

REQUEST FOR PROPOSAL (RFP)

Revisión Mecanismos de Coordinación

RFP Reference No: OSE/005/2023

Country: Panama

Date: 14 November 2023

SECTION 1: LETTER OF INVITATION

IOM, hereinafter referred to as Request for Proposal for Construction Services 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 oseprocurementunit@iom.int no later than 12/03/2023, indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

SECTION 2: INSTRUCTIONS TO PROPOSERS

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

SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	<p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
8. Amendment of solicitation documents	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	<p>The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
10. Language	<p>The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.</p>
11. Documents establishing eligibility and qualifications of the proposer	<p>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.</p>
12. Technical proposal format and content	<p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
14. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award

	the contract in the currency of IOM's preference, using the conversion method specified above.
15. Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet
16. Proposal validity period	<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>
17. Proposal security	<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 Oct 31, 2023 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"> ● If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; ● In the event the successful Proposer fails: <ul style="list-style-type: none"> ○ to sign the contract after IOM. has issued an award; or

	<ul style="list-style-type: none"> 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.
18. Joint Venture, Consortium or Association	<p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM..</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> Those that were undertaken together by the JV, Consortium or Association; and Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
19. Only one proposal	<p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> they have at least one controlling partner, director, or shareholder in common; or any one of them receive or have received any direct or indirect subsidy from the other/s; or

	<ul style="list-style-type: none"> • they have the same legal representative for purposes of this RFP; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process; • they are subcontractors to each other's proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
20. Alternative proposals	<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>
21. Pre-proposal conference	<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 Technical Expert 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>
22. Site inspection	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.</p>

	<p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM. in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
23. Errors or omissions	<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>
24. Proposers responsibility to inform themselves	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; • review the RFP to ensure that they have a complete copy of all documents; • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; • verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; • attend any pre-proposal conference if it is mandatory under this RFP; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and • form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.</p>
25. No material change(s) in circumstances	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organizational changes, company re-structuring, a take-over, buy-out or

	<p>similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;</p> <ul style="list-style-type: none"> • a change to any information on which IOM may rely in assessing proposals.
SUBMISSION AND OPENING OF PROPOSALS	
26. Instruction for proposal submission	<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>
27. Deadline for proposal submission	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
28. Withdrawal, substitution and modification of proposals	<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>
29. Storage of proposals	<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>
30. Proposal opening	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p>

	<p>The proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
31. Late proposals	<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>
EVALUATION OF PROPOSALS	
32. Confidentiality	<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>
33. Evaluation of proposals	<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"> Preliminary examination Evaluation of minimum eligibility and qualification (if pre-qualification is not done) Evaluation of technical proposals Evaluation of financial proposals.
34. Preliminary examination	<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>
35. Evaluation of eligibility and qualification	<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>
36. Evaluation of technical and financial proposals	<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 combined scoring method, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP): 70%</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP): 30%</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
37. Post-qualification		<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"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
38. Clarification proposals	of	<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>
39. Responsiveness of proposal	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the proposer's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.</p>
40. Nonconformities, reparable errors and omission	<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"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
41. Right to accept any proposal and to reject any or all proposals	<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	
42. Award criteria	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.
43. Right to vary requirement at time of award	At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of 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.
44. Notification of award	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.
45. Debriefing	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.
46. Performance security	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.</p>
47. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the 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.
48. Liquidated Damages	If specified in Section 3: Data Sheet, Click or tap here to enter text. shall apply Liquidated Damages for the damages and/or risks caused to Click or tap here to enter text. 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.
49. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int

SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is OSE/005/2023.</p> <p>The services include the supply of Review of Regional Interagency Coordination Mechanisms in response to mixed movements in the LAC region in IOM Panama. as further described in Section 5 of this RFP.</p>
2.	Eligible proposers	Bidders from all countries are eligible to bid.
3.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Meylin Chaves</p> <p>Address: Panamá</p> <p>E-mail address: oseprocurementunit@iom.int</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).</p> <p>Deadline for submitting requests for clarifications / questions:</p> <p>24-Nov-23. 24:00 Panama time</p> <p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p> <p>Direct communication to prospective proposers by email.</p>
4.	Language	All proposals, information, documents and correspondence exchanged between English or Spanish and the proposers in relation to this solicitation process shall be in English or Spanish
5.	Partial proposals	<p>Submitting proposals for parts or sub-parts of the TOR is:</p> <p>Not allowed</p>
6.	Currencies	Prices shall be quoted USD.
7.	Duties and taxes	<p>All prices shall:</p> <p>Be inclusive of VAT and other applicable indirect taxes.</p>
8.	Proposal validity period	90 days
9.	Proposal security	Not Required
10.	Alternative proposals	Shall be considered.

