

# REQUEST FOR PROPOSAL (RFP)

## SERVICES FOR WAREHOUSE RENTAL MANAGEMENT AND HANDLING SERVICES

RFP Reference No.: RFP RO22-008

Country: KENYA

Issued on: 07-Nov-22

## SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

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

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

Please acknowledge receipt of this RFP completing and returning the attached Form A: Proposal Confirmation by email to [RONairobiProcurement@iom.int](mailto:RONairobiProcurement@iom.int) no later than **14/11/2022**, 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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## SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
<p><b>1. Scope</b></p>	<p>Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, 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>
<p><b>2. Interpretation of the RFP</b></p>	<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>
<p><b>3. Supplier Code of Conduct</b></p>	<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>
<p><b>4. Eligible proposers</b></p>	<p>Proposers shall have the legal capacity to enter into a binding contract with IOM</p> <p>A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> <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>
<p><b>5. Proprietary information</b></p>	<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>
<p><b>6. Publicity</b></p>	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>
SOLICITATION DOCUMENTS	
<p><b>7. Clarification of solicitation documents</b></p>	<p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the</p>

	<p>manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
<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>
<b>PREPARATION OF PROPOSALS</b>	
<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 the contract in the currency of IOM's preference, using the conversion method specified above.</li> </ul>

<p><b>15. Duties and taxes</b></p>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p>
<p><b>16. Proposal validity period</b></p>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<p><b>17. Proposal security</b></p>	<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 IOM 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> <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> </li> </ul>

<p><b>18. Joint Venture, Consortium or Association</b></p>	<p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> <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>
<p><b>19. Only one proposal</b></p>	<p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <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> <li>• they have the same legal representative for purposes of this RFP; or</li> </ul>

	<ul style="list-style-type: none"> <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>
<p><b>20. Alternative proposals</b></p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
<p><b>21. Pre-proposal conference</b></p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM. in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP.</p>
<p><b>22. Site inspection</b></p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.</p> <p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p>

	<ul style="list-style-type: none"> <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>
<p><b>23. Errors or omissions</b></p>	<p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p><b>24. Proposers responsibility to inform themselves</b></p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> <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 <a href="#">Click or tap here to enter text.</a>, 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>
<p><b>25. No material change(s) in circumstances</b></p>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> <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 similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;</li> </ul>



	<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</p>

	<p>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>a) Preliminary examination</li> <li>b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done)</li> <li>c) Evaluation of technical proposals</li> <li>d) 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, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a <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: 5px; 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><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p><b>37. Post-qualification</b></p>	<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> <ul 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> </ul>
<p><b>38. Clarification of proposals</b></p>	<p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers’ responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p>

	<p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<p><b>39. Responsiveness of proposal</b></p>	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <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>
<p><b>40. Nonconformities, reparable errors and omission</b></p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit 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>
<p><b>41. Right to accept any proposal and to reject any or all proposals</b></p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>

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 (Proposals 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, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve 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:mescu@iom.int">mescu@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	The reference number of this Request for Proposal (RFP) is RFP RO22-008.  The services include the supply of <b>Provision of Warehouse Rental, Management and Handling Services for International Organization for Migration</b> in <b>NAIROBI, KENYA</b> . as further described in Section 5 of this RFP.
4.	Eligible proposers	Bidders from all countries are eligible to bid.
7.	Clarification of solicitation documents	Contact details for clarification of solicitation documents:  Focal Person: SHEILA OTIENO.  Address: 55040-00200 NAIROBI.  E-mail address: sotieno@iom.int.  <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>
		Deadline for submitting requests for clarifications / questions:  21-Nov-22. <b>Twenty First November 2022 at 23:59hrs</b>
		Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:  Direct communication to prospective proposers by email and posting on the website [enter link].
10.	Language	All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in <b>ENGLISH</b>
	Partial proposals	Submitting proposals for parts or sub-parts of the TOR is:  Not allowed
14.	Currencies	Prices shall be quoted in USD
15.	Duties and taxes	All prices shall:  Be exclusive of VAT and other applicable indirect taxes.
16.	Proposal validity period	90 days
17.	Proposal security	Required in the amount of [enter amount]
20.	Alternative proposals	Shall not be considered..
21.	Pre-proposal conference	Will be conducted  Time and time zone: <b>14:30hrs Nairobi Time EAT.</b>  Date : 23-Nov-22

