

# REQUEST FOR PROPOSAL (RFP)

## Provision of food and catering services

RFP Reference No: RFP-BD23-034

Country: Bangladesh

Date: 28 May 2023

### SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

- Form A: Proposal Confirmation
- Form B: Checklist
- Form C: Technical Proposal Submission
- Form D: Proposer Information
- Form E: 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 [iomcxbprocure@iom.int](mailto:iomcxbprocure@iom.int) no later than 04/06/2023., 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:

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Thanchanitch Suttichote

Supply Chain Officer

## SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
<b>1. Scope</b>	<p>Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.</p> <p>Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM.</p>
<b>2. Interpretation of the RFP</b>	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.
<b>3. Supplier Code of Conduct</b>	<p>All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes <b>principles on labour, human rights, environment and ethical conduct</b> may be found at: <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a>.</p>
<b>4. Eligible proposers</b>	<p>Proposers shall have the legal capacity to enter into a binding contract with International Organization for Migration.</p> <p>A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by International Organization for Migration to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> <li>● is included in the Ineligibility List, hosted by <a href="#">UNGM</a>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>● is included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a>, including the <a href="#">UN Security Council Resolution 1267/1989 list</a>;</li> <li>● is included in the <a href="#">World Bank Corporate Procurement Listing of Non-Responsible Vendors</a> and <a href="#">World Bank Listing of Ineligible Firms and Individuals</a>.</li> <li>● Other sanctions lists, if applicable, as per the discretion of the IOM.</li> </ul>
<b>5. Proprietary information</b>	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.
<b>6. Publicity</b>	During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.
SOLICITATION DOCUMENTS	
<b>7. Clarification of solicitation documents</b>	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>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
<b>8. Amendment of solicitation documents</b>	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p>
<b>PREPARATION OF PROPOSALS</b>	
<b>9. Cost of preparation of proposal</b>	<p>The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>10. Language</b>	<p>The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.</p>
<b>11. Documents establishing eligibility and qualifications of the proposer</b>	<p>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.</p>
<b>12. Technical proposal format and content</b>	<p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
<b>13. Financial proposal</b>	<p>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<b>14. Currencies</b>	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> <li>• IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure.</li> <li>• In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.</li> </ul>
<b>15. Duties and taxes</b>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p>

<b>16. Proposal validity period</b>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<b>17. Proposal security</b>	<p style="text-align: center;">○ Not Applicable</p>
<b>18. Joint Venture, Consortium or Association</b>	<p>Not Allowed.</p>
<b>19. Only one proposal</b>	<p>The proposer shall submit only one proposal,</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>● they have at least one controlling partner, director, or shareholder in common; or</li> <li>● any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>● they have the same legal representative for purposes of this RFP; or</li> <li>● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process;</li> <li>● they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.</li> </ul>
<b>20. Alternative proposals</b>	<p>Not Allowed</p>
<b>21. Pre-proposal conference</b>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p>

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

	<ul style="list-style-type: none"> <li>• verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with International Organization for Migration, its employees or agents;</li> <li>• attend any pre-proposal conference if it is mandatory under this RFP;</li> <li>• fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and</li> <li>• form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.</li> </ul> <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.</p>
<p><b>25. No material change(s) in circumstances</b></p>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;</li> <li>• a change to any information on which IOM may rely in assessing proposals.</li> </ul>
<p><b>SUBMISSION AND OPENING OF PROPOSALS</b></p>	
<p><b>26. Instruction for proposal submission</b></p>	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p>
<p><b>27. Deadline for proposal submission</b></p>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<p><b>28. Withdrawal, substitution and modification of proposals</b></p>	<p>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p>

	<p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM's cost.</p>
<b>29. Storage of proposals</b>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p>
<b>30. Proposal opening</b>	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>The proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<b>31. Late proposals</b>	<p>Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.</p>
<b>EVALUATION OF PROPOSALS</b>	
<b>32. Confidentiality</b>	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
<b>33. Evaluation of proposals</b>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary examination</li> <li>b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done)</li> <li>c) Evaluation of technical proposals</li> <li>d) Evaluation of financial proposals.</li> </ol>

<p><b>34. Preliminary examination</b></p>	<p>IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.</p>
<p><b>35. Evaluation of eligibility and qualification</b></p>	<p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).</p>
<p><b>36. Evaluation of technical and financial proposals</b></p>	<p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a <b>combined scoring method</b>, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p><b>37. Post-qualification</b></p>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the proposer;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;</li> <li>f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ol>



<p><b>38. Clarification of proposals</b></p>	<p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<p><b>39. Responsiveness of proposal</b></p>	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the proposer's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.</li> </ul> <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.</p>
<p><b>40. Nonconformities, reparable errors and omission</b></p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
<p><b>41. Right to accept any proposal and</b></p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of</p>

<b>to reject any or all proposals</b>	the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.
<b>AWARD OF CONTRACT</b>	
<b>42. Award criteria</b>	Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.
<b>43. Right to vary requirement at time of award</b>	At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.
<b>44. Notification of award</b>	Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
<b>45. Debriefing</b>	In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer's submission shall not be discussed.
<b>46. Performance security</b>	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.</p>
<b>47. Bank guarantee for advance payment</b>	Not Applicable
<b>48. Liquidated Damages</b>	Not Applicable
<b>49. Proposal protest</b>	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to <a href="mailto:mscu@iom.int">mscu@iom.int</a>

### SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is RFP-BD23-034.</p> <p>The services include the Provision of food and catering Service to IOM Cafeteria in International Organization for Migration Compound as further described in Section 5 of this RFP.</p> <p>Based on the results of this competitive solicitation exercise, International Organization for Migration intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful proposer(s) for the provision of an indefinite quantity of the specified services in support of International Organization for Migration’s operations. In the event of International Organization for Migration signing Long Term Agreement(s), the following shall apply:</p> <p>The successful proposer shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from International Organization for Migration.</p> <p>The expected duration of the LTA is: one (1) year with the possibility of extension for up to two (2) additional years subject to the Supplier’s satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased is: within International Organization for Migration requirement. LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>International Organization for Migration reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of International Organization for Migration.</p> <p>The award of a contract under the LTA will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible proposers	<p><b>Bidders from all countries are eligible to bid.</b></p>
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Thanchanitch Suttichote</p> <p>Address: tsuttichote@iom.int</p> <p>E-mail address: tsuttichote@iom.int</p> <p><b>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).</b></p> <hr/> <p>Deadline for submitting requests for clarifications / questions:</p> <p><b>8 June 2023.</b></p> <hr/> <p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p>

		Direct communication to prospective proposers by email and posting on the website [enter link].
10.	Language	All proposals, information, documents and correspondence exchanged between International Organization for Migration and the proposers in relation to this solicitation process shall be in <b>ENGLISH ONLY</b> .
	Partial proposals	Submitting proposals for parts or sub-parts of the TOR is: <b>Not allowed</b>
14.	Currencies	Prices shall be quoted in <b>BDT only</b> .
15.	Duties and taxes	All prices shall: <b>Be inclusive of VAT and other applicable indirect taxes.</b>
16.	Proposal validity period	<b>120 days</b>
17.	Proposal security	<b>Not Required</b>
20.	Alternative proposals	<b>Shall not be considered.</b>
21.	Pre-proposal conference	<p><b>Will be conducted</b></p> <p><b>Time and time zone: 10 AM BD Time.</b></p> <p><b>Date : 5 June 2023.</b></p> <p><b>Venue : International Organization for Migration, Cox's Bazar Compound, Baharchara, Cox's Bazar.</b></p> <p><b>The focal point for the arrangement is:</b></p> <p><b>Name: Thanchanitch Suttichote</b></p> <p><b>E-mail: <a href="mailto:tsuttichote@iom.int">tsuttichote@iom.int</a></b></p> <p><b>The pre-proposal conference is: not mandatory</b></p> <p><b>Minutes of the pre-proposal conference will be disseminated by</b></p> <p><b>Direct communication to prospective proposers by email and posting on the website [enter link]..</b></p>
22.	Site inspection	<p><b>A group site inspection will be held as follows:</b></p> <p><b>Time and time zone: 10 AM BD Time.</b></p> <p><b>Date : 5 June 2023.</b></p> <p><b>Venue : International Organization for Migration, Cox's Bazar Compound, Baharchara, Cox's Bazar.</b></p> <p><b>The focal point for the arrangement is:</b></p> <p><b>Name: Thanchanitch Suttichote</b></p> <p><b>E-mail: <a href="mailto:tsuttichote@iom.int">tsuttichote@iom.int</a></b></p>

		<p>Proposers shall notify the focal point 1 of days in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend. The bidder must send the name and National ID no. and telephone number to <a href="mailto:tsuttichote@iom.int">tsuttichote@iom.int</a>. the bidder can only send 1 representative for one company only.</p> <p>The site inspection is: Not mandatory.</p>
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p><b>SUBMISSION BY COURIER / HAND DELIVERY:</b></p> <p>Proposal submission address:</p> <p>The Chairperson Bids Evaluation and Award Committee (BEAC) International Organization for Migration, Muktjodhha Sangshad Complex, Bijoy Shoroni, Baharchara, Cox’s Bazar, Bangladesh.</p> <ul style="list-style-type: none"> <li>▪ The proposer shall submit the Proposal in <b>one sealed outer envelope and two inner envelopes</b>, as detailed below.</li> <li>▪ Distinct, separately sealed technical and financial proposals are requested from the proposers in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. <b>Non-compliance with this instruction shall result in rejection of the proposal received.</b></li> <li>▪ The <b>outer</b> envelope must be clearly marked with the following: <b>*CONFIDENTIAL PROPOSAL - ONLY TO BE OPENED BY AUTHORISED PERSONNEL*</b> <b>Do not Open Before: 18 June 2023.</b> RFP Reference: <a href="#">Click or tap here to enter text.</a> Attention: The Chairperson, Bids Evaluation and Award Committee (BEAC)</li> </ul> <p>Proposers name and details:</p> <ul style="list-style-type: none"> <li>▪ The <b>inner</b> envelopes shall be marked as follows: <ul style="list-style-type: none"> <li>○ Both inner envelopes shall indicate the proposer’s name and address and the RFP reference number.</li> <li>○ The first inner envelope shall be marked “<b>Technical Proposal</b>” and shall contain one soft copy and insert number hard copy/ies of all the duly filled and signed Returnable Proposal Forms and other documentation <b>EXCEPT Returnable Proposal Form J: Financial Proposal Submission and Form K: Financial Proposal and other</b> price related documents if applicable. Where more than one hard copy of the technical proposal is requested one hard copy shall be marked “Original” and the other(s) marked “Copy”. In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as “Original” shall govern.</li> <li>○ The second inner envelope shall be marked “<b>Financial Proposal</b>” and include the duly completed and signed <b>Returnable Proposal Form J:</b></li> </ul> </li> </ul>

