Feedback and Approval

- Review proposals and provide timely feedback and approvals to facilitate decision-making. Collaborate with vendors to resolve any design discrepancies or modifications as needed.

4.6 Budget and Cost Control

4.6.1 Budget Detail

- Provide detailed budget breakdown for furniture procurement, delivery, and installation, ensuring materials are of “Grade A” quality.

4.6.2 Cost Tracking


- Monitor expenses closely and implement cost-tracking mechanisms to ensure adherence to budget.








4.7 Reporting and Documentation

- Maintain comprehensive documentation of all communications, contracts, and agreements related to furniture procurement.
- Generate regular progress reports to track order and delivery statuses.
- Compile final documentation upon project completion, including warranties, maintenance instructions, and inventory lists.

5.0 Technical Specifications

IOM will be reusing some materials and specifications and quantities of these materials are noted below. The new materials should match the reused materials as appropriate.

Item	Quantity
<p data-bbox="408 1787 628 1816">Conference Chairs</p> 	<p data-bbox="1102 1787 1137 1816">27</p>

<p>Desk and Workbench Chairs</p> 	<p>72</p>
<p>Small circular tables along windows</p> 	<p>6</p>
<p>Club chairs along windows</p> 	<p>14</p>
<p>Task Chairs</p> 	<p>46</p>
<p>Desks</p> 	<p>30 to be used in private offices (with the exception of Office 3 on 8th floor and Office 7 on 9th floor), meeting pods, PDA management.</p>
<p>Nesting Chair</p> 	<p>14 (for use in 8th floor conference room)</p>
<p>Mobile Pedestal with Cushion</p> 	<p>43</p>

5.1 QUALIFICATION, CAPACITY AND EXPERIENCE

5.1.1 Proposer's qualification, capacity, and experience (Total 30 Points)

- Reputation of organization and staff credibility/reliability/industry standing (5 points)
- General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extend to which any work would be subcontracted (9 points)
- Relevance of specialized knowledge and experience on similar engagements done in the area (7 points)
- Quality assurance procedures and risk mitigation measures (6 points)
- Organization commitment to sustainability
 - Organization is compliant with ISO 14001 or ISO 14064 or equivalent (1 point)
 - Organization is a member of the UN Global Compact (1 point)
 - Organization demonstrates significant commitment to sustainability through some other means (for example, internal company policy documents on women empowerment, renewable energies, or membership of trade institutions promoting such issues (1 point)

5.1.2 Proposed methodology approach and implementation plan (Total 55 Points)

- Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? (8 points)
- Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference (10 points)
- Company's ability to meet move-in deadline (10 points)
- Details on how the different service elements shall be organized, controlled, and delivered (7 points)
- Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement (5 points)
- Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic (7 points)
- Company's price competitiveness and overall value for the quality provided (3 points)
- Demonstration of ability to plan, integrate, and effectively implement sustainability measures in the execution of the contract (5 points)

5.3 Management Structure and Key Personnel (15 points)

- Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? (6 points)
- Qualifications of key personnel proposed
 - Team leader
 - General experience (3 point)
 - Specific experience relevant to the assignment (2 points)
 - Senior Expert
 - General experience (1 point)
 - Specific experience relevant to the assignment (1 points)
 - Junior Expert
 - General experience (1 point)
 - Specific experience relevant to the assignment (1 points)

5.1.3 Price Competitiveness

- Overall value for the quality provided

6.0 Award Criteria:

IOM will issue the agreement to the lowest-priced, highest-quality, experienced and technically qualified bidders. This agreement is considered non-exclusive.

IOM reserves the right to accept or reject any quotation, to annul the solicitation process, and reject all quotations at any time before the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to provide information as to the grounds for IOM's action.

7.0 Entitlement and Benefit

The service provider will be paid as agreed and stated in the contract document.

It is the responsibility of the service provider, not IOM, to provide to its employees all benefits applicable, such as insurance, leave, worker's compensation, etc. The service provider shall always assume such full responsibility for its employees as injury, bodily dismemberment, or death during the performance of the duties and shall keep IOM free or harmless of any such occurrence.

8.0 Payment Terms and Conditions

The service provider shall invoice IOM upon completion of all the services rendered. The fee shall become due 30 days after IOM's receipt and approval of the invoice. Payment shall be made in USD by ACH/Bank Transfer.