		<p>Venue : MS Teams. Link below  <a href="https://teams.microsoft.com/registration/LSaIFfsitEO9brzknI5hHg,Zz3kwAv2x0CFiGydbOaXeQ,URvPiEb600-ndOfPKX1Fjg,DkQw35Zs6k-gLKvEywc8cA,ol7ftBmbZUCRJIgmt85Vg,mGXl42UFw0yEWJGnAWAbaQ?mode=read&amp;tenantId=1588262d-23fb-43b4-bd6e-bce49c8e6186">https://teams.microsoft.com/registration/LSaIFfsitEO9brzknI5hHg,Zz3kwAv2x0CFiGydbOaXeQ,URvPiEb600-ndOfPKX1Fjg,DkQw35Zs6k-gLKvEywc8cA,ol7ftBmbZUCRJIgmt85Vg,mGXl42UFw0yEWJGnAWAbaQ?mode=read&amp;tenantId=1588262d-23fb-43b4-bd6e-bce49c8e6186</a></p> <p>The focal point for the arrangement is:  Name: SHEILA OTIENO.  Telephone: +254 717 137061.  E-mail: sotieno@iom.int.</p> <p>The pre-proposal conference is:  <input type="checkbox"/> not mandatory</p> <p>Minutes of the pre-proposal conference will be disseminated by  Direct communication to prospective proposers by email and posting on the website [enter link]..</p>
22.	Site inspection	A site inspection will not be held.
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:  <input type="checkbox"/> e-tendering  <input type="checkbox"/> Email  <input type="checkbox"/> Courier / hand delivery</p> <p><b>SUBMISSION BY EMAIL:</b></p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: RFP RO22-008 WAREHOUSE RENTAL SERVICES.</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line RFP RO22-008 WAREHOUSE RENTAL SERVICES</p> <p><b>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</b></p> <p>Proposal submission address: RONairobiProcurement@iom.int. <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: PDF.</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 2MB.</li> <li>▪ Mandatory subject of email: RFP RO22-008 WAREHOUSE RENTAL SERVICES.</li> </ul>

		<ul style="list-style-type: none"> <li>▪ If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”.</li> <li>▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: IOM Regional Office, Sri Auribindo Avenue, Off Mzima Springs Road Lavington.</li> <li>▪ It is recommended that the entire Proposal be consolidated into as few attachments as possible.</li> <li>▪ The proposer should receive an email acknowledging email receipt.</li> </ul>
27.	Deadline for proposal submission	<p>Date: 30-Nov-22</p> <p>Time: 23:59hrs.</p> <p>Time zone: Nairobi Time EAT.</p>
30.	Proposal Opening	<p><input type="checkbox"/> Public proposal opening will not be held</p> <p><input type="checkbox"/> Public opening of technical proposals will be held as per below details.</p> <p>Date and Time: 01 December 2022.</p> <p>Venue: Microsoft Teams</p> <p><input type="checkbox"/> Public opening of financial proposals will be held as per below details.</p> <p>Date and Time: 15 December 2022.</p> <p>Venue: Microsoft Teams.</p>
36.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p><input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)</p> <p><input type="checkbox"/> Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points.</p>
43.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 10. %</p> <p>The maximum percentage by which quantities may be decreased is 10. %</p>
	Contract award to one or more proposer	<p>IOM will award a contract to:</p> <p>One Bidder Only</p>
	Type of contract to be awarded	<p>Lease Service Agreement.</p> <p>See Section 6: for sample contract.</p>



	Expected date for commencement of contract	01-Feb-23
	Conditions of contract to apply	See Contract Template. See Section 6.
47.	Performance Security	Required in the amount of [enter amount]
48.	Advance payment	Not allowed If allowed, Bank Guarantee Choose an item.
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 <a href="#">Click or tap here to enter text.</a> General Conditions of Contract as specified in Section 6.	Form C: Technical Proposal Submission
Proposal Validity	Form C
Proposal Security with a compliant validity period	Form L
<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>

