

## REQUEST FOR PROPOSAL (RFP)

### Conducting the construction work, including a parking lot, fence and landscaping

RFP Reference No: **RFP-KZ002-24AST**

Country: **Kazakhstan**

Date: **17-Apr-2024**

#### SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

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

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

Please acknowledge receipt of this RFP completing and returning the attached Form A: Proposal Confirmation by email to [astprocurement@iom.int](mailto:astprocurement@iom.int) no later than **20-Apr-2024**, indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by: IOM Procurement Unit

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**SECTION 2: INSTRUCTIONS TO PROPOSERS**

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

<b>6. Publicity</b>	During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.
<b>SOLICITATION DOCUMENTS</b>	
<b>7. Clarification of solicitation documents</b>	<p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
<b>8. Amendment of solicitation documents</b>	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p>
<b>PREPARATION OF PROPOSALS</b>	
<b>9. Cost of preparation of proposal</b>	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.
<b>10. Language</b>	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.
<b>11. Documents establishing eligibility and qualifications of the proposer</b>	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.
<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>

<p><b>14. Currencies</b></p>	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> <li>• IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure.</li> <li>• In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award</li> </ul>
	<p>the contract in the currency of IOM's preference, using the conversion method specified above.</p>
<p><b>15. Duties and taxes</b></p>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p>
<p><b>16. Proposal validity period</b></p>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>

<p><b>17. Proposal security</b></p>	<p>Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by <a href="#">Click or tap here to enter text.</a> pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>• If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;</li> <li>• In the event the successful Proposer fails: <ul style="list-style-type: none"> <li>o to sign the contract after IOM. has issued an award; or</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>o to furnish the performance security, insurances, or other documents that IOM. may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer.</li> </ul>

<p><b>18. Joint Consortium Association</b>      <b>Venture, or</b></p>	<p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> <li>• they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and</li> <li>• if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul> <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association’s proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>• Those that were undertaken together by the JV, Consortium or Association; and</li> <li>• Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
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<p><b>19. Only one proposal</b></p>	<p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>● they have at least one controlling partner, director, or shareholder in common; or</li> <li>● any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> </ul>
	<ul style="list-style-type: none"> <li>● they have the same legal representative for purposes of this RFP; or</li> <li>● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process;</li> <li>● they are subcontractors to each other's proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.</li> </ul>
<p><b>20. Alternative proposals</b></p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal". If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>

<p><b>21. Pre-proposal conference</b></p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by <a href="#">Click or tap here to enter text.</a> 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 <b>IOM</b> in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> <li>(i) loss of or damage to any real or personal property;</li> <li>(ii) personal injury, disease or illness to, or death of, any person;</li> <li>(iii) financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<p><b>23. Errors or omissions</b></p>	<p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p><b>24. Proposers responsibility to inform themselves</b></p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> <li>• examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;</li> <li>• review the RFP to ensure that they have a complete copy of all documents;</li> <li>• obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;</li> <li>• verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with <a href="#">Click or tap here to enter text.</a>, its employees or agents;</li> <li>• attend any pre-proposal conference if it is mandatory under this RFP;</li> <li>• fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and</li> <li>• form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.</li> </ul> <p>Proposers acknowledge that IOM, its directors, employees and agents make no</p>

	representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.
<b>25. No material change(s) in circumstances</b>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• major re-organizational changes, company re-structuring, a take-over, buy-out or</li> </ul>
	<p>similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;</p> <ul style="list-style-type: none"> <li>• a change to any information on which IOM may rely in assessing proposals.</li> </ul>
<b>SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>26. Instruction for proposal submission</b>	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p>
<b>27. Deadline for proposal submission</b>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>

<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>
<p><b>29. Storage of proposals</b></p>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p>
<p><b>30. Proposal opening</b></p>	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p>
	<p>The proposers’ names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers’ names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<p><b>31. Late proposals</b></p>	<p>Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.</p>

**EVALUATION OF PROPOSALS**

<b>32. Confidentiality</b>	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
<b>33. Evaluation of proposals</b>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary examination</li> <li>b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done)</li> <li>c) Evaluation of technical proposals</li> <li>d) Evaluation of financial proposals.</li> </ol>
<b>34. Preliminary examination</b>	<p>IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.</p>
<b>35. Evaluation of eligibility and qualification</b>	<p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).</p>
<b>36. Evaluation of technical and financial proposals</b>	<p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to</p>

	<p>their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a <b>combined scoring method</b>, the formula for the rating of the proposals will be as follows:</p> <p><u>Rating the Technical Proposal (TP):</u></p> <p><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><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
<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 non-material nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
<p><b>41. Right to accept any proposal and to reject any or all proposals</b></p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>

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



**SECTION 3: DATA SHEET**

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is <b>RFP-KZ002-24AST</b>.</p> <p>The services include the supply of <b>Conducting the construction work, including a parking lot, fence and landscaping</b> as further described in Section 5 of this RFP.</p>
2.	Eligible proposers	Bidders from all countries are eligible to bid.
3.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents: Focal Person: <b>IOM Procurement Unit</b></p> <p>Address: <b>14 Mambetov str. Astana, Kazakhstan</b></p> <p>E-mail address: <b>astprocurement@iom.int</b></p>
		<p><b>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).</b></p> <p>Deadline for submitting requests for clarifications / questions: <b>at least two (2) calendar days before the set deadline for the submission and receipt of Proposals.</b></p> <p>Manner of disseminating supplemental information to the RFP and responses /clarifications to queries: <b>Direct communication to prospective proposers by email.</b></p>
4.	Language	All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in <b>English</b> .
5.	Partial proposals	<p>Submitting proposals for parts or sub-parts of the TOR is:</p> <p><b>Not allowed</b></p>
6.	Currencies	Prices shall be quoted in <b>KZT. (in case other currency is offered, the comparison of offers will be based on the prevailing IOM rate of exchange <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a>)</b>
7.	Duties and taxes	<p>All prices shall:</p> <p><b>Be exclusive of VAT and other applicable indirect taxes.</b></p>
8.	Proposal validity period	<b>60 (sixty) days</b>