IOM shall make the payment after reconciling and verifying the invoice. IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the service until the service provider has completed to the satisfaction of IOM the services to which those payments relate.

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.

It should further be understood that IOM is a tax-exempt organization. IOM does not take any responsibility for the payment of any kind of tax or other liabilities that are likely to result due to this service provision.

9.0 Termination

The contract can be terminated by giving a one-month advance notice by either party in writing and acceptance of the same by the other party. However, the contract will render the automatic premature termination in case of breach of terms and conditions mentioned in the terms of reference and the contract document.

ANNEX 1

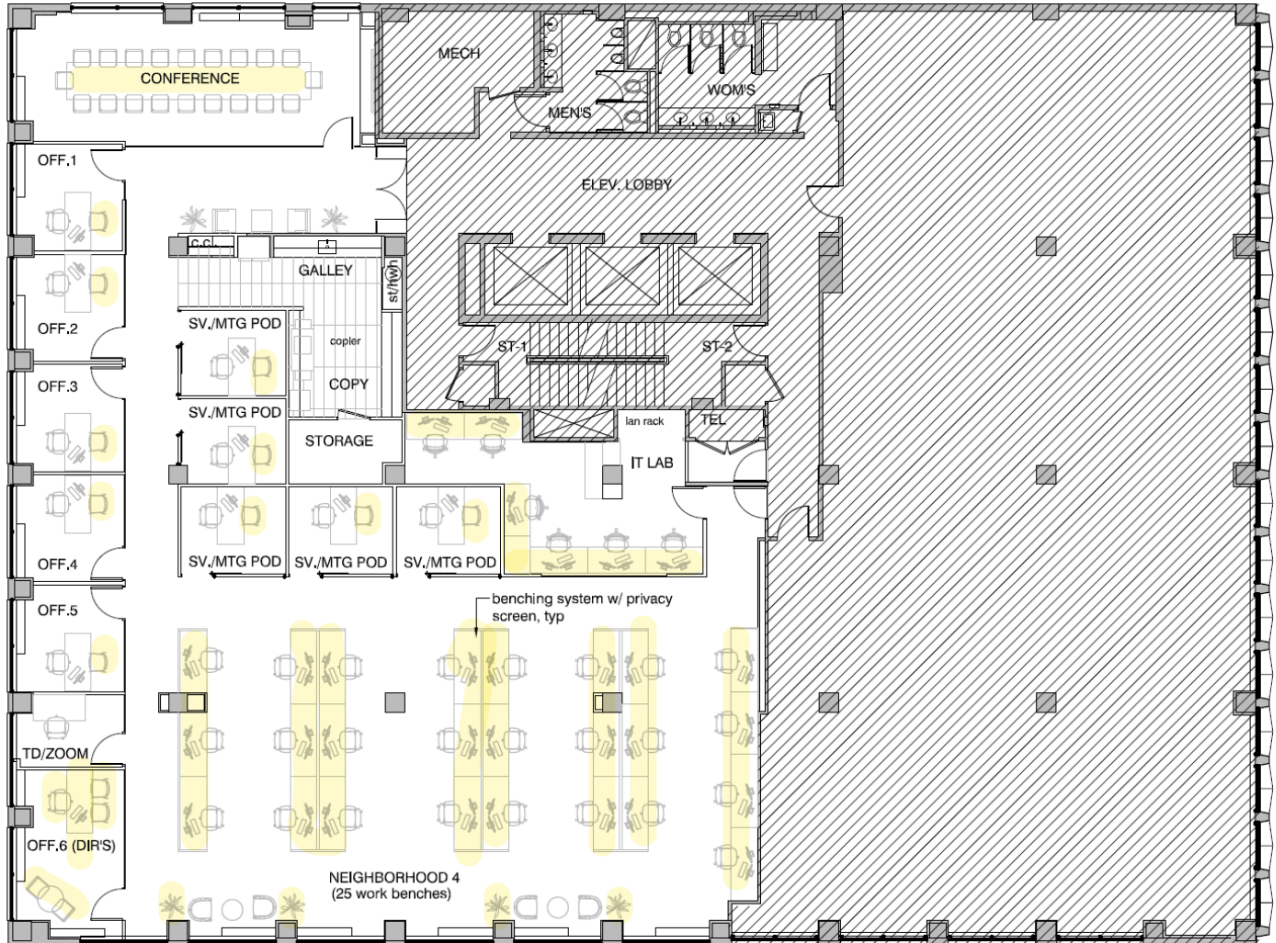
FURNITURE REQUIRED AND DIMENSIONS

Item	Description	Quantity
Conference Table	30d x 60 w x 29 h	4
Conference Table	30d x 72w x 29h	2
Nesting Chairs	Black	50
Lateral File	5 Drawer, 36"	3
Lateral File	5 Drawer, 42"	4
Mobile Pedestal	Silver with Black Cushion	118
Pantry Chair	Armless, Counter height	14
Pantry Table	Round, 30d x29h	3
L-shape Adjustable Desks	30d x 72 x x 29h 20d x 36w x 29h	2 desks
Reception Coffee Table		2
Lounge Chairs for Reception		2
Sofa for Reception	2-Seater	1
Counter Stools	Backless	3
Power workstations	30x72	28
Power workstations	30x84	51
Power workstations	30x60	3
Screen dividers for workstations,	3-sides 28h	78
Conference table(s)	Totaling 42d x 252w	1
Task Chairs	Black	25