### Minimum Eligibility and Qualification Criteria

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

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

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

Qualification Criteria	Documents to establish compliance
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History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification
Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form F: Eligibility and Qualification
Previous Experience:	
Minimum 5. years of relevant experience.	Form F: Eligibility and Qualification
Minimum 10 contracts of similar value, nature and complexity implemented over the last 5. years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification
Turnover: Proposers should have annual sales turnover of minimum USD 30,000. for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

### Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Proposer's qualification, capacity and experience	30
2.	Proposed methodology, approach and implementation plan	40
3.	Management structure and key personnel	30
	<b>Total</b>	<b>100</b>

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	Reputation of organisation and staff credibility / reliability/ industry standing	5

1.2	General organisational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted.	9
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region / country	7
1.4	Quality assurance procedures and risk mitigation measures	6
1.5	<p>Organisation Commitment to Sustainability</p> <ul style="list-style-type: none"> <li>• Organisation is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points</li> <li>• Organisation is a member of the UN Global Compact – 5 points</li> <li>• Organisation demonstrates significant commitment to sustainability through some other means (for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues) – 5 points</li> </ul>	3
<b>Total Section 1</b>		<b>30</b>

<b>Section 2. Proposed methodology approach and implementation plan</b>		<b>Points obtainable</b>
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	8
2.2	Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	10
2.3	Details on how the different service elements shall be organised, controlled and delivered	5
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	5
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	7
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	5
<b>Total Section 2</b>		<b>40</b>

<b>Section 3. Management Structure and Key Personnel</b>		<b>Points obtainable</b>
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	6
3.2	Qualifications of key personnel proposed	
3.2 a	Team Leader	12

	<ul style="list-style-type: none"> <li>• General experience</li> </ul>	1	
	<ul style="list-style-type: none"> <li>• Specific experience relevant to the assignment</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Regional / international experience</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Language qualifications</li> </ul>	1	
3.2 b	Senior Expert		8
	<ul style="list-style-type: none"> <li>• General experience</li> </ul>	1	
	<ul style="list-style-type: none"> <li>• Specific experience relevant to the assignment</li> </ul>	4	
	<ul style="list-style-type: none"> <li>• Regional / international experience</li> </ul>	2	
	<ul style="list-style-type: none"> <li>• Language qualifications</li> </ul>	1	
3.2 c	Junior Expert		4
	<ul style="list-style-type: none"> <li>• General experience</li> </ul>	5	
	<ul style="list-style-type: none"> <li>• Specific experience relevant to the assignment</li> </ul>	1.5	
	<ul style="list-style-type: none"> <li>• Regional / international experience</li> </ul>	1	
	<ul style="list-style-type: none"> <li>• Language qualifications</li> </ul>	1	
<b>Total Section 3</b>			<b>30</b>

## SECTION 5: TERMS OF REFERENCE

### Provision of Warehouse Rental, Management and Handling Services for

### International Organization for Migration (IOM).

#### Background

IOM has initiated a global stockpile for core non-food relief items (NFIs) in Manila, Nairobi, Panama City, and Gaziantep since 2014. Among them, IOM global stock warehouse in Nairobi has been playing the key role to provide relief goods for acute natural disaster response and performed operations within Africa and Yemen and Afghanistan.

IOM Regional Office for East and Horn of Africa seeks proposals from qualified Service Providers for the provision of Storage Space for Rental, Cold Room for Quality Control (QC), Performing Warehouse Management and Handling In/Outgoing IOM relief supplies in Nairobi, Kenya, to be used for storage of the IOM non-food commodities.

#### Objectives

The Service Provider supports IOM Warehouse operations and management to carry out in the most efficient, effective, and ethical manner. This Terms of Reference outlines the required documentation, forms, communications with IOM, and process in relation to stock movements (both inbound and outbound) and Quality Control.