9.	Proposal security	<b>Not Required</b>
10.	Alternative proposals	<b>Shall not be considered</b>
11.	Pre-proposal conference	<b>Will not be conducted</b>
12.	Site inspection	<b>A site inspection will not be held</b>
13.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p><b>SUBMISSION BY EMAIL:</b></p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: <b>RFP-KZ002-24AST TECH</b>. Excluding the CVs and any other annexes, the technical proposal should typically not exceed 10 pages.</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: <b>RFP-KZ002-24AST FIN</b>.</p> <p><b>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</b></p> <p>Proposal submission address: <b>astprocurement@iom.int</b>. <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <b>12MB</b></li> <li>▪ Mandatory subject of email: <b>RFP-KZ002-24AST</b></li> <li>▪ If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y".</li> <li>▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: <b>N/A</b></li> </ul>

		<ul style="list-style-type: none"> <li>It is recommended that the entire Proposal be consolidated into as few attachments as possible.</li> <li>The proposer should receive an email acknowledging email receipt.</li> </ul>
14.	Deadline for proposal submission	<p>Date: <b>20-May-2024</b></p> <p>Time: <b>6PM</b></p> <p>Time zone: <b>Astana, Kazakhstan</b></p>
15.	Proposal Opening	<p><input checked="" type="checkbox"/> Public proposal opening will not be held</p> <p><input type="checkbox"/> Public opening of technical proposals will be held as per below details. Date and Time: <a href="#">Click or tap here to enter text.</a></p> <p>Venue: <a href="#">Click or tap here to enter text.</a></p> <p><input type="checkbox"/> Public opening of financial proposals will be held as per below details. Date and Time: <a href="#">Click or tap here to enter text.</a></p> <p>Venue: <a href="#">Click or tap here to enter text.</a></p>
16.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p><input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)</p> <p><input checked="" type="checkbox"/> Combined scoring method using a distribution of <b>70%-30%</b>. Technical proposal - financial proposal</p> <p><input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of <a href="#">Click or tap here to enter text.</a> % of maximum points.</p>
17.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is <b>25%</b></p> <p>The maximum percentage by which quantities may be decreased is <b>25%</b></p>
18.	Contract award to one or more proposer	<p><b>IOM will award a contract to:</b></p> <p><b>One Bidder Only</b></p>
19.	Type of contract to be awarded	<p><b>C.5. CONSTRUCTION AGREEMENT</b></p> <p><b>See Section 6: for sample contract.</b></p>
20.	Expected date for commencement of contract	<p><b>May-2024</b></p>

	Conditions of contract to apply	<b>General Conditions</b> <b>See Section 6.</b>
21.	Performance Security	<b>Not required</b>
22.	Advance payment	<b>The advance payment might be accepted upon negotiation.</b> <b>If allowed, Bank Guarantee Not required</b>
23.	Liquidated damages	<b>Will not be imposed</b>

**SECTION 4: EVALUATION CRITERIA**

**Preliminary Examination Criteria**

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

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

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

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

### Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Proposer's qualification, capacity and experience	35
2.	Proposed methodology, approach and implementation plan	40
3.	Management structure and key personnel	25
	<b>Total</b>	<b>100</b>

<b>Section 1. Proposer's qualification, capacity and experience</b>		<b>Points obtainable</b>
1.1	At least seven years of experience in the field of construction, architecture.  Less than 7 years = 5 7 years = 10 More than 7 years = 15	15
1.2	Highly specialized professionals with extensive relevant experience and the highest level of expertise in advanced construction.  No evidence= 0 Weak evidence = 5 Strong evidence = 10	10
1.3	Proven experience in handling works of similar type, size and complexity.  No = 0 Yes = 10	10
<b>Total Section 1</b>		<b>35</b>

<b>Section 2. Proposed methodology approach and implementation plan</b>		<b>Points obtainable</b>
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail in the technical proposal (e.g., methodology, construction plan, technical specifications of equipment and materials, maintenance works and timeline)?  No evidence= 0 Weak evidence = 5-10 Strong evidence = 20	20
2.2	The submission addresses the industry/construction standards for this work and how these will be practically addressed within the methodology.  No reference to industry standards =0 Range for strength of consideration of industry standards (including national requirements, security advisory and environmental laws/regulations) = 1-10	10
2.3	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic.  No evidence = 0 Weak evidence = 5 Strong evidence = 10	10
<b>Total Section 2</b>		<b>40</b>

<b>Section 3. Management Structure and Key Personnel</b>		<b>Points obtainable</b>
3.1	Qualifications of key personnel proposed	-
3.1 a	Team Leader	
	Higher education degree (i.e., BA, BS, MA, MSc) in Construction, Architecture, Engineering and/or a related field and/or other discipline relevant to the assignments. No = 0 Bachelor's degree in a subject relevant to assignment = 3 Master's degree in a subject relevant to the assignment = 5	5
3.1 b	Other team members	
	Higher education degree (i.e., BA, BS, MA, MSc) in Construction, Architecture, Engineering and/or a related field and/or other discipline relevant to the assignments. No = 0 At least one member with a Bachelor's degree in a subject relevant to the assignment = 3 At least one member with a Master's degree in a subject relevant to the assignment = 5	5
3.2	Demonstrated experience in building a parking lot will be an advantage. No = 0 Yes = 5	5
3.3	Demonstrated experience in building a fence and landscaping lot will be an advantage. No = 0 One of them=3 Both of them=5	5
3.4	Demonstrated experience in working with UN, international organizations and government institutions will be an advantage. No = 0 Yes = 5	5
<b>Total Section 3</b>		<b>25</b>



## SECTION 5: TERMS OF REFERENCE

### TERMS OF REFERENCE

# TERMS OF REFERENCE

1. **Duty station:** Almaty, Almaty oblast, Kazakhstan
2. **Duration of services:** June – August 2024
3. **Nature of the services:** CONSTRUCTION SERVICES OF PARKING LOT, FENCES AND LANDSCAPING
4. **Organizational Department / Unit in which the services are to be engaged:** Immigration and Border Governance Unit of the International Organization for Migration Mission in Kazakhstan.

#### 5. **Project context and scope:**

Established in 1951, the International Organization for Migration (IOM) is the leading intergovernmental organization in the field of migration and works closely with governmental, intergovernmental and non-governmental partners. IOM is committed to promoting humane and orderly migration for the benefit of all. This is achieved through the provision of services and advice to governments and migrants.

The services under these ToR will be carried out within the project “Strengthening of Border Security in Kazakhstan” funded by U.S. Department of State’s Bureau of International Narcotics and Law Enforcement Affairs (INL) and implemented by IOM in Kazakhstan.