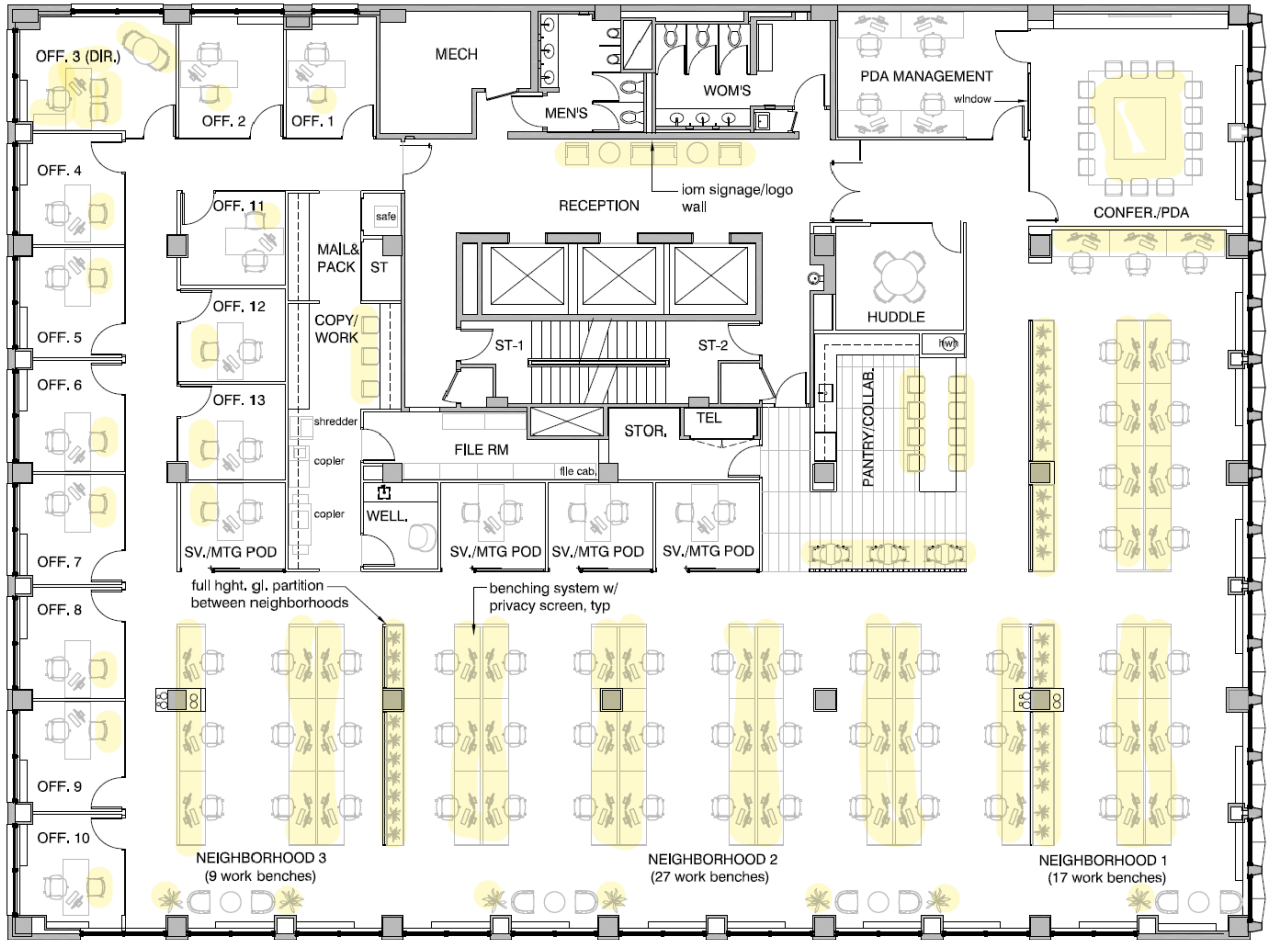
ANNEX 2

TEST FITS WITH FURNITURE NEEDS HIGHLIGHTED

Floor A



Floor B



SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS
between the
International Organization for Migration
and
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], of [insert address], represented by [insert Name, Director, CoM, HoO] (hereinafter referred to as “**IOM**”) and **[Name of the Supplier]**, of [insert address], represented by [insert Name, Title of the representative of the Supplier] (hereinafter referred to as the the “**Supplier**”) on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. Introduction and Integral Documents

- 1.1 The Supplier agrees to provide IOM with [insert description of goods] (the “**Goods**”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: *[add or delete as required]*
 - (a) **Annex A** - Technical Specifications and Delivery Schedule; **Annex B** - Price Schedule;
 - (b) **Annex C** - Advance Payment Bank Guarantee Template;
 - (c) **Annex D** - Performance Security Template;
 - (d) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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

2. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

- 2.2 The Supplier agrees to supply the following incidental services (the “**Services**”): *[add or delete as required]*
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

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

3. Charges and Payment

- 3.1 The total price for the supply and delivery of the Goods and any Services under this Agreement is *[currency code] [amount in figures] ([amount in words, including currency])* (the “**Price**”).
- 3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and after receipt and approval by IOM of the bank guarantee and/or the performance security if applicable as per Article 5 of this Agreement. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice will be accompanied by the following documents: *air way bill number, shipping invoice, packing list, certificate of origin [add or delete as required]*
- 3.4 Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

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

- 3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.
- 3.6 The Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.

- 3.7 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Price until the Supplier has completed to the satisfaction of IOM the delivery of the Goods and the Services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide any Goods or Services within the Delivery Schedule annexed, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in this Agreement or otherwise as are customarily utilized in the trade, IOM reserves the right to:
- (a) Terminate or suspend this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge liquidated damages equal to 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier. IOM shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.

Acceptance of goods delivered late shall not be deemed a waiver of IOM's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with this Agreement.

5. Advance Payment Bank Guarantee and Performance Security

5.1 Advance Payment Bank Guarantee (IF APPLICABLE)

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

5.2 Performance Security (IF APPLICABLE)