#### General Information

1. IOM Regional Office for East and Horn of Africa is looking for a warehouse in secure location in Nairobi, Kenya.
2. The warehouse to be used for the purpose of storage and quality control of NFIs for emergency and projected-based operation. The initial duration of contract for warehouse rental, management and handling services will be one (1) year with possibility of extension for another one (1) year subject to satisfactory performance and operational requirements.
3. Cargo to be stored may include bag, blankets, bladder tanks, bucket, tent, jerry can, kitchen set, sleeping mat, mosquito net, shelter tools, wire and other IOM assets and equipment.
4. Minimum floor space size of the demised premises for storage shall be 200 m<sup>3</sup>, of covered warehouse area, providing the option of extending the warehouse capacity up to 400 m<sup>3</sup>) as and when required by IOM through formal communication and with prior 15 days' notice.

#### IOM Requirement

##### 1. Location and Access.

The storage facilities shall be situated in the territory of the fenced compound and in the proximity of the main access road. The compound shall have sufficient space for the trucks' maneuvering and parking. The storage premises shall not be sited in an area susceptible to flooding and/or landslides. The warehouses must not be located near military quarters or close to hazardous substance manufacturing facilities.

##### 2. Safety Considerations.

The warehouses are to have strong and well-fitted metal gates and other anti-burglary protection elements such as strong metal bars on the windows, operational CCTV equipment with power back-up and digital recording capabilities, Lighting the interior yards and fences with lighting units that are resistant to weather factors, of a minimal capacity of 250 Watts and should be connected to an independent distribution board in the guard's room. (Preference may be given to the sheds having secondary exits for evacuation of personnel). Layout of the storage compound must allow for limited and controlled access to the area.

### 3. Fire Prevention.

The facilities must be secured against internal and external fire hazards such as wildfire, loose electrical wires, etc. Availability of regularly maintained fire extinguishers (portable and stationary units) fire alarm, smoke detectors, sprinklers and/or proximity to the operating water pipe or water tank with fire hoses will be considered as a plus.

### 4. Facility:

#### a) Structural soundness:

- i. The Construction materials used for walls must be non-flammable.
- ii. Flooring must be made of reinforced concrete (crack-free), floor finishing should be anti-slipping.
- iii. Roof must be leak-proof and is being regularly inspected and maintained.
- iv. Lighting of storage areas are recommended to be natural through lighting openings and this should have enough space no less than 10% of the facade area. It is also recommended to have natural lighting through the ceiling's openings.
- v. Maintain the ventilation of the warehouses by providing industrial exhaust fans or depending on natural ventilation through opposite openings in the warehouse walls.
- vi. All wires and electrical devices must be secure and correctly installed. An independent storm water drainage network (open channel or pipelines) is set up and connected to the street level to evacuate the rainwater during winter out of the warehouse.

b) **Dependable utilities:** availability of electrical power grid and back-up power supply (cost of electricity and generator maintenance and fueling has to be included into the cost of rent);

c) **QC space:** Minimum room size for Storage Room for QC Equipment (QC Center) shall be 60 111<sup>2</sup> (8x8m) with air conditioning (2 tonner).

Additional room for Storage of QC Samples shall be 18 111<sup>2</sup> with storage bins and shelves.

- I. Door type (preferably sealing sliding doors at least 1.2m wide forklift access)
- II. Smooth flooring (Preferably with rubberized paint) to absorb impacts from dop testing
- III. Well -lighted and well ventilated with AC (at least 2 tonners: some testing requires controlled temperature environment)
- IV. Lighting, Power, Water and drainage connections.
- V. Water and drainage connections for drop test
- VI. Insulated ceiling to lessen the heat /noise from neighboring establishments
- VII. Storage cabinets for supplies.
- VIII. Internet connection for preparation and sending QC reports in timely manner.
- IX. Manpower with skills on Quality inspection of non -food items

d) Handling equipment — availability of 1 x forklift for mechanical goods' handling (3-5MT).

#### **5. Lease Term.**

The term of the warehouse lease is for a minimum of one (1) year extendable for a further one (1) additional year. Please propose a fixed rate to remain unchanged throughout the entire validity period of the future contract. The rate has to be inclusive of all stated expenses, including the maintenance. The bidders shall specify the services included in their offer.