11.	Pre-proposal conference	Will not be conducted Direct communication to prospective proposers by email.
12.	Site inspection	A site inspection will not be held.
13.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY EMAIL:</p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: oseprocurementunit@iom.int</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: oseprocurementunit@iom.int</p> <p>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</p> <p>Proposal submission address: oseprocurementunit@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> File Format: PDF or word File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: N/A Mandatory subject of email: Propuesta Revisión Mecanismos de Coordinación If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y". Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: Casa de las Naciones Unidas, Edificio 129, Ciudad del Saber, Ciudad de Panamá, Panamá It is recommended that the entire Proposal be consolidated into as few attachments as possible. The proposer should receive an email acknowledging email receipt.
14.	Deadline for proposal submission	<p>Date: 03-Dec-23</p> <p>Time: 2400 -5</p> <p>Time zone: -5 Panama</p>
15.	Proposal Opening	<input checked="" type="checkbox"/> Public proposal opening will not be held

		<input type="checkbox"/> Public opening of technical proposals will be held as per below details. Date and Time: . Venue <input type="checkbox"/> Public opening of financial proposals will be held as per below details. Date and Time: Click or tap here to enter text. Venue: Click or tap here to enter text.
16.	Evaluation of technical and financial proposals	Evaluation will be based on: <input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers) <input checked="" type="checkbox"/> Combined scoring method using a distribution of 60%-40%. Technical proposal - financial proposal <input type="checkbox"/> Other Click or tap here to enter text. The maximum number of technical points is detailed in Section 4: Evaluation Criteria To be substantially compliant, Proposers must obtain a minimum threshold of 50 % of maximum points.
17.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 10.% The maximum percentage by which quantities may be decreased is 10%
18.	Contract award to one or more proposer	IOM will award a contract to: One Bidder Only
19.	Type of contract to be awarded	Construction AGREEMENT See Section 6: for sample contract.
20.	Expected date for commencement of contract	18-Dec-23
21.	Conditions of contract to apply	See Section 6.
22.	Performance Security	Not required
23.	Advance payment	Not allowed If allowed Bank Guarantee Required
24.	Liquidated damages	Will be imposed as follows: Percentage of contract price per week of delay: 3% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.
25.	Other information related to the RFP	N/A

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

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

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

Click or tap here to enter text.

Minimum Eligibility and Qualification Criteria

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

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

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form D: Proposer Information
Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Proposer Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Technical Proposal Submission
Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification

Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form F: Eligibility and Qualification
Previous Experience:	
Minimum Click or tap here to enter number. years of relevant experience.	Form F: Eligibility and Qualification
Minimum Click or tap here to enter number. contracts of similar value, nature and complexity implemented over the last Click or tap here to enter number. 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 Click or tap here to enter text. for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification

Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Proposer's qualification, capacity and experience	300
2.	Proposed methodology, approach and implementation plan	400
3.	Management structure and key personnel	300
	Total	1,000

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	Reputation of organisation and staff credibility / reliability / industry standing	50
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.	90

1.3	Relevance of specialised knowledge and experience on similar engagements done in the region / country	70
1.4	Quality assurance procedures and risk mitigation measures	60
1.5	Organisation Commitment to Sustainability <ul style="list-style-type: none"> • Organisation is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points • Organisation is a member of the UN Global Compact – 5 points • 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 	30
Total Section 1		300

Section 2. Proposed methodology approach and implementation plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	80
2.2	Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organised, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	70
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	60
3.2	Qualifications of key personnel proposed	
3.2 a	Team Leader	120
	<ul style="list-style-type: none"> • General experience 	10

	<ul style="list-style-type: none"> Specific experience relevant to the assignment 	40	
	<ul style="list-style-type: none"> Regional / international experience 	20	
	<ul style="list-style-type: none"> Language qualifications 	10	
3.2 b	Senior Expert		80
	<ul style="list-style-type: none"> General experience 	10	
	<ul style="list-style-type: none"> Specific experience relevant to the assignment 	40	
	<ul style="list-style-type: none"> Regional / international experience 	20	
	<ul style="list-style-type: none"> Language qualifications 	10	
3.2 c	Junior Expert		40
	<ul style="list-style-type: none"> General experience 	5	
	<ul style="list-style-type: none"> Specific experience relevant to the assignment 	15	
	<ul style="list-style-type: none"> Regional / international experience 	10	
	<ul style="list-style-type: none"> Language qualifications 	10	
Total Section 3			300

