

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

SERVICES FOR

*Hotel Accommodations and Meeting Facilities Services
For Non-Exclusive Long-Term Agreement*

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

IOM Doha – Qatar

18 May 2022

REQUEST FOR PROPOSALS
RFP No.: QA22-025

Mission: Doha - Qatar

Project Name: Hotel Accommodations and Meeting Facilities Services

WBS: DP.2419, MH.0043, OP.0001, RE.0013

Title of Services: Provision of Hotel Accommodation and Meeting Facilities Services
for IOM Doha – Qatar
on Non- Exclusive Long-Term Agreement.

Request for Proposals

The International Organization for Migration, an organization which is part of the United Nations system, acting through its Mission in Qatar (hereinafter called **IOM**) intends to engage Service Provider for the [Provision of Hotel Accommodations and Meeting Facilities Services for IOM Qatar Mission based on Non-Exclusive Long-Term Agreement](#) for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: [Provision of Hotel Accommodation and Meeting Facilities Services for IOM Doha – Qatar Mission](#). More details on the services are provided in the Terms of Reference (TOR).

The Service Provider will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be sent to through mail to [IOM Qatar Tenders](mailto:qatartenders@iom.int) at qatartenders@iom.int on or before [31 May 2022 indicating the RFP number and Company Name in the email subject](#). No late proposal shall be accepted.

[This Request for Proposal is open to eligible local Service Providers](#)

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

BEAC Secretariat

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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Section I - Instructions to Service Providers /Consulting Firms

1. Introduction

- 1.1 IOM requests eligible Service Providers (ranging from 4 to 5 Star Hotels) to submit their best priced proposals (corporate and United Nations rates) for provision of Hotel Accommodation and Meeting Facilities Services (the “Services”) in relation to IOM activities associated and not limited to conducting events, workshops, trainings, etc. with due consideration to the following requirements of the Terms of Reference (TOR) for period of one to two years. Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM or Contact respective emails staff indicated above in the invitation before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or

the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers who have acknowledged receiving the Request for proposal and IOM will reposted it in the same advertised website.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least **Three (3) calendar days** before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

4.3 There is no a pre-Proposal conference envisaged for this RFP.

5. Preparation of the Proposal

- 5.1 A Service Provider Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in [English](#). All reports prepared by the contracted Service Provider shall be in [English](#).
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Service Providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment or to enter into a joint venture with Service Providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least [three years](#), preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 5 (Section III).
- a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the

outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-2). In this regard, unless the Service Provider clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider staffing schedule.
- c) A description of the approach, methodology and work plan for performing the assignment (TPF-3). An organization chart indicating relationships among the Service Provider and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment.
- d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 2
- 7.2 The Financial proposal shall include all costs associated with the assignment, shall be all inclusive and submitted in the RFP 2. All items and activities described in the Technical Proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract LTA. If such is the case, the Financial Proposal should be submitted including taxes except for the VAT, IOM is VAT exempt organization.
- 7.4. Service Providers shall express the price of their services in the national Currency [QAR](#).
- 7.5 The Financial Proposal shall remain valid for one to two years after the deadline for submission. IOM will make its best effort to complete negotiations and determine the award within the validity period.
- 7.6 The Financial Proposal shall include Audited Financial Statements for the last 3 years

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Service Provider shall submit one original copy of the proposal.

- a. Proposal must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place or date established by IOM. Any proposal submitted by the service provider after the deadline for receipt of Proposal prescribe by IOM shall be declared “Late” and shall not be accepted by the IOM and returned to the service provider unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than **Thirty (30) calendar day** after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion and based on Pass/Fail basis. Each responsive proposal shall be given a technical point. The proposal with the highest point or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualification.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria.
 - Proven Experience for at least 3 years.
 - Meeting the terms pf reference
 - The rating as per the certificates
 - Three Satisfactory client references.
 - Financial statement.
 - Submission of IOM Forms.
 - Number of Rooms.

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) late submission, *i.e.*, after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider and Terms of Reference (TOR);

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.

11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

a. The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

b. The Financial Proposal of Service Providers who passed the technical evaluation shall be opened, the lowest Financial Proposal (F1) shall be the highest priority and followed by the second lowest price etc. in case of failure of signing an agreement :

11.6 The firm achieving the highest combined technical and financial evaluation will be invited for negotiations.

12. Negotiations

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is [almost two weeks from receiving the proposal at IOM Doha office](#).

