



# REQUEST FOR PROPOSAL (RFP)

**Payment of service fee to identified Shelters for services rendered to beneficiaries staying at the shelter (Shelter Agreement)**

RFP Reference No.: NG20-22-4200318000

Country: Nigeria

Issued on: 07-Nov-22

## SECTION 1: LETTER OF INVITATION

International Organisation for Migration hereinafter referred to as UN Migration 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 [iomlagostenders@iom.int](mailto:iomlagostenders@iom.int) no later than 14/10/2022, 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:

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Name: Mohammed Abdi

Title: Procurement and Logistics Officer

Date: 07<sup>th</sup> /11/2022

## SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
<b>1. Scope</b>	<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>
<b>2. Interpretation of the RFP</b>	<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>
<b>3. Supplier Code of Conduct</b>	<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 <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a>.</p>
<b>4. Eligible proposers</b>	<p>Proposers shall have the legal capacity to enter into a binding contract with International Organisation for Migration (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 International Organisation for Migration 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"> <li>• is included in the Ineligibility List, hosted by <a href="#">UNGM</a>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>• is included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a>, including the <a href="#">UN Security Council Resolution 1267/1989 list</a>;</li> <li>• is included in the <a href="#">World Bank Corporate Procurement Listing of Non-Responsible Vendors</a> and <a href="#">World Bank Listing of Ineligible Firms and Individuals</a>.</li> <li>• Other sanctions lists, if applicable, as per the discretion of the IOM.</li> </ul>
<b>5. Proprietary information</b>	<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>
<b>6. Publicity</b>	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>

SOLICITATION DOCUMENTS	
<b>7. Clarification of solicitation documents</b>	<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 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>
<b>8. Amendment of solicitation documents</b>	<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	
<b>9. Cost of preparation of proposal</b>	<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>
<b>10. Language</b>	<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>
<b>11. Documents establishing eligibility and qualifications of the proposer</b>	<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>
<b>12. Technical proposal format and content</b>	<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>
<b>13. Financial proposal</b>	<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>
<b>14. Currencies</b>	<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"> <li>• 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.</li> <li>• 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</li> </ul>

	the contract in the currency of IOM's preference, using the conversion method specified above.
<b>15. Duties and taxes</b>	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
<b>16. Proposal validity period</b>	<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>
<b>17. Proposal security</b>	<p>Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by International Organisation for Migration pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>• If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;</li> <li>• In the event the successful Proposer fails: <ul style="list-style-type: none"> <li>○ to sign the contract after IOM. has issued an award; or</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>to furnish the performance security, insurances, or other documents that IOM. may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer.</li> </ul>
<b>18. Joint Venture, Consortium or Association</b>	<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"> <li>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</li> <li>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.</li> </ul> <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"> <li>Those that were undertaken together by the JV, Consortium or Association; and</li> <li>Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <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>
<b>19. Only one proposal</b>	<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"> <li>they have at least one controlling partner, director, or shareholder in common; or</li> <li>any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> </ul>

	<ul style="list-style-type: none"> <li>• they have the same legal representative for purposes of this RFP; or</li> <li>• 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;</li> <li>• 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.</li> </ul>
<b>20. Alternative proposals</b>	<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>
<b>21. Pre-proposal conference</b>	<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>
<b>22. Site inspection</b>	<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"> <li>(i) loss of or damage to any real or personal property;</li> <li>(ii) personal injury, disease or illness to, or death of, any person;</li> <li>(iii) financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <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>
<b>23. Errors or omissions</b>	<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>
<b>24. Proposers responsibility to inform themselves</b>	<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"> <li>• 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;</li> <li>• review the RFP to ensure that they have a complete copy of all documents;</li> <li>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;</li> <li>• 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;</li> <li>• attend any pre-proposal conference if it is mandatory under this RFP;</li> <li>• 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</li> <li>• 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.</li> </ul> <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>
<b>25. No material change(s) in circumstances</b>	<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"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• major re-organizational changes, company re-structuring, a take-over, buy-out or</li> </ul>



	<p>similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors.</p> <ul style="list-style-type: none"> <li>a change to any information on which IOM may rely in assessing proposals.</li> </ul>
<b>SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>26. Instruction for proposal submission</b>	<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>
<b>27. Deadline for proposal submission</b>	<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 <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. 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>
<b>28. Withdrawal, substitution and modification of proposals</b>	<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>
<b>29. Storage of proposals</b>	<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>
<b>30. Proposal opening</b>	<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>
<b>31. Late proposals</b>	<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>
<b>EVALUATION OF PROPOSALS</b>	
<b>32. Confidentiality</b>	<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>
<b>33. Evaluation of proposals</b>	<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> <ol style="list-style-type: none"> <li>Preliminary examination</li> <li>Evaluation of technical proposals</li> <li>Evaluation of financial proposals.</li> </ol>
<b>34. Preliminary examination</b>	<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>
<b>35. Evaluation of eligibility and qualification</b>	<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>
<b>36. Evaluation of technical and financial proposals</b>	<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</p>

	<p>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, 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 <b>combined scoring method</b>, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (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;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<b>37. Post-qualification</b>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to 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> <ol style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the proposer;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer;</li> <li>f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ol>
<b>38. Clarification proposals</b>	<p><b>of</b> 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>

	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.
<b>39. Responsiveness of proposal</b>	<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"> <li>a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the proposer's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.</li> </ul> <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>
<b>40. Nonconformities, reparable errors and omission</b>	<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 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"> <li>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;</li> <li>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</li> <li>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.</li> </ul> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.</p>
<b>41. Right to accept any proposal and to reject any or all proposals</b>	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.