The contractor will conduct the construction work for facility's parking lot, fence and landscaping based on previous IOM engineering assessment.

#### 6. **Tasks to be performed under this contract**

In accordance with this Terms of Reference, under the guidance of IOM and in cooperation with the designated agency, the contractor shall perform the following tasks:

1. Perform construction work of a parking lot, fences and landscaping according to the technical specification (Annex 1) and **assessment conducted prior (Annex 2-4)**.
2. Provide proposed work plan/actual delivery schedule.
3. Provide pictorial reports.
4. Provide recommendation for maintenance works to preserve repairs/upgrades.
5. Carry out site clean-up prior to handover of works.

#### **Inputs:**

The Contractor shall be fully responsible for all inputs, planning, managing and implementation of

the scope of works bearing all risks and costs.

1. The Contractor shall be responsible for the competency and capability of its personnel and shall have the capacity to manage works implementation independently.
2. The Contractor shall source, procure, transport and store all materials bearing all costs and risks.
3. Contractor shall ensure effective supply chain planning & management to avoid delays during implementation.
4. The Contractor shall develop a quality control plan and undertake regular self-audits to ensure:
  - a. Works conform to IOM requirements;
  - b. Deter potential deviation in service deliver. Any deviations identified shall be corrected immediately before quality of works becomes unacceptable to IOM;
  - c. Ensure efficiency in their service delivery model.
  - d. Ensure its personnel adhere to IOM and national security advisory whilst on premises.

The Contractor shall assume full unequivocal responsibility for the performance of works in accordance with

IOM contractual documents, Industry standards & best practices and all other applicable Codes/Regulations. Works implementation shall follow a logical sequence. The Contractor shall not execute any works and/ or make any material changes during works performance unless specifically so authorized in accordance with the procedures ascribed in IOM Contractual documents.

Contractor shall take care to minimize spillages and/or debris pile-ups on site during works performance. Accumulations/spillages shall be cleaned up immediately to avoid safety hazards. Waste disposal shall be done in accordance with local environmental laws/regulations with contractor bearing all costs/risks.

#### **7. Performance indicators for the evaluation of results**

The parking lot, fences and landscaping are constructed in line with the national requirements in the field of architecture.

#### **8. Deadline:**

Work plan with deadlines shall be proposed by the Contractor and agreed by IOM. All the work should be completed by the end of August 2024.

#### **9. Education, Experience and/or skills required.**

## Qualifications:

- The company should have at least seven years of experience in the field of construction, architecture.
- The company involved in the project should have the highly qualified architects, engineers who will be engaged in the project, with architects / engineers/ with professional competency in advanced construction. CVs of personnel suggested by the company to be assigned to this project should be provided.
- All experts, architects and other engineers, involved in the project must be licensed/registered experts in their field of expertise, with a minimum of 7 years of experience in profession.
- Proven experience in handling works of similar type, size and complexity. The company must submit a list of selected projects from the last 5 years, with at least three construction projects in Kazakhstan.
- Ability to plan work to meet deadlines and dates.

## 10. Competencies

### Values

- **Inclusion and respect for diversity:** respects and promotes individual and cultural differences. Encourages diversity and inclusion.
- **Integrity and transparency:** maintains high ethical standards and acts in a manner consistent with organizational principles/rules and standards of conduct.
- **Professionalism:** demonstrates ability to work in a composed, competent and committed manner and exercises careful judgment in meeting day-to-day challenges.
- **Courage:** demonstrates willingness to take a stand on issues of importance.
- **Empathy:** shows compassion for others, makes people feel safe, respected and fairly treated.

### Core Competencies – behavioural indicators:

- **Teamwork:** develops and promotes effective collaboration within and across units to achieve shared goals and optimize results.
- **Delivering results:** produces and delivers quality results in a service-oriented and timely manner. Is action oriented and committed to achieving agreed outcomes.
- **Managing and sharing knowledge:** continuously seeks to learn, share knowledge and innovate.
- **Accountability:** takes ownership for achieving the Organization's priorities and assumes responsibility for own actions and delegated work.
- **Communication:** encourages and contributes to clear and open communication. Explains complex matters in an informative, inspiring and motivational way.

**SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

**CONSTRUCTION AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**[Name of the Contractor]**

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

**1. Introduction and Integral Documents**

- 1.1 IOM intends to engage the services of [Contractor] in connection with [name of project] located at [address] (the “**Project**”). As part of the Project, IOM requires the Contractor to perform construction services, on the terms and conditions specified in this Agreement.
- 1.2 The following documents form part of this Agreement: *[add/delete as necessary]*
  - (a) **Annex A** - Scope of Work, Technical Specifications, and Drawings (the “**Works**”);
  - (b) **Annex B** - Bill of Quantities (including Unit Cost);
  - (c) **Annex C** - Approved Work Schedule;
  - (d) **Annex D** - Advance Payment Bank Guarantee Template
  - (e) **Annex E** – Performance Security Template;
  - (f) **Annex F** - Work Variation Order Template; and
  - (g) **Annex G** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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

- 1.3 All correspondence, instructions, notes and other communications relating in any way to the performance of this Agreement will be in the English language. The English language version of the Agreement will at all times be the version of the Agreement which binds the Parties. Translations of the Agreement into languages other than English may be prepared for working purposes but will have no legally binding effect on the Parties.
- 1.4 Unless otherwise advised by IOM in writing, all Project reports and other issues arising under this Agreement shall be addressed to IOM’s authorized contact person under Article 21 of this Agreement.

**2. Scope of Work**

- 2.1 The Contractor shall furnish all the necessary materials, tools and equipment, labor, supervision, and other services, for the satisfactory and timely completion of the Works in accordance with this Agreement.
- 2.2 Any changes, modifications, deviations and substitutions in the Works shall require prior written approval by IOM and shall be made in accordance with Article 7 (“**Work Variation**”).
- 2.3 In case necessary, IOM reserves the right to supply any materials, equipment or resources for the Works. Any adjustment to the total Contract Price arising from IOM’s actions under this clause shall be agreed in writing pursuant to Article 7 of this Agreement.