SECTION 5: TERMS OF REFERENCE

Review of Regional Interagency Coordination Mechanisms in response to mixed movements in the LAC region

Context

Migration in the Latin America and Caribbean (LAC) region takes place in a context marked by deep historical, political, economic, and social ties between countries, significant internal and intraregional socioeconomic disparities, political instability, insecurity, and violence in some countries, as well as severe and frequent disasters, natural hazards compounded by slow-onset environmental changes. The LAC region currently faces an increase in complex and mixed movements, which include flows of refugees, asylum seekers, migrant workers, returnees, and other migrants from the entire continent (Venezuela, Haiti, Honduras, Ecuador, El Salvador, and Guatemala being the top countries of origin), but also, to a lesser extent, from Africa (Senegal, Somalia, Cameroon) and Asia (Bangladesh, Afghanistan, Nepal and China).

The region has also experienced high secondary or tertiary migration movements, particularly of Venezuelans and Haitians, due to a lack of integration opportunities. Despite laudable regularization efforts in many host countries, challenges in accessing income-generating opportunities, particularly formal and decent employment, and increasing xenophobia, have pushed many to pursue dangerous migration routes, for example through the Darien region, northward towards the United States or even routes to the south of the continent.

Experience shows that large-scale population movements persist and deteriorate without political solutions and sustained international solidarity. It is estimated that the number of Venezuelans worldwide rose from around 600,000 in 2015, to 7.3 million as of June 2023¹. In addition to impacting on the living conditions, security, dignity and health of refugees and migrants, the COVID-19 pandemic has deepened pre-existing inequalities and increased the suffering of the most vulnerable people in society. There needs to be more than the region's economic growth forecast for this year to ensure sustained expansion as the social impacts of the health crisis and the region's structural problems have worsened and will continue during this recovery phase².

Following a temporary decrease in late 2022 of irregular entries of migrants from Colombia to Panama, associated with new migration measures for Venezuelans announced in October 2022 by the United States (U.S.) Government Title 42 policy, sharp increases in Venezuelan entries via the Darien were reported in February (7,100) and March (20,800). Furthermore, in the lead-up to the end of the Title 42 public health order (which ended on 11 May 2023), after that, the U.S. Government announced new border enforcement measures, coupled with the expansion of a parole programme to allow 30,000 entries per month for nationals of Cuba, Haiti, Nicaragua and Venezuela, and the use of an app (called CBP One) for refugees and migrants arriving along the southern U.S. border to schedule an appointment to present themselves at a legal point of entry, including to request an exemption from Title 42 and/or seek asylum.

¹ R4V

² RMRP 2019

Nationals from these countries who attempted to cross the southwest border to the U.S. irregularly were expelled to Mexico, including Venezuelans seeking asylum. During the first quarter of 2023, approximately 8,000 persons were expelled, of whom 35% were Venezuelans³.

The response to this mobility crisis presents several challenges and gaps in coordination, information management and humanitarian space threatened by the increasing activity of organized crime and human trafficking networks as well as by the closure of civic spaces for civil society. The regional character of the crisis makes it advisable to review the regional coordination and information management mechanisms since existing ones (REDLAC, R4V, IBC Humanitarian Mobility, etc.) are distinct in terms of members, scope, capacities, countries covered or nationality of people targeted, hindering efforts for articulated analysis, early warning systems and response.

The Working Group on Risk, Emergencies and Disasters for Latin America and the Caribbean (REDLAC) is a regional coordination platform for preparedness and response to disasters. It was created in 2003 as a mechanism to foster understanding and joint analysis of humanitarian crises and encourage regional, global and national approaches. REDLAC improves coordination, preparation and analysis, and enables a permanent dialogue between humanitarian organizations. REDLAC members are regional or sub-regional organizations with a humanitarian mandate who are present in Panama or in the region, belong to the United Nations System, Non-Governmental Organizations, International Organizations and the International Red Cross and Red Crescent Movement. The private sector, donors, inter-government or regional or sub-regional organizations participate on an ad hoc basis as required.