AWARD OF CONTRACT	
<b>42. Award criteria</b>	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.
<b>43. Right to vary requirement at time of award</b>	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.
<b>44. Notification of award</b>	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.
<b>45. Debriefing</b>	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.
<b>46. Performance security</b>	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.</p>
<b>47. Bank guarantee for advance payment</b>	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
<b>48. Liquidated Damages</b>	If specified in Section 3: Data Sheet, <a href="#">Click or tap here to enter text.</a> shall apply Liquidated Damages for the damages and/or risks caused to <a href="#">Click or tap here to enter text.</a> 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 the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
<b>49. Proposal protest</b>	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 <a href="mailto:mscu@iom.int">mscu@iom.int</a>

### 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 <b>NG20-22-4200318000</b></p> <p>The services include the Payment of service fee to identified shelters for services rendered to beneficiaries staying at the shelters as further described in Section 5 of this RFP.</p>
4.	Eligible proposers	Bidders from all countries are eligible to bid.
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Mohammed Abdi</p> <p>Address: IOM Lagos Office</p> <p>E-mail address: abdmohamed@iom.int</p> <p><b>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).</b></p> <p>Deadline for submitting requests for clarifications / questions:</p> <p>11-Nov-22.</p> <p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p> <p>Direct communication to prospective proposers by email and posting on the website [enter link].</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 Language
	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 NGN
15.	Duties and taxes	<p>All prices shall:</p> <p>Be exclusive of VAT and other applicable indirect taxes.</p>
16.	Proposal validity period	90 days
17.	Proposal security	Not Required
20.	Alternative proposals	Choose an item..

21.	Pre-proposal conference	Will not be conducted
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"/> Courier / hand delivery</p> <p><b>SUBMISSION BY COURIER / HAND DELIVERY:</b></p> <p>Proposal submission address: 1 Isaac John Street, Ikeja GRA</p> <ul style="list-style-type: none"> <li>The proposer shall submit the Proposal <b>in one sealed outer envelope and two inner envelopes</b>, as detailed below.</li> <li>Distinct, separately sealed technical and financial proposals are requested from the proposers in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. <b>Non-compliance with this instruction shall result in rejection of the proposal received.</b></li> <li>The <b>outer</b> envelope must be clearly marked with the following:  <b>*CONFIDENTIAL PROPOSAL -ONLY TO BE OPENED BY AUTHORISED PERSONNEL*</b>  <b>Payment of service fee to identified shelters for services rendered to beneficiaries staying at the shelters</b>  RFP Reference: <b>NG20-22-4200318000</b>  Attention: Procurement and Logistics Officer  Proposers name and details: <a href="#">Click or tap here to enter text.</a></li> </ul> <p>The <b>inner</b> envelopes shall be marked as follows:</p> <ul style="list-style-type: none"> <li>Both inner envelopes shall indicate the proposer's name and address and the RFP reference number.</li> <li>The first inner envelope shall be marked "<b>Technical Proposal</b>" and shall contain one soft copy and One hard copy of all the duly filled and signed Returnable Proposal Forms and other documentation <b>EXCEPT Returnable Proposal Form J: Financial Proposal Submission and Form K: Financial Proposal and other price related documents</b> if applicable. Where more than one hard copy of the technical proposal is requested one hard copy shall be marked "Original" and the other(s) marked "Copy". In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as "Original" shall govern.</li> <li>The second inner envelope shall be marked "<b>Financial Proposal</b>" and include the duly completed and signed <b>Returnable Proposal Form J: Financial Proposal Submission and Form K: Financial Proposal Financial Proposal Form and any other price related documents</b> if applicable. The financial proposal shall be prepared in one soft copy and <a href="#">Insert number</a> hard copy/ies. Where more than one hard copy is required one shall be marked "Original" and the other(s) marked "Copy". In the event of any discrepancy between the soft and/or the</li> </ul>

		hard copies of the proposal, the proposal marked as “Original” shall govern.
27.	Deadline for proposal submission	Date: 14-Nov-22 Time: 16:30 hrs Time zone: GMT+1
30.	Proposal Opening	<input type="checkbox"/> Public proposal opening will not be held
36.	Evaluation of technical and financial proposals	Evaluation will be based on: <input type="checkbox"/> Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal The maximum number of technical points is detailed in Section 4: Evaluation Criteria To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points.
43.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 10 % The maximum percentage by which quantities may be decreased is 10 %
	Contract award to one or more proposer	IOM will award a contract to: One or more Bidders, depending on the following factors: [enter details] Ability to secure 70 percent of the combined Technical and Financial proposal
	Type of contract to be awarded	Implementing Partner Agreement See Section 6: for sample contract.
	Expected date for commencement of contract	30-Nov-22
	Conditions of contract to apply	Click or tap here to enter text. See Section 6.
47.	Performance Security	Not required
48.	Advance payment	Not allowed
49.	Liquidated damages	Will not be imposed
	Other information related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>