### 3. Contract Price

- 3.1 The total contract price (the “**Contract Price**”) shall be [currency code] [amount in numbers] ([amount in words]) only, inclusive of all applicable fees, taxes and permits that may be imposed by any Government entity in connection with the execution, completion and turnover of the Works pursuant to this Agreement.
- 3.2 The Contract Price and Unit Cost (as stated in the Bill of Quantities) shall not be altered except where Article 2.3 or Article 7 applies.
- 3.3 In consideration for the services performed under this Agreement, the total amount payable by IOM to the Contractor pursuant to this Agreement shall not exceed the Contract Price, regardless of any increase in wage or labor cost or fluctuation in the cost of materials and equipment, occurring at any time. For the avoidance of doubt, the Contractor shall be liable for any under-estimation of the requirements of this Agreement and any changes in costs whether due to inflation, currency devaluation or otherwise.

### 4. Manner of Payment

- 4.1 In consideration for the services performed under this Agreement, IOM shall pay the Contract Price in accordance with the following payment schedule:
- (a) (Applicable if an advance payment is made) IOM shall release an advance payment equivalent to [percentage] of the Contract Price in the amount of [currency] [insert amount in numbers] (amount in words and currency in words) within 7 (seven) calendar days from the Contractor’s signature of this Agreement and Contractor’s submission of and IOM’s approval of the following items:
- i. Drawings and Technical Documents for Permit Purposes;
  - ii. Approved Detailed Construction and Workings Drawings;
  - iii. Work Schedule;
  - iv. List of Sub-Contractors and Suppliers (if applicable);
  - v. Unconditional Bank Guarantee equivalent to [percentage to match advance payment] percent of the Contract Price to guarantee the advance payment, if applicable;
  - vi. Performance Security if required under Article 9.
- (b) IOM will pay the Contractor [currency code] amount in numbers (amount in words) on confirmation by IOM of satisfactory progress toward the completion of (amount)% ([amount in words] percent) actual measured work as per Bill of Quantities at Annex B and logbook.
- (c) IOM will pay the Contractor [currency code] amount in numbers (amount in words) after the completion of 100% (one hundred percent) of the Works and inspection and provisional acceptance of the completed Works.

(d) The balance of 10% (ten percent) of the total Contract Price in the amount of [currency code] amount in numbers (amount in words) will be held for 12 (twelve) months after provisional acceptance of the completed Works in accordance with Article 10 of this Agreement.

4.2 Payments for the Works will be done in installments in accordance with the Payment Schedule above in [currency] ([currency code]) by [bank transfer] to the following bank account:

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

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

4.3 The Contractor's progress billing shall be submitted to and certified by IOM's appointed Project Manager who will verify the value of the work done with regard to the value of the quantities of items completed in the Bill of Quantities. The Contractor shall submit all progress billing with the following attachments:

- (a) Updated Financial Statement of the Project;
- (b) Statement of Completed Works;
- (c) Progress Photos; and
- (d) Contractor's Sales Invoice.

4.4 Within 7 (seven) calendar days of Contractor's submission of the progress billing and Statement of Completed Works and all required attachments to the Project Manager, the Project Manager shall evaluate the said progress billing(s). Evaluated and approved progress billings shall be due and payable within 10 (ten) working days from date of approval of progress billing. During this period of evaluation and processing of payments, the Contractor shall continue progress of the work in accordance with the Approved Work Schedule.

4.5 Any payment(s) made by IOM does not imply nor signify acceptance of any portion of the Works and does not waive IOM's right to enforce the Contractor's warranty as provided in Article 14.2 of this Agreement, nor to apply penalties for delay.

4.6 The Contractor can only submit the final progress billing as per the Payment Schedule when the Contractor has satisfactorily completed and submitted:

- (a) All works, including Work Variation Orders, as stipulated in the annexed documents;
- (b) Rectification of all reported non-conforming works;
- (c) Completed demobilization and clean-up of site;
- (d) Applicable materials and work test certificate/s;
- (e) Approval duly signed by the Project Manager and by the Contractor's authorized representative that the Work is completed in accordance with drawings and specifications and in compliance with applicable laws, rules and regulations of the local and/or national government of the location where the Project is to be implemented.

4.7 A Certificate of Provisional Acceptance of completed Works shall be issued by IOM when each of the requirements under Article 4.6 have been fulfilled to its satisfaction.

4.8 A Certificate of Provisional Acceptance of terminated Works shall be issued by IOM if IOM terminates the contract in accordance with Article 26. This Certificate will indicate the Completion Rate as per Article 6.2 and the Contractor

shall remain responsible for the rectification of non-conforming or defective portions of the Works in accordance with Article 14.2.

- 4.9 A Certificate of Final Acceptance shall be issued by IOM 12 (twelve) months after the date a Certificate of Provisional Acceptance of the completed or terminated Works is issued provided that any works required during the warranty period have been completed to its satisfaction.

## 5. Completion Period

- 5.1 The Contractor shall mobilize all necessary and appropriate resources and coordinate all work activities with IOM to ensure commencement of the Works on **[insert date]** and completion and turn-over of the Works to IOM by **[insert date]** (“**Completion Date**”).
- 5.2 If the Contractor is unable to complete the Works by the Completion Date, the Contractor may request a time extension in writing explaining the reasons for the delay. Any adjustment to the costs of performance security, or extension of required insurances, for the performance of the Works due to such time extension shall be for the account of the Contractor.
- 5.3 IOM shall not approve requests for time extension for reasons such as but not limited to:
- (a) Project location, conditions and restrictions identified during time of tender and award of the Agreement;
  - (b) Normal weather and climatic conditions prevailing at the site location;
  - (c) Logistics, implementation, coordination problems and other reasons within the control of the Contractor;
  - (d) Financial, operational and labor difficulties of the Contractor or any of its sub-contractor(s) or supplier/s;
  - (e) Any required rectification of non-conforming work items; and
  - (f) Nature and condition of terrain.
- 5.4 IOM may, at its sole discretion, revise the Completion Date as stated in Article 5.1 in response to the Contractor’s reasonable request for time extension caused by any of the following:
- (a) Force Majeure as described in Article 16;
  - (b) Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
  - (c) IOM’s failure to make timely payments for the Works completed to IOM’s satisfaction.
- 5.5 IOM shall be entitled to charge liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day of delay until the entire Works are completed and accepted by IOM according to Article 4.7. IOM may, at its sole discretion, grant a conditional time extension whereby the Works are not considered to be in delay during the time extended, but in case of non-completion within the extended period, the calculation of liquidated damages for delay outlined herein shall be from the original Completion Date before extension. If the Agreement is terminated by either Party after the Completion Date (before extension) due to non-completion of the Works, the Contractor shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day from the Completion Date (before extension) to the notice date of termination.