The Regional Inter-Agency Coordination (R4V) Platform was established as a forum to coordinate the response efforts across 17 countries of LAC co-led by IOM and UNHCR. At national and sub-regional levels, the R4V is charged with the operational coordination and implementation of the regional Refugee and Migrant Response Plan (RMRP) and is complemented by local coordination mechanisms collaborating closely with host governments.⁴ The R4V Platform aims to develop a regional approach to ensure a coherent and coordinated operational response, by focusing on regional strategic and country-specific support, information management, communication, and resource mobilization. The platform, both at the regional and national levels, works in very close relation with the UN Development Group for Latin America and the Caribbean (UNDG LAC), the Resident Coordinators (RC) and the UN Country Teams (UNCTs) and are mutually supportive of their respective roles. The pivotal role of the RCs in support of national priorities, development strategies, and plans is particularly relevant to the platform's work⁵.

The Issue-Based Coalition on Human Mobility (IBC-HM) serves as a regional platform for UN agencies and potentially a wider group of stakeholders including civil society organizations to support Resident Coordinators and UN Country Teams in responding to the situations of refugees, migrants, host communities and communities of return in the Americas Region. Also, IBC-HM complements existing and relevant mechanisms (e.g. other IBCs, UN Networks on Migration, the Global Refugee Forum, Comprehensive Regional Protection and Solutions Framework (MIRPS), the Regional Conference on Migration (CRM), the Comprehensive Development Plan for El Salvador, Guatemala, Honduras and México

³ <https://www.r4v.info/en/movements-report-q1-2023>

⁴ R4V

⁵ R4V

(PDI), the South American Conference on Migration (CSM), the Ibero-American Network of Migration Authorities (RIAM) and other related coordination platforms, etc.).

The need to review and adapt the current regional inter-agency coordination mechanisms to the new regional context has been reiterated in some of the last international events such as the 2023 International Solidarity Conference and the European Humanitarian Forum. In this sense, different donors, UN agencies and Civil Society Organizations have agreed that it would be advisable to carry out an independent external review to take stock of the existing regional coordination mechanisms in LAC and provide feasible recommendations to adapt them to the region's new context of human mobility and with regional governmental mechanisms (Quito Process, SICA, CRM, CSM, among others).

Purpose and objective

The review will have a primary objective of mapping gaps and strengths of the inter-agency coordination systems in response to mixed movements at the regional level, and formulating concrete and realistic recommendations to avoid duplication, improve efficiency, cover the gaps, and reinforce the aspects identified as good practices or strengths of the current mechanisms. More specifically the review will aim to:

- Map the current existing regional and national interagency coordination mechanisms and the links between them.
- Typify and categorize each of them to understand their mandate, geographical footprint, target population, leadership role, membership, sectors covered, and type of governance (government-led, UN-led, shared governance, etc.)
- Evaluate the interagency mechanisms' joint efficiency, complementarity, and interconnection at regional level.
- Identify gaps, challenges, duplications/overlaps as well as strengths and good practices to be kept or replicated in the region.
- Analyze the links between these regional mechanisms and host countries' national and regional governmental/ institutional bodies (e.g., Proceso de Quito, MIRPs. CSM, CRM, Mercosur, LAC declaration, etc.).
- Identify the current information products available for a collaborative and effective analysis of the needs and the response.
- Analyze the demands for coordination and information management from involved stakeholders (Local, national, and international NGOs, UN agencies, local authorities, civil society networks and forums, faith-based and faith-sensitive networks, donors, etc.).
- Elaborate concise and feasible recommendations to adapt the existing interagency coordination mechanisms in response to mixed movements in the region to cover the gaps identified, improve joint efficiency, avoid duplications, and reinforce the aspects identified as good practices or strengths of the current mechanisms.

Scope

The review will assess the implementation of the regional coordination mechanisms structure in LAC, in relation to coordination, needs assessment, strategic planning, advocacy, fundraising strategies, information management and monitoring of the response and its results. The review will use response

planning documents such as RMRPs and HRP in the region and their subsequent revisions (2019-2023), specific humanitarian plans and other collective strategies and plans that might have been developed in response to the regional mixed movements emergencies. In addition, the review will consider all relevant planning and other documents, such as similar studies to ensure the appropriate focus of the review. The exercise will be conducted on a regional basis and their relations/links with national coordination mechanisms. Countries that can complement the analysis of information and evidence to facilitate recommendations at the regional level will be consulted during the review.

Criteria

This exercise is framed within the criteria the Development Assistance Committee of the Organization for Economic Cooperation and Development (DAC-OECD) defines. In line with the principles for using the criteria, the objectives of the exercise, and the United Nations Evaluation Group (UNEG) norm of utility and standard of evaluability analysis, the criteria of relevance, coherence, effectiveness, impact, and sustainability have been prioritized.