- 5.2.1 The Supplier shall provide IOM with a performance security (the "Performance Security") in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2.2 The Performance Security shall serve as the guarantee for the Supplier's faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier's liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until [insert a date 30 days from the completion of Supplier's obligations] following which it will be released by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after receipt of the Goods to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery. At the request of IOM, the Supplier will replace some or all rejected Goods at the Supplier's cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier's account), or hold rejected Goods for disposition at Supplier's risk and expense.
- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance of the Goods and Services by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when the Goods are delivered and accepted by IOM. The Supplier shall bear the risk of loss, damage, or destruction of the Goods in accordance with the Incoterm[®] (2020) provided. In case no Incoterm[®] (2020) is provided in the ordering document, the risks mentioned in the preceding sentence shall pass at the same time the title to the Goods passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 9.2 The Supplier warrants that all Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement. All Goods and Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under any warranty contained in Article 9.1 or 9.2 of this Agreement. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM. IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.4 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods 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, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
 - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
 - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during

the term of this Agreement, the Supplier shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;

- (h) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
- (i) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (j) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier 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 hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration;
- (k) 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 Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (l) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (m) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Supplier determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

9.5 The Supplier 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 Supplier shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract 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;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;

- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

9.5 The Supplier further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the "SG Bulletin"),¹ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,² by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Supplier to perform activities under this Agreement ("Associated Personnel");
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, its employees or its Associated Personnel, of any provision contained in Articles 9.4, 9.5, or 9.6 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 Supplier all losses suffered by IOM in connection with such breach.

¹ Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

² UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unscceb.org\)](#)

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

10. Assignment and Subcontracting

10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.