#### **Storage Services:**

- a. The Contractor shall manage the storage of Supplies in the Warehouse and in such a manner that the same will be protected all times against theft, injury, or damage from moisture. Chemical agents or other harmful substances, rodents, insects, or any destructive creature, improper or unusual locations or injurious contact of any kind.
- b. Supplies shall at all times be stacked, stowed or piled (on pallets if necessary) in the Warehouse in conditions at least in line with industry standards and best practices and in such a manner as to permit free inspection and reshipment thereof.

#### **Access to supplies:**

- a. The Contractor shall handle and transport Supplies in and out of the Warehouse during Working Hours in accordance with the schedules of deliveries and movements provided by IOM. The Contractor shall, by mutual agreement with IOM, arrange for deliveries /access to Supplies in the Warehouse outside of Working Hours.
- b. The Contractor shall provide personnel in adequate numbers always located at the Warehouse during Working Hours to provide additional handling services for Supplies.

#### **Stock Tracking:**

- a. The Contractor shall keep count of Supplies delivered to and removed from the warehouse.
- b. The Contractor shall establish, and maintain, a stock control and management system to provide at all times accurate and verifiable records of Supplies stored and all movements thereof in and out of the Warehouse.
- c. This system shall be maintained at professional standards and practices of warehouse management and conform to IOM requirements.
- d. The Contractor shall submit to IOM MAC stock reports on weekly basis describing and quantifying Supplies delivered to the Warehouse ("IN"), Supplies removed from the Warehouse ("OUT"), losses/damage during handling, and stock balance per commodity in stock indicating Entry Date of each stored commodity.

#### **Main duties and responsibilities of Contractor:**

##### **a. General Responsibility of Contractor:**

- a. The Contractor shall provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation, and other facilities required for the performance and completion of the Services.



- b. The Contractor shall ensure that it and its personnel shall perform the Services with the necessary care and diligence, and in accordance with the highest professional standards.
- c. The Contractor acknowledges and confirm that title to all Supplies with respect to which the Contractor stores or handles for IOM hereunder shall be and remain solely and exclusively with IOM. The Contractor shall not permit any lien, attachment, and encumbrance against any of the Supplies.
- d. The Contractor shall be responsible for all utilities cost, QC support costs, handling costs, loading, and unloading at the warehouse including casual labor costs, ex-gratia and overtime payments to handlers, store men, warehouse staff, Security Personnel and the hiring or operating costs of any mechanical loading or off-loading devices as required and as necessary in the context of fulfilling the contractual obligations.
- e. The Contractor shall be responsible for supervision of employees of all movements of supplies including the off-loading and loading of vehicles and the recording of losses during handling.
- f. The Contractor shall ensure that all Supplies delivered out of the Warehouse are in the same condition as they were when they were delivered to the Warehouse normal wear and tear and deterioration resulting from proper storage excepted. The Contractor shall be liable to compensate IOM for any damage, normal wear and tear and deterioration resulting from proper storage excepted.
- g. The Contractor shall be liable to compensate IOM for the loss incurred by IOM if any Supplies are stolen or are otherwise missing from when compared with the Contractor's reports.
- h. The Contractor acknowledges that IOM shall have no obligation to provide any assistance to the Contractor in performing the Services other than expressly set forth herein.
- i. The Contractor shall select five staff who are trained for quality inspection on call basis at the beginning of the contract period.
- j. The Contractor shall not provide additional manpower outside from the initially selected members.
- k. The Contractor shall ensure to maximize the number of skilled staff for quality inspection.
- l. Take complete responsibility for the receipt, storage, accounting, and reporting of all commodities received and stored in the warehouse.
- m. Ensure that accurate and complete accounting, reporting and internal control systems are functioning, and that all relevant records are properly maintained.
- n. The Contractor shall be responsible to assess availability of space and prepare stacking/storage plans prior to commodities arrivals.
- o. Conduct periodic fumigation and pest control of the warehouse.