Review questions

The review will answer the following key overarching topics responding to the strategic priorities:

- Inclusiveness of mechanisms (donors, civil society, local actors, affected population, host communities, etc.);
- Scope of the mechanisms/mandate in terms of the target population, countries, roles mandates, and autonomy, etc;
- Articulation between countries as well as between local, national, and regional levels;
- Existing best practices from existing regional coordination mechanisms;
- What is to be kept/reinforced and what is to be suppressed/ merged?;
- Limitations that may affect a potential reconfiguration of coordination mechanisms;
- Strategic coordination and operational coordination.
- Funding and sustainability of coordination mechanisms.
- Support and complementarity of regional coordination mechanisms with the response provided by states.

The review criteria are outlined below:

- Relevance/coherence of the planning, design, and implementation processes of regional coordination mechanism and links with national levels, policies, and priorities; aid effectiveness principles; mandates, and individual agency policies, and comparative advantages in terms of their responsiveness and alignment with country needs;
- Coherence of the coordination mechanisms in order to add value/avoid duplication/complement other efforts in the given context at the regional level?;
- Effectiveness and impact of coordination mechanism in achieving their stated objectives and any intended or unintended long-term effects, including funding mobilization;

- Sustainability of the mechanisms given the level of ownership generated, leadership and governance, effective partnerships established, and capacity strengthened through this process.

A matrix will be prepared during the inception phase in which sources of data (including documents, information, and data asked of all agencies involved in the response, methods and criteria will be defined for each review question). The draft inception report will allow for the Reference Group to provide more detailed feedback on the proposed methodology and approach.

Methodology

The review will be conducted by an external consultant(s) under the supervision of the Review Management Group, composed of IOM, UNHCR and OCHA. The methodology will consist of an extensive documentation review, structured and semi-structured interviews or/and electronic surveys with key staff and partners, affected population and host communities, to take stock of existing mechanisms and practices, including country visits (locations will be agreed upon with the different working groups established, ideally four countries will be visited, the selection of countries will be based on the mechanisms to be reviewed and findings received in the inception phase). Focus group discussions and/or community consultations will be also considered and the possibility of remote interviews or surveys if physical visits become challenging due to unforeseen circumstances. The review will employ mixed methods (qualitative, quantitative) and several data collection tools. Various data collection tools will facilitate the triangulation of information collected, thereby increasing the reliability of the findings, lessons learned, good practices and recommendations presented in the report.

Ethics, norms and standards for the review

The review of regional Interagency coordination mechanisms in response to human mobility in the LAC region abides by the Norms and Standards of the UN Evaluation Group (UNEG). It expects all review stakeholders to be familiar with the Ethical guidelines for the evaluation of UNEG and the consultant(s) with the UNEG code of conduct for evaluation in the UN System as well. These included the principles of impartiality, confidentiality, ensuring informed consent, and protection.

Deliverables

The consultant(s) is(are) expected to provide the following deliverables:

- Document with the map the current existing regional and national interagency coordination mechanisms and the links between them. (English and Spanish).
- Inception report outlining data collection processes and analysis, including a matrix with further refinement of Review questions. (Spanish).
- Presentation or brief of the initial findings and recommendations of countries to visit. (Spanish).
- Draft of the report submitted for comments. (Spanish).

- Report on current gaps and strengths of the regional inter-agency coordination systems. (English and Spanish).
- Workshop for Review users, including validation of recommendations. (Spanish).
- Final report (English and Spanish).
- Review brief (according to the template). (Spanish).
- Two-pager summarizing the main findings and recommendations. (English and Spanish).
- Final presentation of the report. (Spanish).

In addition, periodic progress reports, meetings or check-ins will take place to keep stakeholders updated.

Specifications of roles

In order to provide different coordination and governance spaces, the following working groups for the review exercise will be created:

- Reference Group, composed of different stakeholders involved as civil society/NGOs (represented by LAC RMD Coalition), UN Resident Coordinators (represented by UNDCO in Panama), International Federation (in representation of the Red Cross and Red Crescent Movements), humanitarian donors (represented by AECID and DG ECHO), and UN involved in humanitarian coordination (IOM, UNHCR and OCHA). This group will be the central forum and the decision-making space for the review exercise including approval of the terms of reference, work plan, provide advice and support to the management group and consultants team, identifying priority questions for the review to address and support data gathering, methodology, recommendations, and review and provide appropriate and timely feedback on draft documents related to revision (validation of the final external review report).
- Management Group composed of IOM, UNHCR and OCHA. Focal points of each organization will integrate this group with the technical capacity to elaborate the terms of reference, contracting of consultants and assessing their performance. Also, ensure the independence of the review process and results, and provide quality control and inputs throughout the entire evaluation to ensure that it meets agreed criteria and standards.
- Secretariat of the Reference Group, represented by IOM, UNHCR and OCHA, who will be responsible for the organization and chairing of the Reference Group meetings.