## 6. Work Schedule

- 6.1 Within the timeframe specified in the Notice of Award (NoA) and no later than the date of signature of this Agreement, the Contractor shall submit to IOM a work schedule (the “**Work Schedule**”) showing the order and timing for all the activities in the Works.
- 6.2 The Contractor shall keep and update a daily logbook on all progress and matters relating to the Works in accordance with industry standards. The logbook shall be inspected and verified for accuracy, daily or at an interval designated by IOM, by a designated IOM staff or its authorized representatives. The logbook shall be the authoritative source of information for determining the extent of the Works completed (the “**Completion Rate**”). In

case the Contractor fails to update the logbook properly with the required verification, IOM shall have the right to solely determine the Completion Rate which cannot be challenged by the Contractor.

- 6.3 The Contractor shall submit an updated Work Schedule as and when requested by IOM or its Project Manager.
- 6.4 The Contractor shall notify IOM through its Project Manager of any proposed change in the Work Schedule. Any change shall be subject to prior written approval by IOM. The Contractor shall also submit to the Project Manager for approval a revised schedule within 7 (seven) calendar days from the date of proposing the change.
- 6.5 If at any time IOM deems that Contractor's actual progress is inadequate to meet the requirements of this Agreement, IOM may notify the Contractor to take such steps as may be necessary to improve its progress. If after a reasonable period, as determined by IOM, the Contractor still does not improve its performance, IOM may require an increase in Contractor's labour force, the number of shifts, workdays per week, overtime hours, amount of equipment, or require expedited shipment of equipment and materials, all at the Contractor's cost and without additional cost to IOM.
- 6.6 If at any time the Contractor's labor force is inactive due to unpaid wages, the Contractor shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day of work stoppage until the entire labor force resumes work on the Project. This penalty shall be applied independently of any other sanction or penalty allowed for in this Agreement.

## 7. Work Variation

- 7.1 IOM reserves the right at any time to order any variations, alterations or modifications in the scope of work, technical specification, or drawings relating to the Works, as specified under Annex A herein, which are deemed necessary or appropriate by IOM in the best interest of the Project ("**Work Variation**").
- 7.2. The Contractor shall, within ten (10) calendar days from receipt of notice of Work Variation from IOM, confirm in writing to IOM the impact of the Work Variation on the Contract Price, Payment Schedule, Work Schedule and Completion Date, if any.
- 7.3 If any work in the Work Variation corresponds with an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the Work Variation. In other cases, the cost of such Work Variation shall be evaluated and compensated as agreed between the Parties. In such case, the Contractor shall provide IOM a quotation for the cost of the Work Variation.
- 7.4 All Work Variations shall be in writing based on agreed terms by the Parties, and shall be covered by a work variation order (the "**Work Variation Order**") based on the template in Annex F of this Agreement. The Contractor shall immediately implement the terms of the Work Variation Order as agreed by the Parties.
- 7.5 All Work Variation Orders duly signed by both Parties shall automatically form part of this Agreement without need of further amendment, except in the following cases:
- a. In case the increase in the Contract Price exceeds USD 100,000, or exceeds 20% (twenty percent) of the original amount of Contract Price; or
  - b. In case the increase in the Contract Price brings the total aggregate contract value to USD 200,000 or more.

In these cases, a written amendment between Parties shall be required for such changes to form part of this Agreement.

- 7.6 Under no circumstances shall the Work Variation Order be used to modify or amend any portion of this Agreement not covered under Articles 7.1 and 7.2 above.



## 8. Bank Guarantee for Advance Payment (IF APPLICABLE)

The Contractor shall provide IOM with a bank guarantee to secure the requested advance payment (the “**Bank Guarantee**”) in an amount equivalent to the total amount advanced to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex D, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective from the date of the release of cash advance as per Article 4.1 of this Agreement until the date of the provisional acceptance as per Articles 4.7 or 4.8, following which the Bank Guarantee will be released by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM. The amount of the Bank Guarantee shall not be construed as the limit of the Contractor’s liability to IOM in any event.

## 9. Performance Security (Applicable where the contract price is over USD 300,000)

The Contractor shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Contract Price, to be issued by a reputable bank or surety company, based on the template in Annex E or in a form acceptable to IOM (the “**Performance Security**”). The Performance Security shall serve as the guarantee for the Contractor’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Contractor’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Works until the date of Provisional Acceptance as per Articles 4.7 or 4.8 following which it will be discharged by IOM.

## 10. Retention

- 10.1 Upon issuance of the Certificate of Provisional Acceptance for completed Works as per Article 4.7, an amount equivalent to 10% (ten percent) of the Contract Price shall be retained by IOM (“**Retention Amount**”), to be used for repairs or reconstruction of defective works due to poor workmanship and/or inferior quality of material used which are discovered within a period of 12 (twelve) months from the date of Provisional Acceptance (“**Retention Period**”).
- 10.2 In case a Certificate of Provisional Acceptance for terminated Works has been issued as per Article 4.8, an amount equivalent to 10% (ten percent) of the Contract Price corresponding to the Completion Rate as per Article 6.2 shall be retained by IOM as Retention Amount, to be used for repairs and reconstruction of defective works due to poor workmanship and/or inferior quality of material used for which the Contractor was responsible under this Agreement which are discovered within a period of 12 (twelve) months from the date of Provisional Acceptance.
- 10.3 The Contractor may, from the date of Provisional Acceptance and until the expiration of Retention Period, request IOM to release the amount retained as per Article 10.1 or Article 10.2 by submitting an unconditional bank guarantee. Such bank guarantee shall be in a form and by a bank acceptable to IOM and in an amount and currency equal to the amount retained and effective until the expiration of Retention Period.

## 11. Contractor’s Responsibility

- 11.1 All government permits and licenses required for the execution of the Works under this Agreement shall be obtained prior to the commencement of the Works and paid for by the Contractor.
- 11.2 The Contractor shall comply with local and national building regulations imposed by appropriate government agencies, and shall keep IOM indemnified against all fines, penalties and losses incurred by reason of any breach of this clause.
- 11.3 The Contractor shall assume full responsibility for the Works under this Agreement until its final acceptance by IOM as per Article 4.9. The Contractor shall have entire control and supervision of the Works and services herein agreed upon and shall be solely liable for the salaries, wages and other employment benefits of all employees and sub-contractors. Should the Contractor breach this clause, IOM has the right to proceed against the Performance Bond or Bank Guarantee or to use the Retention Amount, without prejudice to demanding direct reimbursement from the Contractor in the event that the amount of the Performance Bond Bank Guarantee or Retention Amount is

insufficient.