		<p><b>Financial Proposal Submission and Form K: Financial Proposal Financial Proposal Form and any other price related documents</b> if applicable. The financial proposal shall be prepared in one soft copy and Insert number hard copy/ies. Where more than one hard copy is required one shall be marked “Original” and the other(s) marked “Copy”. In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as “Original” shall govern.</p>
27.	Deadline for proposal submission	<p><b>Date: 18 June 2023</b></p> <p><b>Time: 17H00</b></p> <p><b>Time zone: Bangladesh Time.</b></p>
30.	Proposal Opening	<p><input type="checkbox"/> <b>Public proposal opening will not be held</b></p>
36.	Evaluation of technical and financial proposals	<p><b>Evaluation will be based on:</b></p> <p><input type="checkbox"/> <b>Combined scoring method using a distribution of 70%+30%. Technical proposal financial proposal</b></p> <p><b>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</b></p>
43.	Right to vary requirement at time of award	<p><b>Not Applicable</b></p>
	Contract award to one or more proposer	<p><b>International Organization for Migration will award a contract to: One Bidder Only.</b></p>
	Type of contract to be awarded	<p><b>Long Term Agreement.</b></p> <p>See Section 6: for sample contract.</p>
	Expected date for commencement of contract	<p><b>15 days after signing the contract.</b></p>
	Conditions of contract to apply	<p>See Section 6.</p>
47.	Performance Security	<p>The awarded bidder will need to deposit a refundable security amount of BDT 500,000.00 (Five Hundred thousand) to IOM which would be deposited during the entire contract period and to be refunded on the expiry, termination, or discontinuation of contract. If any damages other than regular depreciation found with the IOM assets under the service providers responsibility, the compensation will be adjusted from the security deposit.</p>
48.	Advance payment	<p><b>Not allowed</b></p>
49.	Liquidated damages	<p><b>Will not be imposed</b></p>
	Other information related to the RFP	<p><i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i></p>

## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

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

Criteria	Documents to establish compliance
Completeness of the Proposal	All documents requested in Section 2: Instruction to Proposers have been provided and are complete.
Proposer accepts International Organization for Migration 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

### 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:	
<b>Minimum Three (3) years of relevant experience.</b>	Form F: Eligibility and Qualification
<b>Minimum Three (3) contracts of similar value, nature and complexity implemented over the last Three (3) years.</b>	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 BDT 10,000,000.00. for the last three years.	Copy of Bank Statements for the last Three (3) years. Form F: Eligibility and Qualification

### Technical Evaluation Criteria

Criteria		Score
<b>1. Specific experience of the Service Providers relevant to the assignment: [Max 20 points]</b>		
1) Similar food and catering service experience in Bangladesh in terms of the Scope, Cost and subject matter (i.e. Provision of food and Catering Services carried out on behalf of UN and INGOs, NGOs, reputable local restaurants, hotel, outside events, and other occasions)	<b>3 or more</b> past or current assignments <b>involving Provision of food and catering services</b> with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Bangladesh.	<b>20</b>
	<b>2</b> past or current assignments <b>involving Provision of food and catering services</b> with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Bangladesh.	<b>10</b>
	<b>1</b> past or current assignments <b>involving Provision of food and catering services</b> with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Bangladesh	<b>5</b>
<b>2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 40 points]</b>		
1) Terms of Reference. The bidder must develop its own Terms of reference to ensure that required food and catering services are provided in line with the responsibilities. The bidder is fully responsible for his/her employees 'attitude, hygiene standard (including wearing hat, gloves in the process of food preparation and service), cleanliness of the designated area in cafeteria, also general solid waste collection and disposal allocated area inside and outside IOM premises.	<b>Very Good</b> presentation of organization in area of operation i.e, with suitable assignment of staff	<b>20</b>
	<b>Good</b> presentation of organization in area of operation i.e, with suitable assignment of staff	<b>10</b>
	<b>Fair</b> presentation of organization in area of operation i.e, with suitable assignment of staff	<b>5</b>
2) Organization and staffing. The bidder will present the organigram	<b>Very Good</b> presentation of organization in area of operation i.e with suitable assignment of staff	<b>20</b>