The reference group will hold regular meetings to review the consultant's progress and deliverables, as well as validations and document reviews.

Schedule

- I. Month 1 – Month 2, Preparations and Scoping Phase: to be conducted by the management group. During the scoping phase (1) the scope of the Review will be further refined considering inputs from the Reference Group members, clearly defining what aspects will be included in the scope of the Review, (2) the work plan will be defined in more detail, (3) data sources will be identified, and (4) security and access issues will be reviewed. The scoping phase will consist of a desk exercise (there will be no scoping mission to the field).

- II. Month 3 – Month 4, Team Selection & Recruitment: The Consultant team will be recruited based on the Terms of Reference.
- III. Month 4 – Month 6, Inception Phase: The Consultant team will conduct this. It will include field visits to selected locations to be agreed upon with the reference group; ideally four countries will be visited.
- IV. Month 6 – Month 8, Review and Reporting Phase: following the field missions, the Consultant team will analyze data, information and other material collected, and prepare the draft of the Review report.
- V. Month 9 – Month 10, Final report: This includes revisions and incorporation of reference group recommendations to the Review report until approval of the final version.
- VI. Month 10 and following, Dissemination of Results: Results will be socialized with stakeholders.

Budget

IOM expects the bidder to submit an all-inclusive budget for the assignment based on their proposed methodology.

Consultants Qualifications

- (1) At least 15 years of evaluation experience (or 10 years of evaluation experience and an advanced degree in social and political sciences).
- (2) Experience with global, regional or country-level strategy evaluations.
- (3) Advanced knowledge and skills in categorization, mapping, and mixed methods.
- (4) Strong background and expertise in conducting quantitative and qualitative data analysis.
- (5) Knowledge of English and Spanish languages is mandatory.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

SERVICE AGREEMENT
between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

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

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

- (a) **Annex A** - Bid/Quotation Form
- (b) **Annex B** - Price Schedule
- (c) **Annex C** - Delivery Schedule and Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

Except for Annex [X] (“IOM Terms and Conditions for European Union Funded Service Type Agreements”), in the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”): [Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]) (the “Service Fee”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:
Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

- 4.1 The Service Provider warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;

- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
 - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
 - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
 - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
 - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
 - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
 - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;

- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

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

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

- 5.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.3 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

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

13. Use of IOM Name, Abbreviation and Emblem

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

14. Status of IOM

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

15. Indemnity

The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of

any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. Waiver

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

17. Termination

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

18. Severability

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

19. 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.

20. Final Clauses

- 20.1 **This Agreement will enter into force upon signature by both Parties.** It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

- 20.2 Amendments may be made by mutual agreement in writing between the Parties-
- 20.3 This Agreement is made in English and [other language]. In case of discrepancy between the language versions, the English version shall prevail.

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

For and on behalf of
The International Organization for
Migration

Signature

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

IOM TERMS AND CONDITIONS FOR EUROPEAN UNION FUNDED SERVICE-TYPE AGREEMENTS

[Name of Service Provider/Contractor/Supplier] (the “**Company**”) acknowledges and agrees that as the funding for this agreement (the “**Agreement**”) derives from the European Union (“**EU**”), the following provisions are required and are to be read in conjunction with the provisions of the Agreement. This Annex forms an integral part of the Agreement. In case of discrepancies between the Agreement and the provisions of this Annex, the latter shall prevail.

This Agreement concerns the provision of services, supplies, activities and deliverables, as applicable (the “**Services**”) to be provided by the Company.