- p. Ensure security of warehouses, commodities, and staff.
- q. Ensure the adequate provision of all warehouse equipment such as pallets, tools, forklift, and the provision of reconstitution materials such as sacks and strings.
- r. When necessary, inspection certification of damaged cargo.
- s. Provide technical advice to IOM on storage needs and options. Identify alternate warehouse facilities as contingency for emergency or unforeseen reasons.
- t. Organize with Transporter on timely loading/ offloading of goods at the warehouse.
- u. The Contractor is responsible for appropriate insurance coverage for warehouse against loss or damage due to fire, storm or other risks normally insured against in a sum equivalent to the full insurance value of the Warehouse.
- v. Obtain all necessary permission from Authorities to carry out operations.

**b. Daily Duties**

- a. Ensure that all receipts of NFIs are properly documented, including any damages or shortages. Photos should be taken of any impairment. Make periodic random checks during loading/unloading operations to ensure that commodities delivered by the trucks confirm to the quantity record on the truck waybill.
- b. Ensures stock control is conducted properly including the timely and accurate update of bin/stock cards.
- c. Ensures loading/unloading is properly supervised and implemented including all aspects relating to safety/security and quality (buffer zone, Final Inspection Note)
- d. Ensures the proper storing of goods (stock rotation, pallets, stacking, addressing, movement of goods from buffer zone to stocks, etc.)
- e. Issue the Goods Receipt Notes (GRN) for all delivered IOM shipments.
- f. Photograph all aspects of delivery starting before truck is opened for unloading and attached with GRN.
- g. Prepare loading plans is duly filled for outgoing stock.
- h. Keep updated records of Stock/Bin Cards for each item.
- i. No Supplies may be released by the Contractor out of the Warehouse unless IOM has given specific written instructions to the Contractor. The Contractor shall be responsible for any Supplies released without specific written instructions from IOM.
- j. Ensures the quality/ quantity of goods in conformity with specifications mentioned in IOM Purchase Order.

- k. Reports to IOM in timely manner on Damage/ obsolete stocks and prepare all procedures and necessary steps for commodity disposal.
  - l. Where Supplies are to be delivered or moved out of the Warehouse, the Contractor shall arrange for the offloading or loading of the Supplies from or into trucks just outside of the Warehouse and shall ensure that a Dispatch Receipt is issued and signed by the driver certifying the quantity of Supplies loaded or off-loaded at the Warehouse.
  - m. Any discrepancies are documented before accepting materials, and the driver must sign the documentation where the discrepancies are noted. The Contractor must notify the discrepancies to IOM, in writing, within 2 working days.
  - n. Arrange for adequate parking space for trucks waiting for loading/ offloading.
- c. **Weekly Duty**
- Produce weekly stock reports, stock movement report, and submit them to IOM with electric copies (Microsoft Excel).
  - Carry out regular commodity physical random check/inventory of the warehouse.
- d. **Monthly duties**
- Conduct Monthly physical count of inventories and report any discrepancies to IOM.
- e. **Quarterly duties**
- Conduct Quarterly physical count of inventories and report any discrepancies to IOM.
- f. **Yearly duties**
- Conduct Yearly physical count of inventories and report any discrepancies to IOM.

**Responsibilities of IOM:**

- a. Notice of expected deliveries of Supplies to the Contractor/Warehouse.
- b. The required list of supplies, dispatch schedule and destinations for all movement of Supplies out of the warehouse.
- c. Provide relevant documentation for the release of IOM Regional Office for East and Horn of Africa; and
- d. Immediately upon becoming aware of any error or discrepancy between the statements contained in any documentation provided by IOM to the Contractor and the actual contents of Supplies handed to the Contractor hereunder, IOM shall notify the Contractor of such discrepancy.
- e. IOM shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Contact and which may be made against the Contractor.

- f. IOM shall not be liable for any claims for compensation for death, disability or other hazards which may be suffered by personnel of the Contractor as a result of their employment on work which is the subject matter of this Contract.