or the list and required number of the employees working in the cafeteria during the opening hours such as cooks, servers, coffee makers, cleaning persons, etc. the bidders should employ its own laborers.	<b>Good</b> presentation of organization in area of operation i.e with suitable assignment of staff	10
	<b>Fair</b> presentation of organization in area of operation i.e with suitable assignment of staff	5
<b>3. Key professional staff qualifications and competence for the assignment: [Max 20 points]</b>		
Qualifications and Number of years of experiences of <b>Chef</b>	Certification in Cookery and Experience of 3 years or more Years in <b>cooking at reputable local restaurant hotels/organizations and supervision of kitchen staff</b>	20
	Certification in Cookery and Experience of 2 years or more Years in <b>cooking at reputable local restaurant hotels/organizations and supervision of kitchen staff</b>	10
	Certification in Cookery and Experience of 1 years or more in <b>cooking at reputable local restaurant hotels/organizations and supervision of kitchen staff</b>	5
<b>4. A list of pre-established set menu for lunch &amp; breakfast as well as la carte menu for presentation: [Max 20 points]</b>		
Presentation of the list of a la carte Menu for food and drink (Breakfast and Dinner) with the reduced price (including hot drinks (tea, coffee, chocolate etc.), soft drinks (fruit juice, sodas, etc.), desserts (biscuits, cakes, Ice-cream etc.)  As also Set menu for breakfast & lunch for the national staffs should also be provided	<b>Very Good</b> presentation a list of a la carte Menu of Food and Refreshments (Breakfast, Lunch and Dinner)	20
	<b>Good</b> presentation a list of a la carte Menu of Food and Refreshments (Breakfast, Lunch and Dinner)	10
	<b>Fair</b> presentation a list of a la carte Menu of Food and Refreshments (Breakfast, Lunch and Dinner)	5
<b>5. A list of pre-established Buffet menu for 2-week presentation: [Max 20 points]</b>		
Presentation the Buffet Menu for food (Lunch) with reduced price such as soup, salad, and main course (rice, spaghetti, fish, white meat, vegetable, etc)	<b>Very Good</b> presentation Buffet Menu of Food for Lunch	20
	<b>Good</b> presentation Buffet Menu of Food for Lunch	10
	<b>Fair</b> presentation Buffet Menu of Food for Lunch	5

**Weightage of Technical Evaluation: 70%**

**Financial Evaluation Criteria**

- i) For buffet menu, the proposed price from the bidders against the suggested buffet items will be compared and the lowest bidder will get the highest mark in this financial evaluation segment. (Total marks – 15)
- ii) For the set menu for lunch & breakfast as well as la carte menu, the prices as quoted by the bidders will be justified with current market price. (Total marks – 15)

**Weightage of financial Evaluation: 30%**

## SECTION 5: TERMS OF REFERENCE

### Terms Of Reference

#### The provision of Food and Catering Services for IOM Cox's Bazar Office, Bangladesh

##### (i) Background information.

- The purpose of this TOR is to establish an Agreement for the provision of Food and Catering Services at International Organization for Migration, Cox's Bazar as follows:
- Both Setting up and running a cafeteria for IOM Staff Members and official visitors and Providing food and catering services for conferences/workshops held at IOM premises.
- IOM intends to sign a one (1) year Agreement, which may be extended at the approval of both parties for an additional one (1) year.
- IOM office in Cox's Bazar is located at the following address: Motel Road, Cox's Bazar.
- There are around 200 personnel in the office.
- The average size of Conferences is between 10 to 30 persons in general and are held regularly in the office compound – around 2-4 conferences are held per month.
- The service provider will not be allowed to take food outside of the IOM compound. The non-respect of this provision will result in the termination of the contract.
- Financial offers:

Bidders shall submit individual prices for each item for the cafeteria; and for the catering service providers shall come up with sample meals (morning/afternoon snacks & lunch menu) based on the meals/drinks and individual prices offered for the canteen.

##### (ii) Scope of Work.

#### Cafeteria

##### 1) Responsibilities of the contractor:

- The contractor is responsible for provision of food and beverages for catering purposes including Snacks, hot drinks (tea, coffee, hot chocolate etc.), soft drinks and water and etc, desserts, hot & cold snacks as well as lunch meals for IOM staff.
- The contractor is requested to set-up, serve, dismantle and clean the catering stations, when requested.
- The contractor is requested to provide daily food and catering services, as per IOM working days and operation hours from Sunday through Thursday of each week including the holy month of Ramadan. The proposed time of the required service: from 8h00 – 16h30, lunch from 12h00 – 14h00.
- Weekend days are Fridays and Saturdays. Service may be required during public holidays if they are considered as working days in IOM office, whereas no services will be required during UN holidays.
- The contractor is also expected to designate personnel to provide desk to desk delivery for ordered beverages and meals directly to staff offices, if so requested by IOM, as well as collecting back the used cutlery and cash payment.