- 11.4 The Contractor shall be responsible for the safety of all activities on the site and for ensuring that relevant occupational health and safety laws and regulations are followed.
- 11.5 The Contractor shall be solely and fully accountable for any claim for losses, liabilities, injuries, or damages arising out of or in connection with the work done or to be performed under this Agreement including but not limited to any accident or injury of any of its employees or sub-contractors during the term of this Agreement , or for any injury to any person or damages or loss of properties arising from the construction or any act or omission of the Contractor or anyone in its employment, or its subcontractors.
- 11.6 The Contractor shall comply with local laws on wages and such other labor laws including all other laws, orders and regulations of any government authority in connection with the Works.
- 11.7 The Contractor 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 Contractor or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Contractor of any written claim, loss, or demand for which the Contractor is responsible under this clause.

## 12. Inspection of Works

- 12.1 IOM reserves the right for itself and its representatives to inspect the Works, while in progress, so as to give IOM the opportunity to reject the whole or any portion thereof, which in the opinion of IOM's representative is defective or substandard.
- 12.2 The Contractor shall allow the Project Manager and other IOM representatives to access to the work site at any time.

## 13. Insurance

- 13.1 Without limiting the Contractor's liability pursuant to Article 11 (Contractor's Responsibility), the following insurance cover is to be provided and maintained by the Contractor for the entire duration of this Agreement:
- (a) Third party liability for any one claim or series of claims arising out of any one accident or event;
  - (b) Workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
  - (c) Automobile public liability and property damage insurance; and
  - (d) Cover against loss or damage to the Works and materials during the construction.
- 13.2 The amount of coverage for each type of insurance is to be in line with relevant industry standards and in an amount acceptable to IOM.
- 13.3 Policies and certificates of insurance are to be provided to IOM prior to the commencement of the Works.

## 14. Warranties

- 14.1 The Contractor represents and warrants that it is financially sound and duly licensed, with the adequate labor/human resources, equipment and tools, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the Works in accordance with this Agreement.
- 14.2 The Contractor guarantees and warrants the performance and completion of the design and construction work to the full and complete satisfaction of IOM. The Contractor remains responsible for the damages caused or identified

within 12 (twelve) months from the date of issue of IOM's Certificate of Provisional Acceptance of the Works as per Articles 4.7 or 4.8, on account of defects in the construction, or the use of materials of inferior quality furnished by it, or due to any violation of the terms of the Agreement.

- 14.3 Any work re-performed by, or any rework, repair or replacement done in satisfaction of the Contractor's obligations in relation to its warranty under this Agreement, shall automatically be re-warranted by Contractor for additional 12 (twelve) months from the completion and provisional acceptance of the rework, repair, or replacement.
- 14.4 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Contractor shall, within 7 (seven) calendar days from IOM's demand, at Contractor's own cost and expense, remedy such portion of the Works done by the Contractor as in the opinion or judgment of IOM is unsound, incorrect or defective or not in accordance with the plans and specifications.
- 14.5 In case of Contractor's default, failure or refusal to carry out such order to remove and replace the unsound, incorrect or defective portion of the Works within 7 (seven) days as required by the previous clause, IOM may terminate this Agreement and/or engage the services of other persons to carry out the same. The Contractor shall bear all expenses arising there from or incidental thereto. IOM may require direct reimbursement for the cost of such action from the Contractor, deduct the expenses from any amount due to the Contractor, or deduct the amount from Performance Bond, the Bank Guarantee or the Retention Amount.
- 14.6 If any defects or imperfections are discovered by IOM and communicated to the Contractor after provisional acceptance but prior to final acceptance of the Works due to defective or improper workmanship and/or inferior quality of the material used, the Contractor shall immediately correct such defects within a period of 5 (five) days of receipt of written notice from IOM. Where the Contractor fails to act within this period, IOM may engage the services of a third party to correct the defect and hold the Contractor liable for the cost of such services. In such circumstances the Contractor shall reimburse IOM the cost of such repair, with interest at 2% (two percent) per month from the time such expenses were incurred until fully reimbursed. The Performance Bond, Bank Guarantee and Retention Amount, if not yet released at the time the said defects are found, may be used for this purpose.
- 14.7 The Contractor shall perform repair work with the utmost care and diligence to protect existing facilities and prevent damage thereto. In the event that damage to existing facilities is caused by such repairs, the Contractor shall repair such damage at its own expense and to IOM's satisfaction and acceptance.
- 14.8 The Contractor further warrants that:
- (a) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (b) In all circumstances it shall act in the best interests of IOM;
  - (c) No official or employee of IOM or any third party has received from, will be offered by, or will receive from the Contractor any direct or indirect benefit arising from the Agreement or award thereof;
  - (d) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
  - (e) All materials used are new, legally sourced and fit for their particular purpose;
  - (f) No asbestos or any other health hazard materials (lead paints etc.) will be used in the course of the construction;
  - (g) The Contractor, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (h) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Contractor shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
  - (i) The Contract Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Contractor 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 Contractor shall ensure that any subcontractors, as well as the officers, 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 Contractor becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (k) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Contractor will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (l) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Contractor determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Contractor shall ensure that this requirement is included in all subcontracts.

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

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

14.10 The Contractor further warrants that it shall:

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

14.11 The Contractor expressly acknowledges and agrees that breach by the Contractor, its employees or its Associated Personnel, of any provision contained in Articles 14.8, 14.9, or 14.10 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Contractor all losses suffered by IOM in connection with such breach.

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

14.13 The Contractor’s warranty obligation under this Agreement shall remain valid and existing during the warranty period, notwithstanding the handover of the Works by IOM to a third-party, and the Contractor shall remain liable to IOM for any defects in the construction, workmanship, use of substandard materials, or any violation of the terms of the Agreement during such warranty period.