Communication and Visibility

1. The official name and emblem or logo (as applicable) of IOM and the EU may only be used by the Company in connection with the Project and with the prior written approval of IOM.
2. If as part of the Services information shall be given to the press and/or to the Final Beneficiaries⁶ by the Company, then the Company shall include in all acknowledgements to the press and/or Final Beneficiaries, as well as in all related publicity material, official notices, reports and publications that the Services were carried out “*with funding by the European Union*” and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. The content of any publications by the Company pertaining to the Services, in whatever form and whatever medium, including the internet, shall be agreed in advance with IOM and shall carry the following disclaimer: “*This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.*” This clause shall not apply in case this Agreement pertains to the provision of supplies or recurring supplies.
3. If during the provision of the Services under this Agreement, equipment, vehicles or major supplies are used, or permanent installations are set up for future use as part of the Services, the Company shall if so requested by IOM display appropriate acknowledgement on such vehicles, equipment, major supplies or permanent installations, including the display of the EU logo (twelve yellow stars on a blue background). The Company shall immediately alert IOM of any security risk resulting from such display, whereupon the Parties shall consult in order to reposition or remove the display, at IOM’s sole discretion and at no extra cost. This clause shall not apply in case this Agreement pertains to the provision of supplies or recurring supplies.
4. IOM and the Company shall consult immediately and endeavour to remedy any detected shortcoming in complying with the Communication and Visibility requirements of this Annex. This is without prejudice to measures IOM may take under the Agreement in case of substantial breach of an obligation.

Data Protection

5. The Company shall ensure appropriate protection of personal data. Personal data shall be:

⁶ Final Beneficiary means a natural or legal person ultimately benefitting from the funding provided under the EU Agreement.

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

Other obligations

6. The Company shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Company shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
7. The Company shall refrain from any action which may give rise to a conflict of interests. A conflict of interests shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing this Agreement is compromised.
8. The Company shall immediately notify IOM if it has or if it becomes aware that persons having powers of representation, decision making or control over the Company:
 - (i) have been the subject of a final judgement or of a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; or
 - (ii) have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the EU's financial interest.
9. The Company acknowledges and agrees that IOM shall inform the EU of any of the situations referred to in Article 8 of this Annex. The Company further acknowledges and agrees that the EU may introduce this information in the EU's Early Detection and Exclusion System and may publish it on the website of the European Commission. The Company shall immediately inform IOM when it becomes aware that transmitted information needs to be rectified, updated or removed.

Archiving

10. For a period of 7 (seven) years after the completion of the Services or up to the date until any on-going verification, appeal, litigation or pursuit of claim or investigation has been disposed of, if the latter lasts longer, or as otherwise notified by IOM to the Company, the Company shall keep and make available all relevant information (originals or copies) related to the Agreement as per clauses 11 to 15 below.

Access and Financial checks

11. The Company acknowledges and agrees that IOM shall inform the competent bodies of the European Union of irregularities and fraud detected in the performance of the Agreement and the measures taken by the Company in response thereto.
12. Personnel of the competent bodies of the European Union⁷ shall have the same access to all financial records, supporting documents, statistical records and all other records relevant to the Services as IOM under the Audit Article of the Agreement.
13. To that end, the Company undertakes to provide officials of IOM, European Commission, or any other authorised representatives, upon request, information and access to any documents and computerised data concerning the technical and financial management of Services paid under this Agreement, as well as grant them access to sites and premises at which Services are carried out. The Company shall take all necessary measures to facilitate these checks. The documents and computerised data may include information which the Company considers confidential. Such information once provided to the European Commission, or any other authorised EU representatives, shall be treated in accordance with EU confidentiality rules and legislation. Documents must be accessible and filed in a manner permitting checks, the Company being bound to inform the European Commission of the exact location at which they are kept. Where appropriate, the Company may agree with IOM to send copies of such documents for a desk review.
14. Where applicable, the desk reviews, investigations and on-the-spot checks referred to in Articles 12 and 13 of this Annex shall refer to a verification which shall be performed in accordance with the verification clauses agreed between the EU and IOM.
15. The competent bodies of the European Union or IOM shall inform the Company of the planned on-the-spot missions by representatives appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

Termination

16. In the event of termination of the EU Agreement, IOM shall promptly notify the Company, whereupon this Agreement shall terminate with immediate effect or on a later date if so indicated by IOM, and the Company shall be entitled to payments in accordance with the relevant Article of the Agreement dealing with termination.

⁷ For the purposes of this Annex, reference to the competent bodies of the European Union includes the European Anti-Fraud Office and the European Court of Auditors.

