**REQUEST FOR PROPOSAL (RFP)**

#  Consultancy on Skills Building Trainings and Business Development Trainings for Returning Labor Migrants and Communities in Punjab

RFP Reference No.: RFP/PAK/July/2022/021

Country: Pakistan

Issued on: 07-Jul-22

# 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

Section 6: 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 **pakbids@iom.int** no later than 29/07/2022., indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

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| Name: Irfan ZafarTitle: Sr. Procurement & Logistics CoordinatorDate: 07-Jul-22 |  |

# SECTION 2: INSTRUCTIONS TO PROPOSERS

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| GENERAL  |
| Scope  | Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.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.  |
| Interpretation of the RFP | 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. |
| Supplier Code of Conduct | All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: <https://www.ungm.org/Public/CodeOfConduct>.  |
| Eligible proposers | Proposers shall have the legal capacity to enter into a binding contract with IOM. 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.All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.Proposers shall not be eligible to submit a proposal if at the time of proposal submission: * is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
* is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list)
* is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984).
* Other sanctions lists, if applicable, as per the discretion of the IOM.
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| Proprietary information | 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. |
| Publicity | During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP. |
| SOLICITATION DOCUMENTS |
| Clarification of solicitation documents | 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.IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.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. |
| Amendment of solicitation documents | 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.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. |
| PREPARATION OF PROPOSALS |
| Cost of preparation of proposal | 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. |
| Language | 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. |
| Documents establishing eligibility and qualifications of the proposer | The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 6 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. |
| Technical proposal format and content | The proposer is required to submit a technical proposal using the forms provided in Section 6 and taking into consideration the requirements in the RFP.The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive. |
| Financial proposal | The financial proposal shall be prepared using the form provided in Section 6 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.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.Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| Currencies | 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: * IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure.
* In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above.
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| Duties and taxes | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet |
| Proposal validity period  | 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. 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.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. 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.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. |
| Proposal security | 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. 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.If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal. 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.Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by IOM. pursuant to Article 16 (Proposal Validity Period).The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions: * If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;
* In the event the successful Proposer fails:
	+ to sign the contract after IOM. has issued an award; or
	+ 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.
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| Joint Venture, Consortium or Association | 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: * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and
* if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.

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.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.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. 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..A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:* Those that were undertaken together by the JV, Consortium or Association; and
* Those that were undertaken by the individual entities of the JV, Consortium or Association.

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.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. |
| Only one proposal | 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. Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:* they have at least one controlling partner, director, or shareholder in common; or
* any one of them receive or have received any direct or indirect subsidy from the other/s; or
* they have the same legal representative for purposes of this RFP; or
* they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process;
* they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
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| Alternative proposals | 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. 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. |
| Pre-proposal conference | A pre-proposal conference will be conducted on 15th July at 2:30PM (online) and according to any instructions specified in Section 3: Data Sheet. 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.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. 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).The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.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. |
| Site inspection | 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. 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.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. 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.Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:* 1. loss of or damage to any real or personal property;
	2. personal injury, disease or illness to, or death of, any person;
	3. financial loss or expense, arising out of the carrying out of that site inspection; and
	4. transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.

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).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. |
| Errors or omissions | 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.Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Proposers responsibility to inform themselves  | Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they: * examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
* review the RFP to ensure that they have a complete copy of all documents;
* obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;
* verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with IOM, its employees or agents;
* attend any pre-proposal conference if it is mandatory under this RFP;
* fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and
* form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.

Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers. |
| No material change(s) in circumstances | The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to: * a change affecting any declaration, accreditation, license or approval;
* major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;
* a change to any information on which IOM may rely in assessing proposals.
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| SUBMISSION AND OPENING OF PROPOSALS |
| Instruction for proposal submission | 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.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.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. |
| Deadline for proposal submission | Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <http://www.timeanddate.com/worldclock/>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM. 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. |
| Withdrawal, substitution and modification of proposals | 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”. 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.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.  |
| Storage of proposals | 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.  |
| Proposal opening | 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. 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.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.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.No proposal shall be rejected during proposal opening, except for late proposals.  |
| Late proposals | 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.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. |
| EVALUATION OF PROPOSALS |
| Confidentiality | 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. 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. |
| Evaluation of proposals | IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.Evaluation of proposals shall be undertaken in the following steps:* 1. Preliminary examination
	2. Evaluation of minimum eligibility and qualification (if pre-qualification is not done)
	3. Evaluation of technical proposals
	4. Evaluation of financial proposals.
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| Preliminary examination | 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. |
| Evaluation of eligibility and qualification | 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). |
| Evaluation of technical and financial proposals | The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation. 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.When the Data Sheet specifies a **combined scoring method**, the formula for the rating of the proposals will be as follows:Rating the Technical Proposal (TP): **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100Total Combined Score:**Combined Score =** (TP Rating) x (Weight of TP, e.g. 75%) + (FP Rating) x (Weight of FP, e.g., 25%) |
| Post-qualification | 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:* 1. Verification of accuracy, correctness and authenticity of information provided by the proposer;
	2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
	3. 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;
	4. 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;
	5. Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;
	6. Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
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| Clarification of proposals | 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).IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.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. |
| Responsiveness of proposal | 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:1. affects in any substantial way the scope, quality, or performance of the services specified in the contract; or
2. limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or
3. if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.

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. |
| Nonconformities, reparable errors and omission | 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.Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:1. 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;
2. 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
3. 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.

If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited. |
| Right to accept any proposal and to reject any or all proposals | 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. |
| AWARD OF CONTRACT |
| Award criteria | Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.  |
| Right to vary requirement at time of award | At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.  |
| Notification of award | Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Debriefing | In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer’s submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer’s submission shall not be discussed. |
| Performance security | The successful Proposer, if so specified in Section 3: Data Sheetshall 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).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. |
| Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order. |
| Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int  |

# SECTION 3: DATA SHEET

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

|  |  |  |
| --- | --- | --- |
| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number of this Request for Proposal (RFP) is RFP/PAK/July/2022/021 .The services include the  **Consultancy on Skills Building Trainings and Business Development Trainings for Returning Labor Migrants and Communities in Punjab** as further described in Section 5 of this RFP. |
| 4. | Eligible proposers | Bidders from all countries are elegible to bid. |
| 7. | Clarification of solicitation documents | Contact details for clarification of solicitation documents:Focal Person: Syed ShakeebE-mail address: iomisbprocurment@iom.int**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).** |
| Deadline for submitting requests for clarifications / questions:15-Jul-22. |
| Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:Posting on the website. |
| 10. | Language | All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in English. |
|  | Partial proposals | Submitting proposals for parts or sub-parts of the TOR is:Not allowed |
| 14. | Currencies | Prices shall be quoted in PKR/USD  |
| 15. | Duties and taxes | All prices shall:Be inclusive of VAT and other applicable indirect taxes. |
| 16. | Proposal validity period | 120 days |
| 17. | Proposal security | Not Required |
| 20. | Alternative proposals | Shall not be considered.. |
| 21. | Pre-proposal conference | Will be conducted |
| 22. | Site inspection | A site inspection will not be held. |
| 26. | Instructions for proposal submission | Allowable manner of submitting proposals:☐ e-tendering[x] Email☐ Courier / hand delivery**SUBMISSION BY EMAIL:**The Technical Proposal shall be sent in a separate email with the mandatory subject line: **Technical - FP/PAK/July/2022/21 - Consultancy on Skills Building Trainings and Business Development Trainings** (Company/Service Provider Name)The Financial Proposal shall be sent in a separate email with the mandatory subject line: **Financial - RFP/PAK/July/2022/21 - Consultancy on Skills Building Trainings and Business Development Trainings** (Company/Service Provider Name) **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.** Proposal submission address: **pakbids@iom.int**. **PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).*** File Format: pdf
* File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
* All files must be free of viruses and not corrupted*.*
* Max. File Size per transmission: 4MB.
* Mandatory subject of email: **Mentioned above.**
* If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.
* Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.
* It is recommended that the entire Proposal be consolidated into as few attachments as possible.
* The proposer should receive an email acknowledging email receipt.
 |
| 27. | Deadline for proposal submission | Date: 29-Jul-22Time: 17:00Time zone: Pakistan Standard Time |
| 30. | Proposal Opening | [x]  Public proposal opening will not be held☐ Public opening of technical proposals will be held as per below details.Date and Time: Click or tap here to enter text.Venue: Click or tap here to enter text.☐ Public opening of financial proposals will be held as per below details.Date and Time: 1st AugustVenue: At IOM Office Islamabad |
| 36. | Evaluation of technical and financial proposals | Evaluation will be based on:☐ Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)[x]  Combined scoring method using a distribution of 80%-20%. Technical proposal - financial proposal☐ Other Click or tap here to enter text.The maximum number of technical points is detailed in Section 4: Evaluation CriteriaTo be substantially compliant, Proposers must obtain a minimum threshold of 70 % of maximum points. |
| 43. | Right to vary requirement at time of award | N/A |
|  | Contract award to one or more proposer | One will award a contract to:One or more Bidders, depending on the following factors: [enter details]  |
|  | Type of contract to be awarded  | Service Contract |
|  | Expected date for commencement of contract | 01-Sep-22 |
|  | Conditions of contract to apply | Will be shared |
| 47. | Performance Security | Not required |
| 48. | Advance payment | Not allowedIf allowed, Bank Guarantee Choose an item. |
| 49. | Liquidated damages | Will be imposed as follows:Percentage of contract price per week of delay: 2% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract. |
|  | Other information related to the RFP | *[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]* |