- The contractor is responsible for the cleanliness of the cafeteria area, dining area (tables, chairs & floor), utensils and cooking equipment and toilets at the cafeteria area. The contractor's personnel must keep the cafeteria very clean and tidy at all times. The required high level of hygiene standards are listed below.
- The contractor is also responsible for general solid waste collection and disposal to allocated areas outside IOM premises as per standards considering the environmental principals of waste collection and disposal. Recyclable materials (paper/cardboard, plastic bottles and plastic containers free of food waste, and cans – aluminium and steel), will be separated at the cafeteria level by users, segregated collection bins will be provided by IOM, but the contractor will ensure that the recyclables segregation area are kept clean and with clear and visible instructions on the waste segregation program.
- IOM is responsible to provide the location, furniture, dispenser and all necessary operating equipment for the catering services such as fridge, microwave, cooker, deep fry etc. Bidder will be responsible for serving & providing refillable dishes, forks, knives, bowls, cups etc. Bidder to propose the number and quality of such kitchen accessories.
- Bidders to include in their offer the type and quantity of the different equipment needed - without prices. IOM will assess the equipment list, however, reserves the right to choose what equipment to purchase which the awarded bidder will work with in the cafeteria. The cost of acquisition of the equipment by IOM will NOT be considered in the financial evaluation of the service providers' offers.
- The contractor is responsible to provide clean commercial drinking water for tea, coffee, etc. and cooking purposes. The use of tap water in preparation of food & beverages is not accepted. The contractor will also be responsible for ensuring installation of water dispensers and their cleaning on a regular basis, a minimum every month, and will provide to IOM receipts of disinfection signed by the commercial water contractor as proven evidence.
- The contractor is responsible for the safety, maintenance, and condition of IOM cafeteria facility.
- The contractor is responsible to appoint a contact person that will deal with IOM requests. The contact person or a replacement shall always be available via phone during normal working hours. The contact person or the replacement shall be able to communicate easily in English and Bangla.
- The contractor is responsible to provide the required number of employees, as requested to provide the required services. The contractor should employ its own laborer's according to the Bangladesh Labor Law (Catering service).
- The contractor should develop its own work plan to ensure that required catering services are provided in line with the responsibilities assigned above. The contractor is fully responsible for his employees' attitude, hygiene standard (including wearing gloves and hats in the process of food preparation and service) which is complied with the agency law and regulations.
- The contractor should ensure that employees have previous work experience in large cafeterias, hotels, for a period of minimum two years and should have the knowledge and aptitude of preparing food both vegetarian and non-vegetarian.
- The contractor should provide for each employee assigned to this contract with the copy of:
  - valid ID card
  - Certification of no criminal record certificate from the competent security authorities for his employees
  - Health certificates (devoid of communicable and infectious diseases) from the concerned authorities for his employees not only the chef.
- The contractor shall ensure that staff deployed in catering services is free from any infection or communicable diseases (including coronavirus) and arrange their regular Health check Ups at least biannual. The contractor must provide Health certificate for all cafeteria workers Once a year, moreover IOM might ask for the Health certificate of the workers any time.

- The contractor is responsible to provide employees with uniform during working hours. Uniform always must be clean and tidy.
- The contractor is encouraged to send daily e-mails to IOM assigned Admin representative to announce daily promotions.

**2) General conditions and additional requirements, including maintenance of the cafeteria space, staff, and communication lines.**

The contractor is expected to offer special reduced Food & Beverage prices to IOM personnel and its official visitors.

Food must be prepared in clean, hygienic, and safe conditions, as per the approved menu, inside the IOM premises to ensure the freshness of food. Food should be presented in plates. Other items such as cakes, desserts may be prepared outside of IOM premises and brought to the office as readymade, according to Bangladeshi food hygiene standards.

The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, after every meal (breakfast, lunch, snacks) and will be disinfected once in a week or as required.

High quality of hygiene, sanitation and safety should be maintained at kitchen and dining halls. All the surrounding area of the canteen premises should be cleaned and washed daily.

The cafeteria will be opened at 8.00 a.m. and will be closed by 4.30 p.m. any changes in the timings needs to be approved by IOM Supply Chain Unit.

Food is served through counters on self-service basis or using the grab and go method as well to be provided to the IOM staff based on the request. The used cutlery to be collected from dining tables to be washed.

After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, glass ware, spoons, forks, knives etc., are to be collected through the plates-clearing platform with solid waste segregation (3 bins for recyclables and non-recyclable solid waste) and trays clearing trolleys, cleaned in soap solution and hot water and dried or by using the industrial dish washer and kept ready for next meal. All the cookware should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of quality approved.

Food, coffee, juice etc. should be served to offices and meetings for Official purposes when required only with standard cups (Ceramic) or glass.

Cleaning of dining tables should be carried out regularly and after each customer use. The wiping cloth should be cleaned and must be stored in a sanitizing solution.

Kitchen to be kept clean all the time and should be washed after cooking every meal with water and soap solution.

IOM premises including the cafeteria area is a smoke free environment and the employees of the contractor and the catering staff are expected to honour this policy.

Moreover, the sale of tobacco products (cigarettes) is not allowed in IOM premises.

The sale of alcohol products and pork-based meals is prohibited in IOM cafeteria.

There will be no single-use plastic items used for catering services within IOM premises.

The full contract period begins on the date of signature of the contract for a period of one year and subject to satisfactory performance may be renewed for another year. It will be renewed through mutual agreement of both parties. The responsibilities of the contractor will be used as a performance indicator in the evaluation process.

The contractor should provide the agreed prices of items contained in the menu. Prices for any additional items should be approved by IOM Office, Cox's Bazar. Contractor is not allowed to change the agreed price of any item

on the menu list. Any changes in the price of the menu could be reviewed upon mutual agreement between the contractor and IOM based on the significant change in the pricing at the local market, but not more than twice a year.

Pricing and types of materials in the cafeteria should be agreed by both parties (IOM and the contractor).

**All prices agreed must already be inclusive of all applicable taxes (VAT, etc.)**

The contractor should provide detailed bills for staff members include dates, value, & specification.

The contractor should ensure speed of delivery and high quality of services and food.

The contractor should be responsible for any damage or vandalism caused by his employees inside IOM premises & Cafeteria equipment which are against its existing procedures and safety regulations.

A warning letter will be raised against any default or breach of these terms. After 3rd warning the contract may be terminated.

The contractor should refer to Supply Chain Unit for contractual issues.