## 15. Assignment and Subcontracting

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

15.2 Notwithstanding a written approval from IOM, the Contractor shall not be relieved of any liability or obligation

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<sup>1</sup> Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [NO355040.pdf \(un.org\)](#)

<sup>2</sup> UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Contractor shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions, if any. The Contractor remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

## **16. Force Majeure**

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

## **17. 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.

## **18. Independent Contractor**

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

## **19. Audit**

The Contractor agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Contractor shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years after the date of final payment, for inspection, audit, or reproduction. On request, employees of the Contractor shall be available for interview.

## **20. Confidentiality**

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

- 20.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name of the Contractor, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

## 21. Notices

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

**International Organization for Migration (IOM)**

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

[IOM's address]

Email: [IOM's email address]

**[Full name of the Contractor]**

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

[Contractor 's address]

Email: [Contractor 's email address]

## 22. Dispute Resolution

- 22.1 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.
- 22.2 In the event that the dispute, controversy or claim is not resolved by negotiation within 3 (three) months of receipt of the notice from one Party of the existence of such dispute, controversy or claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 22.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 22.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 22.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
- 22.6 This Article survives the expiration or termination of the present Agreement.

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

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

## 24. Status of IOM

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

## 25. No Waiver Clause

IOM's failure to insist upon a strict performance of any of the terms and conditions of this Agreement shall not be deemed a relinquishment of any right or remedy that IOM may have, nor shall it be construed as a waiver of Contractor's subsequent breach of this Agreement which shall continue to be in full force and effect. No waiver by IOM of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by IOM.

## 26. Termination of Agreement

- 26.1 IOM may, at its option, terminate for convenience any of the work under this Agreement in whole or in part, at any time by 7 (seven) days written notice to Contractor. Such notice shall specify the Completion Rate upon termination as established by Article 6.2 and the effective date of termination. Upon receipt of such notice Contractor shall:
- (a) Immediately discontinue the Works on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities other than as may be required for completion of such portion of the Works that is not terminated;
  - (b) Promptly cancel upon terms satisfactory to IOM all purchase orders, subcontracts, rentals, or any other agreement existing for the performance of the terminated work, or assign those agreements as directed by IOM;
  - (c) Assist IOM in the maintenance and protection of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by IOM under this Agreement;
  - (d) Complete performance of such portion of the Works which are not terminated; and
  - (e) Perform other related tasks, which IOM may reasonably instruct, in order to effect the termination of the work.
- 26.2 Upon termination as per the previous clause, as the sole right and remedy of Contractor, IOM shall pay in accordance with the following:
- (a) The Contract Price corresponding to the Works performed in accordance with this Agreement prior to the date of such notice of termination;
  - (b) Costs corresponding to the portion of the Works thereafter performed as specified in such notice of termination, subject to IOM's acceptance of such part of the Works;
  - (c) Reasonable and documented administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts, as agreed by IOM; and
  - (d) Reasonable costs incurred in demobilization and the disposition of residual material and equipment, as agreed by IOM.

The Contractor shall submit within 7 (seven) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. IOM shall review the proposal, and negotiate an equitable adjustment of the Contract Price. Other amounts paid in advance by IOM will be refunded by the Contractor within 7 (seven) days.

- 26.3 IOM may terminate this Agreement or any of the work under this Agreement at any time by immediate written notice to the Contractor, for causes which include but are not limited to:
- (a) The Contractor's violation of the terms and conditions of this Agreement;
  - (b) Contractor's default, failure or refusal to carry out order to remove and replace the unsound, incorrect or defective portion of the Works as per Article 14.5;
  - (c) Non-completion of the Works within the time agreed upon or the expiration of extension agreed upon, or delayed progress of the Works as stated in Article 6 or sub-standard work;



- (d) Institution of insolvency or receivership proceedings involving the Contractor;
- (e) If, in the judgment of IOM, the Contractor has engaged in corrupt or fraudulent practices in competing for and/or implementing the Agreement.

The written notice shall specify the Completion Rate as established by Article 6.2 upon termination, the effective date of termination, and any additional tasks that need to be performed including but not limited to those enumerated in Articles 26.1 and 26.2. Such termination shall be without prejudice to IOM's other rights and remedies in this Agreement, in law and in equity. Amounts paid in advance by IOM will be refunded by the Contractor within 7 (seven) days from the date of IOM's request.

- 26.4 Where IOM terminates this Agreement as per Article 26.3 above, all materials, plant, equipment and works financed under this Agreement shall be deemed to be the property of IOM, and the Contractor shall be liable for all the direct replacement cost incurred to IOM for the completion of the Works. The Contractor shall pay IOM the required amount within 30 (thirty) days from receipt of an invoice from IOM. The direct replacement cost shall be the difference between the remaining amount in Contract Price not paid to the Contractor upon termination including the Retention Amount (after the settlement of all remaining debts and obligations) and the actual cost spent by IOM for completion of the remainder of the Works plus overhead of 10% (ten percent) for additional administrative efforts of IOM.
- 26.5 Upon any termination, the Contractor shall waive any claims for damages including loss of anticipated profits on account thereof.
- 26.6 IOM may suspend the Agreement at any time, in whole or in part. In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Contractor in writing when the suspension is lifted and may modify the completion date. The Contractor shall not be entitled to claim or receive any additional payment or costs incurred during the period of suspension of this Agreement.

## **27. 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.

## **28. Entire Agreement**

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

## **29. Final Clauses**

- 29.1 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 the Article on Termination.
- 29.2 Except as provided under Article 7 above, any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

## **30. Special Provisions (Optional)**

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

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



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

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

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

Signature

Signature

---

Name:  
Position:  
Date:  
Place:

---

Name:  
Position:  
Date:  
Place:

**Annex X**  
**[Title]**

[Attach the Annex/es and label accordingly]

ADVANCE PAYMENT BANK GUARANTEE TEMPLATE

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Bank Guarantee for Advance Payment

To: *International Organization for Migration ("IOM")*  
*Office in [country]*  
*[Address]*

Re: Bank Guarantee for Advance Payment under the *[name of Contract]* between the International Organization for Migration and *[Name of Contractor]* signed on *[date]*.

International Organization for Migration (IOM):

We have been informed that *[Name of Contractor]* of *[registered address]* (hereinafter called "the Contractor") has entered into a Contract *[name of Contract]* with the International Organization for Migration, a related organization of the United Nations system, with Ref. No. *[number]* (hereinafter called "the Contract") signed on *[date of signature]* for the execution of *[full description of contract purpose]* (the "Purpose").