**Provision of utilities and additional services:**

The contractor shall be responsible to provide following utilities and services to IOM. The amount of any such utilities/services to be included in the Management fee:

- a. Adequate inside and outside light, electricity, and land line phone;
- b. Adequate light in public spaces and stairwells.
- c. Payment of all utility charges (Electricity, water, gas, land line phone) to be made by the Contractor.
- d. Adequate number of Fire Extinguishers to be provided by Contractor at the warehouse
- e. Adequate number of Security Guards to be provided by Contractor.
- f. Fork lifter with driver to be provided by Contractor.
- g. Toilet facilities, including necessary sewage facilities.
- h. All other facilities and services which it makes available generally to tenants in the building; and
- i. Cleaning services, adequate to maintain the entrances and common areas of the building in condition and at a standard of cleanliness appropriate for the use for which they are intended by IOM.

**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:	

**LEASE AGREEMENT**

between the

**International Organization for Migration**

and

**[Name of the Lessor]**

This Lease Agreement (the “**Agreement**”) is entered into by the **International Organization for Migration**, an organization part of the United Nations system, acting through its [insert name of office, e.g., Mission in XXX], (hereinafter referred to as “**IOM** or the “**Lessee**”), of [insert address], represented by [Insert Name], [Insert Title], and **[Name of the other party]** (hereinafter referred to as the “**Lessor**”), of [insert address], represented by [Insert Name], [Title], on the following premises on [insert date of signature]. (\*1) (The Lessor and the Lessee are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”)

**1. Premises Leased**

Description of the Premises Leased (the “**Premises**”) (\*2):

<b>Owner:</b>	[Full name of the Lessor (*3)]
<b>Address:</b>	[Full address of the Premises] (*4)
<b>Type of Premises:</b>	[House/building with XXX]
<b>Other Description:</b>	[Indicate furnished/unfurnished etc.]

**2. Warranties of the Lessor**

The Lessor warrants that:

- (a) It has full authority to execute this Agreement and agrees to rent the Premises to the Lessee in accordance with this Agreement;
- (b) During the term of this Agreement, it will not rent, lease or otherwise furnish space in the building or any adjacent buildings under its control, to any enterprise which, in the usual exercise of business, could be expected to create noise or odors disruptive to the Lessee's normal activities; and,
- (c) The Lessee shall have the right to hold and enjoy the Premises for the Lease Period, free of hindrance, interruption, or eviction in any form by the Lessor or anyone claiming by, through or under the Lessor.

### 3. Rent

- 3.1 The monthly rent for the Premises (the "Rent) shall be [Currency code] [Amount in figures] ([amount and currency in words]).
- 3.2 Payment shall be made on the [1<sup>st</sup>] of every calendar [month] to the following bank account: (\*5)

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

### 4. Duration

- 4.1 The Lease will commence on [startdate] and end on [end date] (the "Lease Period"). The Lessee shall have the exclusive right of use of the Premises during the whole Lease Period.
- 4.2 On expiration of the Lease Period, the Lessee may, at its option, renew this Agreement for [period of extension] on the same terms and conditions as contained in this Agreement.

### 5. Rights and Duties of Lessor

The Lessor shall:

- (a) Keep the Premises in good repair, including the exterior and interior structure, utilities, services and fixtures, sanitation facilities and all grounds, paths and parking areas, fences and walls protecting the property [add/delete as necessary];
- (b) Undertake all sanitary, fire, safety and emergency, inspections required by local law;

- (c) Carry out necessary maintenance repairs on the Premises. The Lessee will notify the Lessor of the repair requirements in writing and the Lessor will make the necessary repairs within 5 (five) days of the Lessee's notification. In consultation with the Lessee, the Lessor may access the Premises at a reasonable time upon providing at least 48 hours prior notice to the Lessee, in order to carry out such repairs. If the Lessor cannot perform the repairs in the course of 5 (five) days after receiving notice from the Lessee, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rent. In emergency situations where the Lessor is not able to act immediately, the Lessee shall have the right to engage a third party to perform the needed repairs and deduct the amount of expenditure from the amount of the Rent;
- (d) Pay taxes, charges or any other payments levied against the Premises by any government or government related entity during the course of this Agreement;
- (e) Provide the Lessee with the following public utilities: Heating, electricity, water, sewage, garbage collection [add/delete as necessary];
- (f) Keep the Premises insured against loss or damage due to fire, storm or other risks normally insured against in a sum equivalent to the full insurance value of the Premises and use all sums received under the policy to restore the damage to the Premises; (\*6)
- (g) [If there is more than one Lessor, please ensure that this clause is included. If there is only one Lessor, please delete this clause]: The Lessors are jointly and severally liable for their obligations as described in this Agreement and its Annexes, if any.