**3) IOM Office Cox's Bazar will provide:**

- A cafeteria area in IOM Office Cox's Bazar consisting of:
  - i. Dining area
  - ii. Storage area
  - iii. Kitchen area
  - iv. Covered entrance to the canteen.
- free of charge use of the cooking area by IOM Staff Members and official visitors, including already installed equipment.
- free of charge consumption of water for cleaning
- free of charge consumption of electricity
- **drinking water and gas for cooking shall be provided by the contractor.**
- IOM reserves the right to inspect and oversee the functioning of canteen in all respect, with a view to ensure hygiene and efficient services as well as with regards to fulfilment of the terms and conditions of this contract.
- IOM is not responsible for any loss or damage that may occur for materials used and stored inside the cafeteria.
- IOM has the right to terminate the contract at any time by giving one month written notice.
- IOM will have the right to visit the cafeteria at any time during the contract to assess and evaluate the contractor's compliance with the contract terms.

**4) For the proposed menu please see the technical evaluation section in this document.**

**5) Minimum hygiene and health required standards:**

- Raw materials received are branded ones and stored properly.
- Food prepared properly and stored properly under Hygienic conditions.
- Prepared items covered properly. When delivering F&B to staff office, the Food & Beverage plates and cups covered decently throughout delivery; till it reaches clients.
- Utensils are properly cleaned.
- Floors are hygienically cleaned.

- All cafeteria staff are to wear clean uniform.
- All kitchen staff are in clean uniform with name tags and wearing gloves and caps.
- Potable Drinking water cups arrangements neatly done.
- Utensil washing area is properly maintained.
- Dining hall, chairs and tables in cafeteria properly cleaned.
- All items as per Menu provided.
- All items in orderly and Presentable manner
- Fingernails of the canteen staff are trimmed and clean. Daily personal hygiene is observed by the cafeteria staff.
- Storage area/ fridge is clean.
- Exhaust system is working.
- Garbage disposal done regularly in line with the environmental requirements by the service provider.
- The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases, including COVID-19, and arrange their regular Health check Ups at least biannual. Awarded supplier must provide Health certificate for all cafeteria workers.
- In view of the COVID pandemic, all staff employed by the contractor must go through a temperature check when entering the IOM office compound as well as must sanitize their hands at the time of entering the IOM compound and wear clean masks all the time within the perimeters of the IOM compound (not only in the kitchen area). Providing the masks will be the responsibility of the contractor. IOM reserves the right to deny the entrance of the contractor's staff in case s/he is not wearing a mask. In case of any of the contractor's staff working in the IOM compound got infected with COVID, the contractor shall immediately inform the IOM contract manager accordingly and take immediate appropriate action.

#### **6) Prices and Payment.**

- a) All prices shall be in BDT, already be inclusive of all applicable taxes (VAT, etc.)
- b) Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation (if not already present) of equipment, maintenance of canteen area, salary of personnel, all overhead cost and profit margin).
- c) For the cafeteria services mentioned above, the customers will make payments directly at the counter by Cash or by cards (Visa/Master). IOM as a legal person will not pay for the cafeteria services, only customers as natural persons.

#### **Catering Service for Conferences**

##### **1) Responsibilities of the contractor:**

The contractor is responsible for the provision, delivery, preparation and distribution of meals and drinks during meetings, trainings, conferences, and workshop sessions organized within the compound of IOM Office, Cox's Bazar as required.

Contractor shall be responsible for arranging the official dinner/lunch/tea/coffee breaks.

IOM will inform the contractor of the exact date of the conference, the number and time of meals (Coffee breaks, Refresher Drinks and Warm Buffet Lunch) requested and any specific requirements, etc. minimum 3 working days before the conference event takes place.

Weekend days are Fridays and Saturdays. Service may be required during public holidays if they are considered as working days in IOM office, while no services will be required during UN holidays.

Contractor shall prepare the food in IOM's premises. Contractor shall use IOM's kitchenette and kitchen equipment, as necessary for the preparation of the meals.

Service provider to include in their offer the type and quantity of the different equipment needed - without prices. IOM will assess the equipment list, however, reserves the right to choose what equipment to purchase which the awarded bidder will work with in the cafeteria. The cost of acquisition of the equipment by IOM will NOT be considered in the financial evaluation of the bidders' offers.

The contractor is responsible to provide clean commercial drinking water for tea, coffee, etc. for cooking purposes. The use of tap water in preparation of meals & drinks is not accepted.

The contractor is responsible to appoint a contact person that will deal with IOM requests. The contact person or a replacement shall always be available via phone during normal working hours. The contact person or the replacement shall be able to communicate easily in English and Bangla.

The contractor is responsible to provide with the required number of employees, as requested to provide the required services. The contractor should employ its own staff's according to the Bangladesh Labour Law. (Catering service).

The contractor should develop its own TORs to ensure that required catering services are provided in line with the responsibilities assigned above. The contractor is fully responsible for his employees' attitude, hygiene standard (including wearing gloves and hats in the process of food preparation and service) which is complied with the agency law and regulations.

Food must be prepared in clean, hygienic, and safe conditions, as per the previously approved menu.

High quality of hygiene, sanitation and safety should be maintained in the kitchen of the canteen.

Food is served in a buffet system basis through counters or self-service basis using the grab and go method; The used/delivered cutlery needs to be hygiene, clean & standard.

After every meal (morning/afternoon snacks, lunch) all the plates, cups, glassware, spoons, forks, knives etc., are to be collected by the contractor's assigned personnel.

Food, coffee, juice etc. should be served only with standard dish/cups (Ceramic) or glass.

Dishes, mugs, cups, glasses, trays, and cutlery will be provided by the service provider.