12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of

activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.

The Service Provider/ Consulting Firm is expected to commence the assignment [as soon as the bidding process is completed](#) and IOM [issues the Notice of Award](#).

14. Confidentiality

- Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of

confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan ()to achieve the TOR including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *[insert Title of consulting services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers/ Consulting Firms (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers/ Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs/ Price Schedule

1. Hotel Accommodations

a. Guestrooms' Accommodation Option

Type of Accommodation	Short Stay 1-29 Nights		Long Stay 30 Nights & Above	
	Room Only + 3 pcs of Laundry	Bed & Breakfast + 3 pcs of Laundry	Room Only + Minimum 90 pcs of Laundry/Month	Bed & Breakfast + Minimum 90 pcs of Laundry/Month
Classic/Standard Room Single	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Classic/Standard Room Double	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Premium Room Single	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Premium Room Double	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00

b. Apartments' Accommodation Option

<u>Apartment Type</u>	<u>Room Only – Guest Account</u>	<u>Bed & Breakfast – IOM Account & Guest Account</u>
1 Bedroom Apartment Run Of The House	QAR 00.00	QAR 00.00
2 Bedroom Apartment Run Of The House	QAR 00.00	QAR 00.00

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

2. Meeting Facilities Service

Conference package:

	Conference Room	Morning Snacks	Lunch	Afternoon Snacks
Up to 25pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Up to 50pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Up to 100pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00

Package includes: (add/delete or indicate inclusions from the below lists)

- Venue facilities as per set-up required (observing social distancing)
- Bottled Still mineral water, mints, conference pads and pens as needed
- Flipchart, white boards with paper, and markers as needed
- Screens and projector
- Podium if needed
- 1-2 wireless Microphones and built-in sound system
- Coffee and tea station (available during the entire event)
- Signage for the event
- High speed internet
- Dedicated valet parking / VIP parking slots as may be required
- Hand sanitizers and masks for guests
- Registration desk

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

Background

The International Organization for Migration (IOM) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society. In the framework of United States Refugee Admissions Program (USRAP) in Doha Qatar, IOM aims to engage one or several hotel facilities for the provision of Hotel Accommodations and Meeting Facilities Services in the implementation of its activities in the country.

Scope of the Services

The International Organization for Migration, Mission in Doha would like to invite interested bidders and enter into a Non-Exclusive Long-Term Agreement for Hotel Accommodation and Meeting Facilities Service for a period of one to two years which is renewable based on satisfactory performance and good relationship.

The Hotel Accommodation is required for IOM Staff and partners on a demand basis as well as for Meeting Facilities Service for the conduct of IOM meetings, workshops and various events. Rates are requested in accordance to the following:

1. Hotel Accommodations

a. Guestrooms' Accommodation Option

Type of Accommodation	Short Stay 1-29 Nights		Long Stay 30 Nights & Above	
	Room Only + 3 pcs of Laundry	Bed & Breakfast + 3 pcs of Laundry	Room Only + Mnium 90 pcs of Laundry/Month	Bed & Breakfast + Mnium 90 pcs of Laundry/Month
Classic/Standard Room Single	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Classic/Standard Room Double	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Premium Room Single	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Premium Room Double	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00

b. Apartments' Accommodation Option

- If IOM is settling on behalf of the guests, breakfast package should be included for all apartments bookings; and
- If guest is settling on his/her behalf, he/she will be eligible to book Room Only (RO) rates if requested.

Long Stay ONLY for apartments (Minimum of 30+ Nights) – There is no Short Stay for apartments' accommodation option.

<u>Apartment Type</u>	<u>Room Only – Guest Account</u>	<u>Bed & Breakfast – IOM Account & Guest Account</u>
1 Bedroom Apartment Run Of The House	QAR 00.00	QAR 00.00
2 Bedroom Apartment Run Of The House	QAR 00.00	QAR 00.00

Guestrooms & Apartments Accommodation options will be applicable for bookings paid by:

- A. IOM Doha Office (Master/Company Account) on behalf of its guests/employees
- B. IOM guests directly settling by themselves (Guest Account)

Below regular benefits will remain the same:

Additional Benefits (For guestrooms & apartments)	Unlimited 24 hours internet access
	Complimentary tea, coffee, water. Tea/coffee making facilities
	Personal in-room safe, Bathrobes and hairdryer, Iron and ironing board, basic secretarial assistance
	Complimentary use of all leisure facilities gym, swimming pool
	Provide your best discount on Food & Beverage consumption, except alcohol & tobacco
	Provide your best discount on additional laundry services
	Provide your best discount in Spa massage at Bodylines
	1 parking lot for each room/apartment
	2 times, full cleaning/housekeeping service per week
	Any other benefits that may apply

Note: Guests will bear sole responsibility for paying any additional services used during stay at the hotel. IOM will not hold any responsibilities in this regard.