SECTION 7: PROPOSAL FORMS

Form A: Proposal Confirmation

Form B: Checklist

Form C: Technical Proposal Submission

Form D: Proposer Information

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification

Form G: Format for Technical Proposal

Form H: Format for CV of proposed key personnel

Form I: Statement of Exclusivity and Availability

Form J: Financial Proposal Submission

Form K: Format for Financial Proposal

FORM A: PROPOSAL CONFIRMATION

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

To: Insert name of contact person

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

From: Insert name of proposer

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

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

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

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

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

FORM B: CHECKLIST

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

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

Technical Proposal:

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

Financial Proposal:

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

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 CONFORMITY⁸

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

⁸ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		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 https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM D: PROPOSER INFORMATION



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address*

House No _____

Street Name _____

ZIP/Postal Code* _____

City* _____

Region* _____

Country* _____

Contact Information

Company Tel/Mobile: _____

Company Email*: _____

Company Website: _____

Contact Person*: _____

Contact Person Position: _____

Industry Category*:

- ☐ 0100 - Commercial Vendors
☐ 0200 - National CSOs
☐ 0300 - National Government Entities
☐ 0400 - International CSOs

- ☐ 0500 - International Organizations - Non-UN
☐ 0600 - UN entities
☐ 0005 - Individual Consultant/Non-Staff

Business Type*:

- ☐ Direct Producer/Manufacturing
☐ Reseller/Distributor/Service Provider

Provide Services/Goods Internationally*

☐ Yes

☐ No

Disability-inclusive*

☐ Yes

☐ Not applicable

Women-owned/controlled*

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

Environmental Statement*

☐ Yes

☐ No

Environmental or Energy Management System*

☐ Yes

☐ No

Product Categories (check all applicable)*

- ☐ Agriculture, Livestock and Fisheries
☐ Chemicals
☐ Clothing and Luggage
☐ Construction
☐ Consultancy and Contracted Services
☐ Finance and Administration
☐ Food and Beverage

- ☐ Fuels and Derivatives
☐ Furniture
☐ Hospitality, Events
☐ Insurances
☐ IT and Communications
☐ Land and Buildings
☐ Learning, Training and Recreation

- ☐ Legal and Investigation
☐ Logistics and Warehousing
☐ Media and Printing
☐ Medical, Drugs and Pharma
☐ NFIs – Household and Camps
☐ Office Equipment and Supply
☐ Personal Care

- ☐ Power Supply and Electric
☐ Quality Control and Environment
☐ Security
☐ Social and Humanitarian Services
☐ Tickets
☐ Tools and Machinery
☐ Vehicles and Accessories

UNGM No. _____

UN Partner Portal Reference _____

Registration Date* _____

VAT Number* _____

<https://www.ungm.org/UNUser/Home>

<https://www.unpartnerportal.org>

Country of Operations (dd-mmm-yyyy)

Licensing Auth./Type _____

License No.: _____

Reg. Date: _____

Expiry Date: _____

For additional licenses, please use the Other Information Section

dd-mmm-yyyy

dd-mmm-yyyy

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

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____

Other Information:

Notes
All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).

Vendor Name - should match IDs or registration documents.

If there is insufficient space, please use the **Other Information section**

VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* ☐ Bank Transfer

☐ Check**

☐ Cash**

☐ Others** _____

Justification for Non-Bank Payment Method** _____

Notes

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

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

Bank Name _____

Bldg and Street _____

City _____

Postal Code _____

Country* _____

Bank Account Name _____

Bank Keys _____

Account Currency _____

Bank Account No. _____

*Depending on the country

Swift Code/BIC (accounts outside U.S.A.) _____

IBAN Number (mandatory for banks in Europe) _____

Clearing No. (CHF accounts in Switzerland) _____

ABA No. for ACH (USD accounts in U.S.A.) _____

Bank Number _____

Notes

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

If awarded, please submit ID/Registration and Proof of Banking Details to IOM. Vendors are also required to comply with the UN Supplier Code of Conduct.

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

Printed Name

Position/Title

Signature

Date

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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

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

No	Name of Partner and contact information (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.

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

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

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

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

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

Signature: _____ Signature: _____

Date: _____ Date: _____

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

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION

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

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

--	--	--	--	--

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

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

Financial Standing

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

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

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

- Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- 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.		

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

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

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

FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

FORM J: FINANCIAL PROPOSAL SUBMISSION

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

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

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

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

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

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]

FORM K: FORMAT FOR FINANCIAL PROPOSAL

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

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

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

Table 1: Summary of Overall Prices

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

Table 2: Breakdown of Professional Fees

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

Table 3: Breakdown of Other Costs

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

Out-of-pocket expenses				
Other costs (specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable / Activity

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