## **2) Meal Plan, Cancellations and Conditions of the Contract**

The standard meal plan for the conferences is as follows:

- a. Coffee Breaks: 2 breaks per day (1 per half day), with coffee, tea, and snacks. Sample menu selection must be provided separately with technical documents and should be in line with Annex B of this tender.

Morning coffee break in general will be held at 10:30 to 10:45; afternoon coffee break will be held in general from 15:00 to 15:15

- b. Refresher Drinks: 1 litre of water per day per participant (0.5 litre bottled per half day)

- c. Warm Buffet Lunch: sample menu selection has to be provided separately with technical documents and should be in line with the technical evaluation section. Warm Buffet Lunch will be held in general from 12:00 to 14:00.

**The exact same meals/drinks shall be offered for the catering service menus as for the cafeteria,**

All meals will be served in the meeting room, which will be the responsibility of the contractor, therefore contractor must deploy personnel, dishes, glasses/cups, cutlery, serving trays/food warmers, etc. in the meeting room. Service provider to offer the number of quantities of those items.

- Cancellation of previously ordered meals:

- Morning coffee break and morning refresher drink: IOM shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 9:00am on the day of the conference.
- Warm Buffet Lunch: IOM shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 10:00am on the day of the conference.
- Afternoon coffee break and morning refresher drink: IOM shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 12:00pm on the day of the conference.

IOM premises including the conference area is a smoke-free environment and the employees of the contractor are expected to honour this policy.

Moreover, the delivery of tobacco products (cigarettes) is not allowed into IOM premises.

The delivery of alcohol products and pork-based meals is prohibited in IOM premises.

There will be no single-use plastic items used for catering services within IOM premises.

The full contract period begins on the date of signature of the contract for a period of one year and subject to satisfactory performance may be renewed for another year. It will be renewed through mutual agreement of both parties. The responsibilities of the contractor will be used as a performance indicator in the evaluation process.

The contractor should provide the agreed prices of items contained in the menu. Contractor is not allowed to change the agreed price of any item on the menu list. Any changes in the price of the menu could be reviewed upon mutual agreement between the contractor and IOM based on the significant change in the pricing at the local market, but not more frequent than twice a year.

The contractor should provide detailed bills after providing the catering service including the date, quantity and unit price per meal (morning snack / lunch / afternoon snack), total value, Purchase Order number.

The contractor should ensure speed of delivery and high quality of services and food.

The contractor should be responsible for any damage or vandalism caused by his employees inside IOM premises which are against its existing procedures and safety regulations.

A warning letter will be raised against any default or breach of these terms. After 3rd warning the contract may be terminated.

The contractor should refer to Supply Chain Unit for contractual issues. Focal points will be communicated to the awarded bidder.

IOM will have every right to inspect and oversee the functioning of the kitchen of the canteen in all respect, with a view to ensure hygiene and efficient services as well as with regards to fulfilment of the terms and conditions of this contract.

IOM has the right to terminate the contract at any time by giving one month written notice.



**3) In order to prepare the sample morning and afternoon snack menu, as well as to prepare the sample buffet lunch menu, please consult technical evaluation section in this document.**

**4) Minimum hygiene required standards**

- Raw materials received are branded ones and stored properly.
- Food prepared properly and stored properly under Hygienic conditions.
- Prepared items covered properly. When delivering Food & Beverage to workshop/seminar/meeting, the Food & Beverage plates and cups covered decently throughout delivery; till it reaches clients.
- Utensils are properly cleaned.
- All kitchen staff are in clean uniform with name tags and wearing gloves and caps.
- Potable Drinking water cups arrangements neatly done.
- All items as per approved Menu provided.
- All items in orderly and Presentable manner.
- Fingernails of the canteen staff are trimmed and clean.
- Storage area/ fridge is clean.
- Service provider will be responsible at its own cost for garbage disposal in line with the environmental requirements.
- The contractor shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health check Ups at least biannual. Awarded contractor must provide Health certificate for all workers.
- In view of the COVID pandemic, all staff employed by the contractor must go through a temperature check when entering the IOM office compound as well as must sanitize their hands at the time of entering the IOM compound and wear clean masks all the time within the perimeters of the IOM compound (not only in the kitchen area). Providing the masks will be the responsibility of the contractor. IOM reserves the right to deny the entrance of the contractor's staff in case s/he is not wearing a mask. In case of any of the contractor's staff working in the IOM compound got infected with COVID, the contractor shall immediately inform the IOM contract manager accordingly and take immediate appropriate action.

**5) Prices and Payment.**

- a) All prices shall be in BDT, already be inclusive of all applicable taxes (VAT, etc.)
- b) Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply of equipment, salary of personnel, all overhead cost and profit margin).
- c) Payment of catering services for training/meeting/workshop etc. shall be made by IOM within 30 days of receipt of the invoice issued to IOM by the contractor, verified by IOM.
- d) While the conference catering service will be ordered and paid by IOM (not by individuals), contractor shall offer the same special reduced Food & Beverage prices as for the canteen.

**6) Responsibilities of IOM:**

IOM will provide:

- A fully equipped kitchen, with sufficient capacity to ensure both activities (catering service and canteen)
- The dining, toilet, area, and covered entrance for the canteen.
- All furniture for the cafeteria.
- Utilities (electricity/water) except Gas for stove & Drinking water. Gas for cooking shall be provided by the contractor.
- Water dispensers (already installed in IOM compound)

## 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**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the 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

- 1.1 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.
- 1.2 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)

#### 2. Services Supplied

- 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. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]), which is the total charge to IOM.