## 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 General Conditions of Contract as specified in Section 6.	Form C: Technical Proposal Submission
Proposal Validity	Form C
Registered company	Registered company with CAC.
Registered with relevant bodies	Registered with NACTAL and Ministry of Women Affairs.
Cooperate Bank account	Must have a valid cooperate Bank account
Signed Vendor Information sheet	Signed Vendor Information sheet

### Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Specific experience of the Service Providers relevant to the assignment:	50
2.	Organizational Capacity:	20
3.	Key professional staff qualifications and competence for the assignment:	30
	<b>Total</b>	<b>100</b>

Section 1. Specific experience of the Service Providers relevant to the assignment:		Points Obtainable [50]
1.1	Duration of experience in Proposed work: Total number of years engaged in similar work	
	0-2 years	10
	2 -4 years	20
	4 years and above	30
1.2	Similar experience in relevant Geographical region and surrounding area. Strong community presence and excellent understanding of community-based psychosocial support. Provide evidence of executed projects.	
	1-2 evidences	10
	3 evidences and above	20

<b>Section 2. Organizational Capacity</b>		<b>Points Obtainable [20]</b>
2.1	Organization registration with Ministry of Women Affairs, NACTAL or state agency	20

<b>Section 3. Key professional staff qualifications and competence for the assignment:</b>		<b>Points Obtainable [30]</b>
3.1	Key professional staff qualifications and competence for the assignment:	10
3.2	Minimum of two years experienced Finance and Administration, Officer attach CV	10
3.3	Minimum of two years experienced Project Officer attach CV	10

## SECTION 5: TERMS OF REFERENCE

Terms of Reference for Shelter Providers
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### 1. BACKGROUND AND CONTEXT

Assisted Voluntary Return and Reintegration (AVRR) is an indispensable part of IOM's comprehensive approach to migration management and is aimed at promoting orderly and humane return and reintegration of migrants who are unable or unwilling to remain in host or transit countries and wish to return voluntarily to their countries of origin. IOM Nigeria has worked with the Federal Government of Nigeria to provide AVRR support to Nigerian migrants since 2002. Recently, with support of the European Union (EU) and Government of the United Kingdom, IOM is implementing several programs aiming at improving the reintegration of returnees through providing protection and assistance to vulnerable and stranded migrants, including the provision of immediate rehabilitation and recovery support to Victims of Trafficking (VoTs).

IOM in collaboration with the Government of Nigeria seeks to contribute to the improved sustainable rehabilitation and reintegration of VoTs in Nigeria. During the lifetime of these projects IOM seeks to improve the National Referral Mechanism (NRM), launched to facilitate multi-sectoral assistance and reintegration support for VoTs. The projects also aim to enhance the capacity of selected safe houses and rehabilitation shelters in Abuja, Lagos, Edo, Delta, Oyo, Ogun and Enugu States to provide protection services. IOM will develop standardized screening tools based on a victim-centred approach. Furthermore, IOM will facilitate coordination meetings among stakeholders to share best practices and lessons learnt on the referral process of VoTs to strengthen future practices.

With limited options of shelters/safe houses that provide services such as shelter, counselling, medical, psychosocial and rehabilitation support for VoTs (especially male VoTs), the provision of these and other services will ensure that VoTs and other migrants vulnerable to violence/abuse are provided with short to long term accommodation where they can begin their recovery process and start to build resilience.

Within this framework, IOM is seeking to partner with service providers that operate safe houses/shelters for vulnerable migrants such as Victims of Trafficking (VoTs), Unaccompanied Migrant Children (UMC), survivors of gender based violence (GBV) persons with disabilities (PWD), single parents and children, and persons with medical needs. IOM seeks to refer cases to shelters to enhance the assistance being provided to vulnerable migrants strengthen the technical provision of protection services to returned migrants and in turn enable such partners organize and deliver activities as well as implement protection related policies and programs in their areas of focus.

### 2. OBJECTIVES OF THE TERMS OF REFERENCE

The overall objective of the terms of reference (ToR) is to provide an overview of the kind of engagement that IOM seeks to have with shelter providers, who can immediately provide services for vulnerable migrants. This ToR also indicates the scope of services and modalities of service provision between the selected shelters and IOM over the period of one year. Once the selected, IOM will have a formal agreement with selected services providers who can immediately provide shelters services to vulnerable persons such as VoTs, or UMCs, or PWDs, or single parents and children, or persons with medical needs.

The referral documents and payment modalities of each of the cases referred to their shelter will be annexed to the agreement between IOM and the Shelter service provider.

#### SCOPE OF SERVICES PROVIDED BY SHELTERS:

1. Adequate safe accommodation, bathroom facilities desegregated by sex (if the shelter provides services for male and females) and age of vulnerable migrants.
2. Adequate cooking and feeding services for vulnerable groups, taking into consideration dietary needs for vulnerable migrants;
3. Have recreational activities or facilities for vulnerable groups.
4. Vocational training services provided by the shelter, if any or if needed.
5. Have security provisions to ensure: physical safety of the vulnerable migrants, direct assistance to vulnerable migrants is provided through a "do no harm" approach, and additional safeguards are in place to ensure migrant information is kept confidential;
6. Have adequate coverage of shelter staff and periodic reviews of the staff to resident ratio to ensure 24hours care for residents;
7. Have counselling and medical services for vulnerable migrants available at the shelter or available referral to other counselling or medical service providers in coordination with IOM to ensure the continuum of care for the migrant;
8. Have available laundry services for vulnerable migrants;
9. Provide services and empathetic care through a participatory process that is timely, where the vulnerable migrants; a) are adequately informed on the regulations of the shelter, b) the rights and needs of the vulnerable migrants are respected and protected during their stay at the shelter;
10. Have available first aid services within the shelter for vulnerable migrants;
11. Services provided meet the minimum shelter criteria and the attached guidelines on ethical principles in caring for and interviewing trafficked persons (See Annex1: Minimum shelter criteria and Ethical Principles in Caring for and Interviewing Trafficked Persons- Interview checklist)