# SECTION 4: EVALUATION CRITERIA

**Preliminary Examination Criteria**

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

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Completeness of the Proposal | All documents requested in Section 2: Instruction to Proposers have been provided and are complete. |
| Proposal Validity |  |

**Minimum Eligibility and Qualification Criteria**

* The service provider must be registered under the relevant laws of Pakistan
* The service provider must have proven prior experience of designing and implementing skills development trainings and business development trainings
* The service provider must have a pool of technical exports to lead the process of manual development for trades such as salon and beauty parlor management, cooking and culinary, electrician, livestock farming, freelance and e-commerce, tailoring and embroidery, auto mechanic, and kitchen gardening
* The service provider must provide details of at least three similar 3 projects completed in the past 5-7 years
* The service provider must have demonstrated experience of working with returning labor migrants, marginalized groups, and vulnerable women
* Experience with international multi-cultural, multilingual organizations or companies will be assessed favourably.

**Technical Evaluation Criteria**

|  |  |
| --- | --- |
| **Summary of technical proposal evaluation sections** | **Points obtainable** |
| 1. | Organization’s profile and overall experience with multiple clients/donors | 10 |
| 2. | Relevant experience in trainings on skills building and business development | 15 |
| 3. | Experience of working with returning labour migrants | 5 |
| 4 | Experience of working with marginalized groups and vulnerable women | 5 |
| 5 | Profiles/CVs of trainers proposed for trainings | 15 |
| 6 | Proposed methodology, workplan and timeline | 25 |
|  | **Total** | **75** |

# SECTION 5: TERMS OF REFERENCE

**Consultancy on Skills Building Trainings and Business Development Trainings for Returning Labor Migrants and Communities in Punjab**

International Organization for Migration is looking for a service provider firm according to the terms of reference given below:

**I. Introduction**

International Organization for Migration (IOM) is the leading intergovernmental organization in the field of migration and works closely with governmental, intergovernmental, and non-government partners. IOM launched its operations in Pakistan in 1981 to support the government of Pakistan with the influx of Afghan migrants. Pakistan has been a Member State of IOM since 1992, and in October 2000 the Government of Pakistan and IOM signed a Cooperation Agreement. In line with its global priorities, and in coordination with the Government of Pakistan, IOM implements a broad range of projects in Pakistan related to migration management, migration health, resettlement and reintegration, disaster risk reduction (DRR), resilient recovery following disasters, capacity development and community stabilization.

**II. Project Overview**

IOM with the support of Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) is implementing a project titled “Strengthening social and economic resilience of returning Pakistani migrants”. Return migration to Pakistan is a continuous phenomenon, with large numbers of regular and irregular labor migrants returning to the country each year, and especially as result of COVID-19 pandemic. Through this project, IOM aims to contribute to Government of Pakistan’s plan of reintegration of labor migrants who return to Pakistan from different countries after facing economic hardships and losing their jobs. In addition to targeting returning labor migrants, the project also targets family members of returnees especially women, who do not have access to income generating opportunities. The project geographically focuses on four districts of Punjab province, namely Lahore, Gujranwala, Faisalabad, and Rawalpindi.