Cancellation policy:

No penalty applies in the event of cancellation, postponement or changing bookings by IOM.

2.Meeting Facilities Service

Conference package:

Rooms and Catering Services for IOM-organised events on a demand basis with the following details:

- provide IOM with conference rooms and catering services during IOM organized events. All necessary setup and technical assistance will be provided by the Service Provider during such events.
- The price per conference room and other IOM requirements shall be confirmed via Purchase Orders

Provide breakdown of costs as follows:

	Conference Room	Morning Snacks	Lunch	Afternoon Snacks
Up to 25pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Up to 50pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00
Up to 100pax	QAR 00.00	QAR 00.00	QAR 00.00	QAR 00.00

Package includes:

- Venue facilities as per set-up required (observing social distancing)
- Bottled Still mineral water, mints, conference pads and pens as needed
- Flipchart, white boards with paper, and markers as needed
- Screens and projector
- Podium if needed
- 1-2 wireless Microphones and built-in sound system
- Coffee and tea station (available during the entire event)
- Signage for the event
- High speed internet
- Dedicated valet parking / VIP parking slots as may be required
- Hand sanitizers and masks for guests
- Registration desk

Eligibility Criteria

The bidders will be assessed based on the following Eligibility Criteria in order to advance to Technical Evaluation:

- 1) Presence of Legal Registration to work in country of operation (Proven registration commercial documents), Vendor Information Sheet attached with this RFP, should be filled signed and stamped and attach it along with signed copy of vendor code of conduct and declaration of conformity and valid bank account in QAR or USD

*(if the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids any information updating their original VIS or company profile on file or, alternatively, confirm in their bids that the originally submitted information remains essentially correct as of the date of bid submission)

- 2) Three Satisfactory client references;
- 3) Proven Experience for at least 3 years (with 4-5 star rating, providing certificate)

Payment Terms:

- Hotel to provide IOM with invoice and related billing charges upon completion of contracted services
- Payment will be due within 15-30 days upon submission of complete invoice and billing documents
- Additionally for Accommodations, if IOM is settling on behalf of guests, Hotel to provide IOM guest folios and summary costs of accommodation bookings at the end of each guest stay (for short term stay) and at the end of each month (for long term stay)

Section V – Pro-forma Contract

GPSU.SF.19.20

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, Mission in *[XXX]*, *[Address of the Mission]*, represented by *[Name, Title of Chief of Mission etc.]*, hereinafter referred to as “**IOM**,” and *[Name of the Service Provider]*, *[Address]*, represented by *[Name, Title of the representative of the Service Provider]*, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

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

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

Annex A - Bid/Quotation Form

Annex B - Price Schedule

Annex C - Delivery Schedule and Terms of Reference

Annex D - Accepted Notice of Award (NOA)

2. Services Supplied

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

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

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- In all circumstances it shall act in the best interests of IOM;
- No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

The Service Provider further warrants that it shall:

- Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
- Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
- Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the

age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.

- Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- Ensure that the SEA provisions are included in all subcontracts.
- Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. Assignment and Subcontracting

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

6. Delays/Non-Performance

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

7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: *[Name of IOM contact person]*

[IOM's address]

Email: *[IOM's email address]*

[Full name of the Service Provider]

Attn: *[Name of the Service Provider's contact person]*

[Service Provider's address]

Email: *[Service Provider's email address]*

12. Dispute resolution

12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name

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

14. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

15. Guarantee and Indemnities

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

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

16. Waiver

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

17. Termination

17.1 IOM may terminate this Agreement at any time, in whole or in part.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

18. Severability

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

19. Entirety

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

Special Provisions (Optional)

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

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

21. Final clauses

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

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

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

For and on behalf of

The International Organization
for Migration

Signature

Name

Position

Date

Place

For and on behalf of

[Full name of the Service Provider]

Signature

Name

Position

Date

Place