#### ANNEX I

##### Interview Checklist

**Persons that conduct interviews with individuals who seek assistance as victims of trafficking or other vulnerable groups should follow the ethical principles below**

##### Appendix I:

##### Ethical Principles in Interviewing and Caring for Trafficked Persons

The following basic checklist provides summary guidance in interview techniques for service delivery organization staff. Conditions where possible, ensure that the interview takes place in a closed private space where others cannot overhear or interrupt. The only persons allowed to be present should be the victim, the interviewer(s), an interpreter (where necessary) and a qualified support person (such as a legal or psychological counsellor) where appropriate. If there is any doubt as to the ability of the individual to understand the language of the interview, every possible effort must be made to secure the services of an interpreter.

1. Mobile phones should be turned off.
2. If a closed space is available, a “do not disturb” or similar sign should be placed on the door to prevent interruptions.
3. If no closed and private space is available, the interviewer should endeavour to find as private a place as possible where the interview cannot be overheard.
4. Avoid adopting a judgmental or interrogative style of interviewing. Try to establish a rapport with the individual to make her or him feel respected and that s/he is someone whose views should be believed.

### **Introduction**

1. The interviewer should introduce her or himself to the individual and describe her or his role in the organization.
2. Ascertain that the individual feels secure and comfortable.
3. Ascertain whether or not she or he needs to use the bathroom or requires some refreshments.
4. Ascertain if the individual is suffering from any pain or discomfort or whether the individual has any problems that require urgent medical attention.
5. If the individual reports that she or he has an urgent medical problem, the interview should not proceed until a medical professional has attended and carried out an examination.
6. In the case of minor ailments such as headaches, non-prescription medication can be offered (e.g., paracetamol, aspirin, and ibuprofen).

### **Explanation**

1. Give a brief explanation of the role of the organization in the provision of assistance to trafficked victims or other vulnerable groups and of the purpose of the interview that is about to begin.
2. Explain to the individual that the interview may include questions concerning the history of what has happened to her or him and that some of the topics may be upsetting, painful to recall and may bring back difficult memories.
3. Tell the individual that she or he can take time in answering the questions and may take a break at any time if necessary.
4. Explain that the more information that can be provided, the better the organization may be able to help. Explain any limitations to the assistance the organization can provide (for example if assistance is only for trafficked persons, irregular migrants, children, etc.).
5. Explain that if the organization is not able to provide direct assistance because the individual does not qualify, the organization will try to help and identify a qualified group or individual that can provide assistance.
6. Final Points Before Beginning the Interview
7. Inform the individual that all answers will be kept strictly confidential.
8. Explain to the individual that she or he can ask questions at any time or seek

clarification or repetition of what has been explained or stated at any time.

9. Ascertain that the individual has clearly understood all of what has been explained.
10. Ask the individual if she or he has any questions at this stage.
11. Ask the individual if she or he agrees to participate in the interview.

### Minimum Shelter Criteria:

#### FACILITIES:

1. **Location:** Removed from red light or other hazardous areas.
2. **Schools:** Convenient to primary and secondary schools\* if provided or applicable.
3. **Neighborhood services:** Convenient to hospital, police, and market.
4. **Ambience:** Sufficient natural light; overall welcoming and free ambience and furnishings.
5. **Cleanliness:** Healthy noise levels; clean air and ventilation; clean water, with adequate supply for washing, bathing, drinking; clean bathrooms.
6. **Bathroom:** 1 toilet for every 6 to 8 children and every 4 to 6 adults; toilets readily accessible from sleeping areas.
7. **Sleeping areas:** 1 mattress per resident; indoor, single-sex sleeping arrangements and separation from but close proximity to staff.
8. **Privacy:** Separation of public and private spaces; locked storage space for each resident; gender and age-sensitive privacy structures, including bathing and recreation areas.
9. **Nutrition:** Adequate, wholesome, and clean food; special diets for pregnant and lactating victims, and ethnic and religious needs; informational pamphlets available.
10. **Recreation:** Adequate age- and gender-appropriate recreation and leisure time and materials; ensure recreational options for physical, educational, and social needs.

#### SAFETY, SECURITY AND ACCESS

1. **Safety:** Free of factors that have an adverse effect on the care of victims or vulnerable migrants.
2. **Security:** Protected facility, with careful scrutiny of all visitors; blocking of access by 1 2 3 4 5 exploiters, their representatives, strangers.
3. **Freedom of choice:** Victims have the right to choose to not meet visitors, and also to not participate in programs.
4. **Freedom of movement:** Free movement within and from the facility; restrictions only in relation to a child where they have been agreed upon in the case management plan to safeguard his/her welfare.
5. **External access:** Appropriate access to Telephone (safe communication), their children, family, and community resources; education for victims for how to keep themselves safe when in the communities.