- 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 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer 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) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
  - (i) 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.
  - (j) 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.
  - (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.

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 destroy, 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.4 The above warranties shall survive the expiration or termination of this Agreement.

## 5. Assignment and Subcontracting

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

## 6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## 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, partner, or agent of IOM.

## 8. Audit

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

## 9. Confidentiality

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

## 10. Intellectual Property

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

## 11. Notices

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

### **International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

### **[Full name of the Service Provider]**

Attn: [Name 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**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

### **14. Status of IOM**

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

### **15. Guarantee and Indemnities**

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

15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

### **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 terminate this Agreement at any time, in whole or in part.

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. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

**18. Severability**

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

**19. Entirety**

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

**20. Special Provisions (Optional)**

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

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

**21. Final clauses**

21.1 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.

21.2 Amendments may be made by mutual agreement in writing between the Parties. **Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service fee) shall be made through an amendment to this Agreement signed by both Parties.**

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

*For and on behalf of*

The International Organization

for Migration

Signature

*For and on behalf of*

[Full name of the Service Provider]

Signature

\_\_\_\_\_  
Name

Position

Date

Place

\_\_\_\_\_  
Name

Position

Date

Place



## **SECTION 7: PROPOSAL FORMS**

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

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

**Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

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

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

**Form J: Financial Proposal Submission**

**Form K: Format for Financial Proposal**

**FORM A: PROPOSAL CONFIRMATION**

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

To: \_\_\_\_\_ Email: \_\_\_\_\_  
 From: \_\_\_\_\_

Subject RFP reference

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

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

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

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

**FORM B: CHECKLIST**

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

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

**Technical Proposal:**

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

**Financial Proposal:**

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

**FORM C: TECHNICAL PROPOSAL SUBMISSION**

Name of Proposer:		Date:	
RFP reference:			

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

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

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

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

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.unhcr.org/Public/CodeOfConduct">https://www.unhcr.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<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** **Please see the VIS form attached as a separate file**

**FORM F: ELIGIBILITY AND QUALIFICATION**

Name of Proposer:		Date:	
RFP reference:			

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

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

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

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

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

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

**Financial Standing**

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

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

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

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

**FORM G: FORMAT FOR TECHNICAL PROPOSAL**

Name of Proposer:		Date:	
RFP reference:			

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**

**Specific experience of the Service Providers relevant to the assignment:**

Similar food and catering service experience in Bangladesh in terms of the Scope, Cost and subject matter (i.e. Provision of food and Catering Services carried out on behalf of UN and INGOs, NGOs, reputable local restaurants, hotel, outside events, and other occasions)

- 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**

**Adequacy of the proposed methodology and work plan in response to the Terms of Reference:**

- **Terms of Reference.** The bidder must develop its own Terms of reference to ensure that required food and catering services are provided in line with the responsibilities. The bidder is fully responsible for his/her employees’ attitude, hygiene standard (including wearing hat, gloves in the process of food preparation and service), cleanliness of the designated area in cafeteria, also general solid waste collection and disposal allocated area inside and outside IOM premises.
- **Organization and staffing.** The bidder will present the organigram or the list and required number of the employees working in the cafeteria during the opening hours such as cooks, servers, coffee makers, cleaning persons, etc. the bidders should employ its own laborers.

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**

#### **Key professional staff qualifications and competence for the assignment:**

##### **a. Qualifications and Number of years of experiences of Chef**

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.

### **Section 4: Presentation of food and catering services**

A list of pre-established set menu for lunch & breakfast as well as a la carte menu for presentation  
**Presentation the list of a la carte Menu for food and drink (Breakfast and Dinner) with the reduced price (including hot drinks (tea, coffee, chocolate etc.), soft drinks (fruit juice, sodas, etc.), desserts (biscuits, cakes, Ice-cream etc.) As also a set menu for breakfast & lunch for the national staffs should be provided.**  
**Provide the list of a set menu for breakfast & lunch as well as a la carte Menu for food and drink including hot drink and soft drink. The bidder should also provide the reduced price in the presentation. The offered price should be reasonable or cheaper than outside IOM premises.**

A list of pre-established Buffet menu for 2-week presentation

##### **a. Presentation the Buffet Menu for food (Lunch) with reduced price.**

**Provide the list of Buffet Menu for food at lunch time for 2 weeks as example. The bidder should also provide the price in the presentation. The offered price should be reasonable or cheaper than outside IOM premises.**

**FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL**

Name of Proposer:		Date:	
RFP reference:			

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

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

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

**FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY**

Name of Proposer:		Date:	
RFP reference:			

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

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:		Date:	
RFP reference:			

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:		Date:	
RFP reference:			

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: BDT only**

**A list of pre-established set menu for lunch & breakfast as well as a la carte menu with details and price.**

(The list of a set menu should contain breakfast, lunch, la carte Menu for food and drink (Breakfast and Dinner) with the reduced price (including hot drinks (tea, coffee, chocolate etc.), soft drinks (fruit juice, sodas, etc.), desserts (biscuits, cakes, Ice-cream etc.)

**A list of pre-established Buffet menu with details and price**

Buffet menu should contain soup, salad, and main course (rice, spaghetti, fish, white meat, vegetable, etc)