10.2 Notwithstanding a written approval from IOM, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Supplier 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 Supplier remains liable as a primary obligor there under and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

11. Force Majeure

11.1 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.

11.2 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.

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

12. Independent Contractor

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

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Services under this Agreement. The Supplier shall make all such records available to IOM or its 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 Supplier shall be available for interview.

14. Confidentiality

14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier shall not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

14.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name of the Supplier, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]
Address: [IOM's address]
Email: [IOM's email address]

[Full name of the Supplier]

Attn: [Name and title/position of Supplier's contact person]
Address: [Supplier's address]
Email: [Supplier's email address]

16. Dispute Resolution

16.1 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.

16.2 In the event that the dispute, controversy or claim is not resolved by negotiation within 3 (three) months of receipt of the notice from one Party of the existence of such dispute, controversy or

claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

- 16.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 16.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 16.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
- 16.6 This Article survives the expiration or termination of the present Agreement.

17. Use of IOM Name, Abbreviation and Emblem

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

18. 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 IOM.

19. Indemnity and Insurance

- 19.1 The Supplier 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 Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.
- 19.2 This indemnity shall survive the expiration or termination of this Agreement.
- 19.3 The Supplier shall ensure that goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage until the delivery point. Further insurance requirements may be specified in the Technical Specifications.

20. 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.

21. Termination and Re-Procurement

- 21.1 IOM may terminate or suspend this Agreement, in whole or in part, with immediate effect, by providing written notice to the Supplier, 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 30 (thirty) day's written notice without having to provide any justification.
- 21.2 In the event of termination of this Agreement, IOM will only pay for the Goods provided and the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Supplier shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 21.3 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.
- 21.4 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.5 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 Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of this Agreement.

22. 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.

23. Entire Agreement

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

24. Final Clauses

- 24.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.
- 24.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

25. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Supplier shall agree and accept the following provisions:

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

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

For and on behalf of
The International Organization for Migration

For and on behalf of
[Name of Supplier]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

SECTION 7: PROPOSAL FORMS

Form A: Proposal Confirmation

Form B: Checklist

Form C: Technical Proposal Submission

Form D: Proposer Information

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification

Form G: Format for Technical Proposal

Form H: Format for CV of proposed key personnel

Form I: Statement of Exclusivity and Availability

Form J: Financial Proposal Submission

Form K: Format for Financial Proposal

FORM A: PROPOSAL CONFIRMATION

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

To: Insert name of contact person **Email:** Insert contact person's email - do not enter secure proposal email address
From: Insert name of proposer
Subject: RFP reference [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a proposal.
<input type="checkbox"/>	NO . We are unable to submit a competitive proposal for the requested services at the moment

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

Check applicable	Description
<input type="checkbox"/>	The requested services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive proposal for the requested services at the moment
<input type="checkbox"/>	The requested services are not available at the moment
<input type="checkbox"/>	We cannot meet the requested terms of reference
<input type="checkbox"/>	The information provided for proposal purposes is insufficient
<input type="checkbox"/>	Your RFP is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a proposal
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your requirement is too small
<input type="checkbox"/>	Our capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	The person handling proposals is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future RFPs for this type of services
<input type="checkbox"/>	We don't want to receive RFPs for this type of services

Questions to the Supplier concerning the reasons for no proposal should be addressed to [Click or tap here to enter text.](#) phone [Click or tap here to enter number.](#), email [Click or tap here to enter text.](#)

FORM B: CHECKLIST

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

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

Technical Proposal:

Have you duly completed all the Returnable Proposal Forms?	
▪ Form C: Technical Proposal Submission	<input type="checkbox"/>
▪ Form D: Proposer information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Proposal	<input type="checkbox"/>
▪ Form H: CVs of proposed key personnel	
▪ Form I: Statements of exclusivity and availability for key personnel	
▪ Form L: Proposal Security	
▪ [Add other forms as necessary]	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Proposer Information?	<input type="checkbox"/>

Financial Proposal:

▪ Form J: Financial Proposal Submission	<input type="checkbox"/>
▪ Form K: Financial Proposal	

FORM C: TECHNICAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the services required for [Click or tap here to enter text.](#) in accordance with your Request for Proposals No. [Click or tap here to enter text.](#). We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

BIDDER'S DECLARATION OF CONFORMITY³

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

³ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.unhcr.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

FORM D: PROPOSER INFORMATION:



VENDOR INFORMATION SHEET

Registered Vendor Name*: _____ **Vendor No.** _____
Internal to IOM

Other Names/Acronyms _____

Address*

House No _____
 Street Name _____
 ZIP/Postal Code* _____
 City* _____
 Region* _____
 Country* _____

Contact Information

Company Tel/Mobile: _____ **Contact Person:** _____
 Company Email: _____ **Contact Person Position:** _____
 Company Website: _____

Industry Category*:

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

Business Type*:

Direct Producer/Manufacturing
 Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* Yes No

Disability-inclusive* Yes Not applicable

Women-owned/controlled*

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

Environmental Statement* Yes No
Environmental or Energy Management System* Yes No

Notes
 All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. zipcode).
 Vendor Name - should match IDs or registration documents.
 If there is insufficient space, please use the Other Information section

Product Categories (check all applicable)*

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

UNGM No. _____ <https://www.ungm.org/UNUser/home>
UN Partner Portal Reference _____ <https://www.ungpartnerportal.org>
Registration Date* _____
VAT Number _____ **Country of Operations (dd-mmm-yyyy)** _____

Licensing Auth./Type _____ **License No.:** _____ **Reg. Date:** _____ **Expiry Date:** _____
For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. *Format: Account Number-Name*)

Same entity registered in another office _____
 Parent company _____
 Subsidiaries/Branches _____

Other Information:

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____
 Justification for Non-Bank Payment Method** _____

Notes
 Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
 Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____
 Bldg and Street _____
 City _____
 Postal Code _____
 Country _____
 Bank Account Name _____
 Bank Keys _____
 Account Currency _____
 Bank Account No. _____

*Depending on the country

Swift Code/BIC (accounts outside U.S.A.) _____
 IBAN Number (mandatory for banks in Europe) _____
 Clearing No. (CHF accounts in Switzerland) _____
 ABA No. for ACH (USD accounts in U.S.A.) _____
 Bank Branch Code _____

Notes
 If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

 Printed Name

 Position/Title

 Signature

 Date

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

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

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

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

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

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

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

Name _____ of _____ partner: Name _____ of _____ partner:
 Signature: _____ Signature: _____
 Date: _____ Date: _____

Name _____ of _____ partner: Name _____ of _____ partner:
 Signature: _____ Signature: _____

Date: _____

Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

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

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 5 years.

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

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

--	--	--	--	--

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

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

Financial Standing

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

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

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

- a) Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

[Note to Procurement Staff: Please ensure that the information below is adapted in accordance with the technical evaluation criteria included in Section 4. The below sections correspond to the sample criteria included in this template RFP in Section 4.]

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

The proposer’s proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Section 1: Proposer’s qualification, capacity and expertise

- 1.1 Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialised knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization’s commitment to sustainability.

Section 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.
- 2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.
- 2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

2-5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.5 Implementation plan including a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

Section 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 For each of the key personnel provide: the CV using the format in Form H and the statement of exclusivity and availability using the format in Form I.

FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

Position (as per ToR)			
Personnel Information	Name:		
	Nationality:	Date of birth:	
	Language Proficiency:		
Present Employment	Name of employer:	Contact: (manager or HR)	
	Address of employer:		
	Telephone:	Email:	
	Job title:	Years with present employer:	
Education / Qualifications	<i>Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.</i>		
Professional Certifications	<i>Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.</i>		
References:	<i>Provide names, addresses, phone and email contact information for two (2) references.</i>		

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer [Click or tap here to enter text.](#) in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

From	To
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other [Click or tap here to enter text.](#) solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other [Click or tap here to enter text.](#) solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name: _____

Title: _____

Date: _____

Signature: _____

FORM J: FINANCIAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

We, the undersigned, offer to provide the services for *Click or tap here to enter text.* in accordance with your Request for Proposal No. *Click or tap here to enter text.* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of *Click or tap here to enter text.*.

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

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

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]

FORM K: FORMAT FOR FINANCIAL PROPOSAL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer. The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

Currency of the proposal: Click or tap here to enter text.

Table 1: Summary of Overall Prices

	Amount
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of days / months / hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	Unit of Measure	Quantity	Unit Price	Total Amount
International flights	Return trip			
Subsistence allowance	Day			
Local transportation costs	Lump sum			
Out-of-pocket expenses				

Other costs (specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable / Activity

Deliverable / Activity description	Time (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				
Etc.				