#### MEDICAL & PSYCHOSOCIAL SERVICES

1. **Healthcare facilities:** Access to periodic, confidential check-ups by registered medical practitioners and counselors; 1 2 3 4 5 stock of basic medicines and first aid equipment with staff trained in their use.
2. **Medical services:** Provision of adequate, confidential medical services with regular check-ups; provision of complete health.
3. **Psychosocial services:** Provision of confidential, goal-based psychosocial self-identity and independence.

4. **Harm reduction:** Trafficked persons or other vulnerable migrants do not have to recount negative experiences repetitively.
5. **Referrals:** Provision of referrals for specialized medical, psychosocial, or addiction-related care as needed.

#### **EDUCATIONAL & VOCATIONAL SERVICES**

1. **Access to education:** Victims and minor dependents helped to obtain free formal education, including free supply of books, uniforms, transport, and scholarships\* where possible.
2. **Life skills and non-formal education:** Provided by properly trained personnel in lieu of or in addition to formal education, including literacy and numeracy (or referrals made).
3. **Timeframe:** Entry or re-entry of victim into formal or non-formal education as early as possible.
4. **Skills training:** Provided to teens and adults, ideally with apprenticeships or job placement services (or referrals made).
5. **Marketability:** Livelihood training provides competitive, adequate skills for viable markets that are not over-saturated.

## 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	

### PROJECT IMPLEMENTATION AGREEMENT

between the

International Organization for Migration

and

**[Name of the Other Party]**

on

**[Subject of Agreement]**

This Project Implementation Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, acting through its [insert office name, e.g., Mission in XXX], [Address of the Mission], represented by [Name, Title of Director, CoM, HoO] (hereinafter referred to as “**IOM**”), and **[Name of the Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Implementing Partner**”). IOM and the Implementing Partner are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### 1. Introduction

This Agreement concerns project activities to be implemented by the Implementing Partner under the Project entitled “...” (hereinafter “the **Project**”) financed under the European Union (the “**Donor**”) [...] (specify type of applicable EU contract, e.g., PA Grant or Delegation Agreement; or Contribution Agreement; or ECHO Agreement) No. [insert here reference to the EU agreement] (hereinafter the “**EU Agreement**”).

Insert a brief summary of the Project (1-3 paragraphs, max. 1/3 page).

#### 2. Integral Documents

2.1 The following documents form an integral part of this Agreement:

- (a) **Annex A** – Project Document;
- (b) **Annex B** – Project Budget;
- (c) **Annex C** – IOM’s Data Protection Principles.



### 3. Scope of the Agreement

- 3.1 This Agreement outlines the roles and responsibilities of the Parties in the activities under this Agreement on [Subject of Agreement as it appears in the title] (the “**Activities**”) which form part of the implementation of the Project described in the Project Document in “**Annex A**” to this Agreement, in accordance with the Budget outlined in “**Annex B**” to this Agreement. Both Annexes form an integral part hereof.
- 3.2 The Implementing Partner shall commence the Activities on [date] and fully and satisfactorily complete them by [date].

### 4. Responsibilities of IOM

IOM undertakes to:

- (a) .....
- (b) .....
- (c) .....

### 5. Responsibilities of [Name of the Other Party]

The Implementing Partner undertakes to implement the following Activities:

- (a) [List all the activities of the Implementing Party under this Project]
- (b) .....
- (c) .....

### 6. Finance

- 6.1 IOM agrees to provide financial support to the Implementing Partner in implementing the Activities in the maximum amount of [currency code] XXX (write amount in words) (the “**Contribution**”) in accordance with the Budget attached to this Agreement (**Annex B**) and considered an integral part thereof.
- 6.2 Subject to IOM’s receipt of the related funds from the Donor, payments shall be made by IOM up to the maximum amount of the Contribution in instalments in accordance with the following schedule and conditions:
- (a) The first instalment in the amount of [currency code] XXX (amount in words) shall become due after signature of this Agreement and upon IOM’s receipt of the Partner’s payment request.

- (b) The second instalment in the amount of [currency code] XXX (amount in words) shall become due after IOM's receipt and approval of the interim report as described in Article 7 including all certified copies of supporting evidence, IOM's receipt of the request for payment and IOM's verification of successful completion of the following activities:
- i. [list deliverables tied to this payment]
  - ii. [etc.]
- (c) The final instalment in the maximum amount of [currency code] XXX (amount in words), not exceeding the total eligible expenses reported by the Implementing Partner minus the sum of payment instalments already transferred by IOM, shall be made upon completion of the Activities, subject to IOM's receipt and approval of the final report as described in Article 7 including all certified copies of supporting evidence, IOM's receipt of request for payment and IOM's verification of successful completion of all Activities.
- (d) If at the end of the reporting period covered by an interim report, less than 70% of the last payment (and 100% of previous payments, if any) provided by IOM have been reported by the Implementing Partner as funds utilized for the purposes of the project implementation, the further instalment shall be reduced by the amount corresponding to the difference between the 70% of the immediately preceding payment (and 100% of previous payments, if any), and the part of the previous payments which have been reported as utilized, unless the Implementing Partner justifies with a project financial forecast the need to maintain the instalment on a higher level not exceeding the contracted instalment amount.
- (e) All payables under this agreement are due in EUR.

*In case the payment is requested to be initiated by the partner in [USD]/[local currency], please replace with the following wording:*

All payables under this agreement are due in [USD]/[local currency]. IOM will translate the EUR payable to [payment currency] using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) applicable on the date when IOM initiates the payment.