Furthermore, we understand that in accordance with the provisions of the Contract, specifically Article *[number of the clause]* of the above-mentioned Contract, an advance payment in the sum of *[amount in numbers] [amount in words]* ("Advance Payment") is to be made against a Bank Guarantee for Advance Payment to be deposited by the Contractor with IOM.

At the request of the Contractor, we *[Bank or Financial Institution acceptable to IOM]*, having our registered office at *[full physical address]* (hereinafter called "the Bank") hereby unconditionally and irrevocably undertake to guarantee as primary obligator and not as surety merely, the immediate payment to IOM on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, the amount not exceeding *[amount of Guarantee] [amount in words]*. We undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract (including its annexes) to be performed thereunder, including any extension of the term of the Contract, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification. We confirm that you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Guarantee.

This Guarantee shall remain valid and in full effect from the date of the Advance Payment under the Contract until *[insert the date of expiry]*, which date may be extended from time to time for such period as may be agreed by IOM and the Contractor. We waive any right we may have to receive notice of such extension and agree that this Guarantee shall remain valid and enforceable notwithstanding such extension. Any claim in respect thereof should reach us not later than the said date. Upon expiry, the Guarantee will be deemed invalid whether the original instrument would have been returned to the Bank or not.

This Guarantee shall not be assigned or transferred.

Nothing in or relating to this Guarantee 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.

Yours truly,



Sealed with the Common Seal of the Bank this.....(date).

Signature and seal:
Name and position of signatory:
Name of Bank/ Financial Institution:
Address:
Date:

PERFORMANCE SECURITY TEMPLATE

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Performance Security (Bank Guarantee)

To: *[name and address of IOM Office]*

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Performance Security by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract (the “Performance Security”);

AND WHEREAS we have agreed to give the Contractor such a Performance Security;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words] (“Guarantee Amount”)*, such sum being payable in the types and proportions of currencies in which the Contract Price (as defined in the Contract) is payable, and we undertake to pay you, immediately upon your first written demand and without cavil or argument, any sum or sums within the limits of *the Guarantee Amount* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We further undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Performance Security.

We hereby waive the necessity of your demanding the said debt from the Contractor or from any other party before presenting us with the demand. We further confirm you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Performance Security.

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

This Performance Security shall be valid until *[insert the date by which the vendor should complete all the services as indicated in the contract]*. Any claims hereunder must be submitted to us not later than the said expiry date, after which date this Performance Security automatically becomes null and void.

Nothing in or relating to this Performance Security 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.

Signature and seal of the Guarantor:

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Name and position of signatory:  
Name of Bank/ Financial Institution:  
Address:  
Date:





Date: \_\_\_\_\_

Date: \_\_\_\_\_

Confirmed by:

Approved  
by:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
COM

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

**This Work Variation Order is made pursuant to Article 7 of the Agreement. Any amendment or change under this Variation Order becomes effective upon signature by the duly authorized signatories of both Parties and is deemed to become an integral part of the Agreement, superseding the Contract Price and/or Completion Date, if applicable.**



**SECTION 7: PROPOSAL FORMS**

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

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

**Information Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

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

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

**Form J: Financial Proposal Submission**

**Form K: Format for Financial Proposal**

FORM A: PROPOSAL CONFIRMATION

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

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

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

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

Check applicable	Description
<input type="checkbox"/>	The requested services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive proposal for the requested services at the moment
<input type="checkbox"/>	The requested services are not available at the moment
<input type="checkbox"/>	We cannot meet the requested terms of reference
<input type="checkbox"/>	The information provided for proposal purposes is insufficient
<input type="checkbox"/>	Your RFP is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a proposal
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your requirement is too small
<input type="checkbox"/>	Our capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	The person handling proposals is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: <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"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Proposal	<input type="checkbox"/>
▪ Form H: CVs of proposed key personnel	
▪ Form I: Statements of exclusivity and availability for key personnel	
▪ Form L: Proposal Security	
▪ [Add other forms as necessary]	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Proposer Information?</b>	<input type="checkbox"/>

**Financial Proposal:**

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

FORM C: TECHNICAL PROPOSAL SUBMISSION

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

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

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

Yes	No	
-----	----	--

<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final
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<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

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

<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.

Yes	No	
<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 insert the latest VIS form**

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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

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

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

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

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

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

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

Name \_\_\_\_\_ of \_\_\_\_\_ partner:      Name \_\_\_\_\_ of \_\_\_\_\_ partner:

Signature: \_\_\_\_\_      Signature: \_\_\_\_\_



Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_ of \_\_\_\_\_ partner:

Name \_\_\_\_\_ of \_\_\_\_\_ partner:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FORM F: ELIGIBILITY AND QUALIFICATION

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

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

**History of Non- Performing Contracts**

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

**Litigation History (including pending litigation)**

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

**Previous Relevant Experience**

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

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



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

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

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

### Financial Standing

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

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

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



- a) Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
  - b) Historic financial statements must be audited by a certified public accountant;
  - c) Historic financial statements must correspond to accounting periods already completed and audited.
- Nostatements for partial periods shall be accepted.

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

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

**Section 1: Proposer’s qualification, capacity and expertise**

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

**Section 2: Proposed Methodology, Approach and Implementation Plan**

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

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

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

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

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

### **Section 3: Management Structure and Key Personnel**

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

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

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

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

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

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

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

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

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

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

From	To
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>
<a href="#">Click or tap here to enter text.</a>	<a href="#">Click or tap here to enter text.</a>

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

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

FORM J: FINANCIAL PROPOSAL SUBMISSION

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

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

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

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

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

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Signature : \_\_\_\_\_

*[Stamp with official stamp of the Proposer]*

**FORM K: FORMAT FOR FINANCIAL PROPOSAL**

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

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

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

**Table 1: Summary of Overall Prices**

	Amount
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
<b>Total Amount of Financial Proposal</b>	

**Table 2: Breakdown of Professional Fees**

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

**Table 3: Breakdown of Other Costs**

Description	Unit of Measure	Quantity	Unit Price	Total Amount
International flights	Return trip			



Subsistence allowance	Day			
Local transportation costs	Lump sum			
Out-of-pocket expenses				
Other costs (specify)				
<b>Subtotal Other Costs:</b>				

**Table 4: Breakdown of Price per Deliverable / Activity**

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