## 6. Rights and Duties of the Lessee

The Lessee shall:

- (a) Make timely rental payments and use the Premises solely for the purposes related to [insert purpose of Agreement – e.g. "IOM office" "IOM activities"];
- (b) Be liable for breakage and fire damage to the Premises to the extent such damage is attributable to the Lessee;
- (c) Return the Premises in the same condition as it was received, with the exception of normal wear and tear, or damage caused by elements or circumstances over which the Lessee has no control; and,
- (d) Be entitled to affix to and/or install within the Premises any appropriate signs, symbols, flags, fixtures, equipment and other improvements necessary for the Lessee's operations. Any such fixtures, improvements or additions shall remain the exclusive property of the Lessee and may be

removed and taken away by the Lessee at any time during the tenancy period or upon the termination or expiration of this Lease.

## **7. Assignment**

Either Party to this Agreement may assign this Lease or any rights arising under it with the prior written permission of the other Party.

## **8. Delays, Defaults, and Force Majeure**

- 8.1 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 8.2 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 8.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Lessor 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 15 (Termination) shall apply.

## **9. Confidentiality**

- 9.1 All information which comes into the Lessor's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Lessor shall not communicate such information to any third party without the prior written approval of IOM. The Lessor shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Lessor 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 Lessor and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.



## 10. Use of IOM Name, Abbreviation and Emblem

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

## 11. Notices

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

**International Organization for Migration (IOM)**

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Lessor]**

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

[Lessor's address]

Email: [Lessor's email address]

## 12. Dispute Resolution

- 12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

### **13. Status of IOM**

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

### **14. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any provision 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.

### **15. Termination**

The Lessee may terminate this Agreement for any reason, without penalty, before the end of the Lease Period by giving [1 (one) week to 1 (one) month] written notice to the Lessor. In the event of termination, the Lessor shall reimburse within 2 (two) weeks of the notice any rent paid in advance and security deposit paid in advance by IOM. (\*7)

### **16. Unsuitability**

If the Premises, in part or in whole, become unsuitable for the purposes leased due to fire, storm or other reasons, the Lessee may:

- (a) immediately terminate this Agreement and recover any Rent and security deposit paid in advance; or
- (b) continue the Agreement with a revised Rent adjusted to reflect proportional use of the Premises, and recover any Rent paid in advance in proportion to the diminished use.

### **17. 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.

### **18. 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.

**19. Special Provisions (Optional)**

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

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

**20. Final Clauses**

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 15 (Termination).

20.2 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

*For and on behalf of*  
[Name of Lessor]

Signature

Signature

\_\_\_\_\_  
Name:  
Position:  
Date:  
Place:

\_\_\_\_\_  
Name:  
Position:  
Date:  
Place:

6.3 Performance Security.

**Performance Security (Bank Guarantee)**

To: *[name and address of Employer]*

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

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

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

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

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

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

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

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION 7: PROPOSAL FORMS**

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

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

**Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

**Form H: Format for CV of proposed key personnel**

**Form I: Statement of Exclusivity and Availability**

**Form J: Financial Proposal Submission**

**Form K: Format for Financial Proposal**

**FORM A: PROPOSAL CONFIRMATION**

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

To: Insert name of contact person

Email: Insert contact person’s email - do not enter secure proposal email address

From: Insert name of proposer

Subject RFP reference [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	<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: kindly reach out to <a href="mailto:RONairobi@procurement@iom.int">RONairobi@procurement@iom.int</a>	
<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	
<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:	Click or tap here to enter text.		

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

**BIDDER'S DECLARATION OF CONFORMITY<sup>1</sup>**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions;

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

Yes	No	
		grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.



Yes	No	

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**

Please see a link to the [Vendor Information sheet](#)

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


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

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

**Financial Standing**

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

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

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

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

**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				
<b>Subtotal Professional Fees:</b>				

**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**

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