- 6.3 Payment shall be made by bank transfer in [Name of currency] (Currency code) to the following bank account:

Bank Name:  
Bank Branch:  
Bank Account Name:  
Bank Account Number:  
Swift Code:  
IBAN Number:

- 6.4 The Implementing Partner shall maintain in an accessible manner permitting checks: original financial records, supporting documents, statistical records and all other records relevant to the Activities in accordance with generally accepted accounting principles to sufficiently substantiate

all direct costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. Such documentation shall include but not be limited to purchase orders, suppliers' invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers, procurement files documenting competitive and fair selection, detailed inventory lists, and any other relevant supporting documentation.

- 6.5 The Implementing Partner shall keep and make all records listed in Article 6.4 (including computerised data) available to IOM or IOM's designated representative or the competent bodies of the European Union, upon request, for a period of 7 (seven) years after the completion of the Activities or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM. To that end, the Implementing Partner shall also, upon request, grant access to sites and premises at which the Activities under this Agreement are carried out. Such information once provided to the competent bodies of the European Union, or any other authorised representatives, will be treated in accordance with EU confidentiality rules and legislation. Upon request, employees of the Implementing Partner shall be available for interview.
- 6.6 Failure to comply with the obligations set forth in Article 6.5 constitutes a breach of a substantial obligation under this Agreement.
- 6.7 Any excess funds received by the Implementing Partner under this Agreement which are reported in the final financial report by the Implementing Partner as not utilized for project implementation purposes shall be returned to IOM no later than the date of submission of the final report.
- 6.8 Funds related to expenses which are found to be ineligible (see Article 7.1.5) by the Donor or by IOM under this Agreement shall be returned to IOM no later than the date of submission of the final report or within 30 (thirty) days from IOM's notification to do so.
- 6.9 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Contribution until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate, or when IOM reasonably suspects that the Implementing Partner is in breach of any of the provisions of this Agreement, or pending a compliance review by IOM.

## **7. Reporting**

### **7.1 Financial Report**

- 7.1.1 A certified interim financial report shall be submitted to IOM no later than [date (A)]. The interim financial report shall present how the Contribution from IOM has been used from the start date of the Activities to [date].

*Alternative clause in case project duration exceeds 12 months or, due to donor reporting requirements, more than one interim report is required:*

7.1.1. Certified interim financial reports shall be submitted to IOM within 30 days from the below listed reporting date. The interim financial reports shall present how the Contribution from IOM has been used from the start date of the Activities up to the reporting date.

Interim Report	Reporting Due Date	Reporting Period
1 <sup>st</sup> Interim Report	e.g. 30 June 202X	
2 <sup>nd</sup> Interim Report	e.g. 31 December 202X	
3 <sup>rd</sup> Interim Report	e.g. 30 June 202X	

7.1.2 A certified final financial report shall be submitted to IOM no later than [date (B)] and shall cover the whole project duration.

7.1.3 Financial reports are to be prepared in EUR (Euro). In case expenses are incurred in currencies other than EUR, the equivalent amount in EUR shall be calculated using the monthly exchange rate established by the United Nations Treasury and published on its webpage (<https://treasury.un.org/operationalrates/OperationalRates.php>) valid during the month when relevant expenditure was incurred.

7.1.4 Expenses included in the interim or final financial reports by the Implementing Partner are eligible direct costs if they meet the following minimum criteria:

- (a) They are incurred in accordance with the provisions of this Agreement; and
- (b) They are necessary for carrying out the Activities as described in Annex A of this Agreement; and
- (c) They are foreseen in the estimated project budget as described in Annex B of this Agreement; and
- (d) They are incurred during the implementation period of this Agreement and have been borne by the Implementing Partner; and
- (e) They are genuine, reasonable, justified, comply with the principles of sound financial management; and
- (f) They are identifiable and verifiable, recorded in the Implementing Partner's accounts in accordance with the accounting practices of the Implementing Partner and backed by supporting documents as specified in Article 6.4.

7.1.5 Expenses are ineligible if:

- (a) They are paid or reimbursed to the Implementing Partner by another Donor or entity;
- (b) They represent contributions in kind;
- (c) They represent indirect costs;
- (d) They merely represent financial transfers between administrative units or locations of the Implementing Partner, for example as payment for services provided by one administrative unit of the Implementing Partner to another;

- (e) They are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;
- (f) They relate to goods or services that are delivered after the end date of the implementation period of this Agreement, irrespective of the timing when they were obligated;
- (g) Bonuses, provisions, reserves or non-remuneration related costs;
- (h) Value added tax ("VAT") unless the Implementing Partner can reasonably demonstrate to IOM that it is unable to recover VAT;
- (i) Full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Activities and ownership is transferred in accordance with Article 24.2 of this Agreement;
- (j) Debt and debt service charges;
- (k) Provision for losses, debts or potential future liabilities;
- (l) Foreign exchange loss;
- (m) They incur during the suspension of the implementation of the Agreement in accordance with Article 21.5 unless otherwise agreed with IOM prior to costs being incurred;
- (n) Fines or levies payable to the authorities;
- (o) Cost of purchase of land or building;
- (p) They are made in contravention of any of the terms of this Agreement;
- (q) They are not supported by the financial reports submitted by the Implementing Partner and by certified copies of supporting evidence;

7.1.6 In the event of failure to comply with Articles 7.1.4 and 7.1.5 or with the provisions of the present Agreement the relevant costs shall not be covered by IOM. As part of the financial report verification and approval process, IOM shall receive certified copies of all documents supporting the expenses reported by the Implementing Partner.

## 7.2 Narrative Report

7.2.1 Interim narrative report(s) shall accompany each interim financial report. The interim narrative report(s) shall cover the activities performed and the results obtained by the Activities during the relevant reporting period. The report(s) shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies.

7.2.2 The final narrative report shall be submitted to IOM no later than [date (B)] and shall summarize the whole Activities and state to what extent the objectives of the Activities have been achieved.

7.3 The Implementing Partner shall give IOM all information on the Activities and on the use of the resources provided by IOM within 20 (twenty) days – or shorter, in as much as possible, if the Donor requested submission within a shorter period – from IOM's reasoned request in addition to information contained in the reports, in order for IOM to comply in full with the EU Agreement and/or the Donor's request under the EU Agreement. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Activities.

## 8. Warranties

### 8.1 The Implementing Partner warrants that:

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

### 8.2 The Implementing Partner 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 Implementing Partner shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

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

8.3 The Implementing Partner further warrants that it shall:

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

8.4 The Implementing Partner expressly acknowledges and agrees that breach by the Implementing Partner, or by any of the Implementing Partner's employees, contractors, subcontractors or agents, of any provision contained in Articles 8.1, 8.2 or 8.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately



on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Implementing Partner all losses suffered by IOM in connection with such breach.

## **9. Assignment/Subcontracting**

- 9.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Implementing Partner without approval in writing by IOM may be cause for termination of the Agreement.
- 9.2 Notwithstanding such written approval from IOM, the Implementing Partner 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 Implementing Partner 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 Implementing Partner remains liable as a primary obligor under this Agreement, and it shall be directly responsible to the IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **10. Procurement Rules**

- 10.1 When awarding contracts, the Implementing Partner shall award the contract to the bidder offering best value for money (i.e., the bidder offering the best price-quality ratio). The Implementing Partner shall evaluate the offers received against objective criteria which enable measuring the quality of the offers and which take into account the price and the aim of contracting the bidder offering the best value for money based on required technical specifications.
- 10.2 The Implementing Partner is responsible for procurement of goods, services and works for the Activities under this Agreement, in compliance with the procurement rules set out in this Article.
- 10.3 The Implementing Partner shall ensure that its procurement procedures are no less rigorous than those outlined in this Article 10 and are in conformity with the following minimum rules:
- (a) The Implementing Partner shall prepare detailed specifications of the goods, services and works required for Project activities;
  - (b) Tenders for goods, works and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods, services or works to be procured;
  - (c) The Implementing Partner shall implement reasonable measures to ensure that potential vendors shall be excluded from participation in a procurement or award procedure, if:
    - i. they are subject to the UN Sanctions List or in violation of any other applicable anti-terrorism legislation; or



- ii. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

- 10.4 The Implementing Partner shall maintain auditable records documenting in detail the tendering, contracting, receipt and use of goods, services and works procured under this Agreement.
- 10.5 IOM may conduct spot-checks of any procurement case file at any time and request to see documentation verifying that the procurement procedures of the Implementing Partner correspond to the standards set out in this Article.
- 10.6 In the event of failure to comply with the provisions of this Article, the relevant costs may be declared ineligible.

## 11. Delays, Defaults and Force Majeure

- 11.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the Project Document , it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.
- 11.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 11.3 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.
- 11.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Implementing Partner is unable to perform its obligations under the Agreement by reason of *force majeure*. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

## 12. Independent Contractor

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

### **13. Confidentiality**

13.1 All information which comes into the Implementing Partner's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner and its contractors who may have access to personal data, where applicable, shall comply with IOM Data Protection Principles in the event that they collect, receive, use, transfer, store or otherwise process any personal data in the performance of this Agreement. In particular, the Implementing Partner will ensure appropriate protection of personal data. Personal data will be:

- a. processed lawfully, fairly and in a transparent manner in relation to the data subject;
- b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d. accurate and, where necessary, kept up to date;
- e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- f. processed in a manner that ensures appropriate security of the personal data.

These obligations shall survive the expiration or termination of this Agreement.

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

13.3 IOM, in line with its transparency commitments, encourages its partners to report via the International Aid Transparency Initiative (IATI) platform. IOM and the Implementing Partner shall refer to each other when reporting via the IATI standard using the following IATI identifier:

- IOM: XM-DAC-47066
- Implementing Partner:

### **14. Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Activities carried out by the Implementing Partner under this Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

### **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]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Implementing Partner]**

Attn: [Name and Title/Position of the Implementing Partner's contact person]

[Implementing Partner's address]

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

**17. Use of IOM and EU Name and Emblem**

- 17.1 The official emblem and name of IOM and the European Union may only be used by the Implementing Partner in connection with the Activities and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM and the European Union to the Activities in any advertising, publicity, official notices, reports, and any information given to the final beneficiaries, connected with the Activities by way of disclaimer that the activities were “funded by the European Union or co-funded by the European Union” and by displaying the EU emblem (twelve yellow stars on a blue background) in an appropriate way. Publications by the Implementing Partner pertaining to the Activities, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: “*This document was produced with the financial assistance of the European Union. The views expressed therein can in no way be taken to reflect the official opinion of the European Union.*” Such acknowledgement must be approved by IOM in writing in advance.

The Implementing Partner 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)).

- 17.2 If during the implementation of the Activities, equipment, vehicles or major supplies are purchased using EU funds, the Implementing Partner shall display appropriate acknowledgments on such vehicles, equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create confusion regarding the identification of the Activities as an activity of the Implementing Partner, nor the ownership of the equipment, vehicles or major supplies by the Implementing Partner.
- 17.3 The Parties will consult immediately and strive to remedy any detected shortcoming in implementing the visibility requirements set out in this Article. This is without prejudice to measures the EU may take in case of substantial breach of an obligation.
- 17.4 To the extent possible, visibility of donors at relevant project sites and within promotional publications and other communication activities will be ensured, provided that the activities do not endanger the lives and integrity of IOM or the Implementing Partner’s staff or beneficiaries.

## **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 as an intergovernmental organization.

## **19. Indemnity**

- 19.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against all loss, costs, damages and expenses (including legal fees

and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

## **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**

21.1 IOM shall be entitled to terminate or suspend This Agreement by giving [X (number in words) month's] written notice to the other Party. Notwithstanding the foregoing, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM shall be entitled to terminate the Agreement with immediate effect.

21.2 In the event that the EU Agreement is terminated prior to completion of obligations under this Agreement, IOM shall promptly notify the Implementing Partner, whereupon this Agreement shall terminate with immediate effect or on a later date if so indicated by IOM.

21.3 In the event of termination, IOM will only pay costs expended or legally committed – provided the obligations cannot be reasonably terminated on legal grounds - in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

21.4 Upon any such termination, the Implementing Partner 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 Implementing Partner in writing when the suspension is lifted and may modify the completion date. The Implementing Partner shall not be entitled to claim or receive any Contribution 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 embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

## 24. EU Donor Requirements

24.1 The Implementing Partner, and its contractors, where applicable, shall comply with the following provisions:

- (a) The Implementing Partner shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards.
- (b) The Implementing Partner shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interest. There is a conflict of interests where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.

24.2 ***[If the IP is a local NGO or local authority, please insert the following as Article 24.2 and delete the other two template options:]*** Title to all equipment, vehicles, supplies and other assets purchased by the Implementing Partner using the funds provided by IOM under this Agreement shall remain with the Implementing Partner at the date of completion of the Activities, unless agreed otherwise in writing by IOM and the Implementing Partner.

***[If the IP is an international NGO and it is funded under a EU PAGO/Contribution Agreement or under a fully EU-funded ECHO Agreement, please insert the following as Article 24.2 and delete the other two template options:]*** Unless agreed otherwise in writing by IOM and the Implementing Partner, the Implementing Partner shall donate all equipment, vehicles, supplies and other assets purchased by the Implementing Partner using the funds provided by IOM under this Agreement to local beneficiaries as per IOM's instructions in line with the requirements specified in the funding EU Agreement. The Implementing Partner shall include the information on the final destination of the equipment, vehicles, supplies and other assets in its final report to IOM. The Implementing Partner shall keep the documentary proof of the transfer of ownership in line with Article 6.5 of this Agreement.

***[If the IP is an international NGO and it is funded under an ECHO Multi-Donor Action, please insert the following as Article 24.2 and delete the other two template options:]*** Title to all equipment, vehicles, supplies and other assets purchased by the Implementing Partner using the funds provided by IOM under this Agreement shall remain with the Implementing Partner at the date of completion of the Activities, provided that the equipment is used for the benefit of

humanitarian aid actions. The Implementing Partner shall include the information on the planned utilization of the equipment in its final report to IOM.

## 25. Final Clauses

25.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 21.

25.2 Amendments may be made by mutual agreement in writing between the Parties.

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

*For and on behalf of*  
The International Organization for  
Migration

Signature

*For and on behalf of*  
[Name of Implementing Partner]

Signature

---

Name:  
Position:  
Date:  
Place:

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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: Mohammed Abdi  
From: Insert name of proposer

Email: abdmohamed@iom.int

Subject RFP reference: **NG20-22-4200318000**

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a proposal.
<input type="checkbox"/>	<b>NO</b> . 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:

<b>Have you duly completed all the Returnable Proposal Forms?</b>	
▪ 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"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Proposer Information?</b>	<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:	<b>NG20-22-4200318000</b>		

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 CONFORMITY<sup>1</sup>

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

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.unhcr.org/Public/CodeOfConduct">https://www.unhcr.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.

Yes	No	
<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



VIS (2) a.pdf

# 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 (address, telephone numbers, fax numbers, e-mail address)	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.

<b>Name of leading partner</b> (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 3 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 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:

- Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
- 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.



## FORM G: FORMAT FOR TECHNICAL 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'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.		

<b>Position (as per ToR)</b>			
<b>Personnel Information</b>	Name:		
	Nationality:	Date of birth:	
	Language Proficiency:		
<b>Present Employment</b>	Name of employer:	Contact: (manager or HR)	
	Address of employer:		
	Telephone:	Email:	
	Job title:	Years with present employer:	
<b>Education / Qualifications</b>	<i>Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.</i>		
<b>Professional Certifications</b>	<i>Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.</i>		
<b>References:</b>	<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
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

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)				
<b>Subtotal Other Costs:</b>				

**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.				