The project has two main outcomes:

**Outcome 1:** Returning migrants and their communities demonstrate increased awareness of available reintegration assistance mechanisms through which they can improve their income and livelihood options

**Outcome 2:** Marginalized returning migrants and their families have access to skill development trainings and start up support to improve their livelihood opportunities

Under these outcomes, IOM is organizing community awareness sessions for returning migrants and their communities while also using digital and conventional media to spread information about available support mechanisms. Moreover, IOM is offering skills-based trainings, business development trainings and in-kind assistance to those people who are interested in setting up small scale businesses.

**III. Purpose of Assignment**

This assignment will contribute to Outcome 2 of the project where the service provider will implement the skills building trainings and business development trainings for target beneficiaries. More specifically the assignment is to organize skills building trainings and business development trainings for 80 returning migrants and community members. The timeline for implementation of these trainings is 2.5 months, including planning and designing of trainings, implementation of trainings, post-training assessment and reporting.

**IV. Scope of Work**

***Skills Building Training***

Four (4) training sessions on skill building will be organized for 80 selected beneficiaries, with each training session spreading over a period of maximum 10 days. Four categories/themes will be selected from the following trades: salon and beauty parlor management, cooking and culinary, electrician, livestock farming, freelance and e-commerce, tailoring and embroidery and language courses. Each training session will have 20 participants.

***Business Development trainings***

Two (2) training sessions of business development trainings will be organized for 80 selected beneficiaries who will complete the skill development trainings and will be interested to setup new businesses. Beneficiaries will be selected based on their performance in the skills development trainings. The training curriculum will spread over a maximum of 3 days and include detailed sessions on business cycle development, planning, marketing, budgeting, and overall business management. Each training session will comprise of 40 participants.

**V. Tasks for Service Provider**

The service provider is expected to conduct the following:

* Prepare a detailed training plan for each of these trainings; the plan must include essential details of date, venue, and tentative agenda for each training. The plan needs to be finalized and shared with IOM by 5th September 2022.
* Develop four (4) training manuals for each area of skills development trainings and will develop one (1) training module, customized to the needs of beneficiaries, for business development trainings. The manuals need to be finalized and shared with IOM by 25th September 2022. Any additional materials, handouts, pre-post tests and training evaluation documents will also be prepared and printed by the service provider in English and Urdu languages. The training modules and relevant material will be reviewed and approved by Project Manager, IOM.
* Provide at least one (1) expert trainer for each area of skills development training and business development training. Detailed profiles of trainers will be shared by the service provider at the time of submission of narrative proposal for this consultancy.
* Make logistics arrangement for trainers and beneficiaries for skills development trainings and business development trainings including hotel arrangements (hall booking, room booking on twin-sharing), travel/pick and drop arrangements for participants of training, meals during the training and any other miscellaneous arrangements required during training sessions. For all related arrangements, the service provider will coordinate with IOM to ensure compliance with the UN security requirements. All trainings should be organized and completed before November 15, 2022.
* Produce two comprehensive reports: i) for skills building trainings and ii) for business development trainings

IOM will facilitate in the following manner:

1. Provide the list of beneficiaries for skills development trainings and business development trainings.
2. Provide the list of final trades selected for skills development training.
3. Coordinate regularly with service provider to provide input and support needed throughout the process, including review and feedback to the reports.

**VI. Deliverables**

1. Comprehensive training plan for skills building trainings and business development trainings
2. Training manuals, agenda, relevant handouts, and training assessment tools
3. Two separate reports for skills building trainings and business development trainings after the completion of all trainings.
4. Training documents such as attendance records, pictures, short testimonials from participants and business plans for participants who participate in the business development trainings

**VII. Duration**

The total duration for this assignment is 75 calendar days. The assignment will begin no later than 1st September 2022 and should be completed by 15 November 2022.

**VIII. Eligibility Criteria**

* The service provider must be registered under the relevant laws of Pakistan
* The service provider must have proven prior experience of designing and implementing skills development trainings and business development trainings
* The service provider must have a pool of technical exports to lead the process of manual development for trades such as salon and beauty parlor management, cooking and culinary, electrician, livestock farming, freelance and e-commerce, tailoring and embroidery, auto mechanic, and kitchen gardening
* The service provider must provide details of at least three similar 3 projects completed in the past 5-7 years
* The service provider must have demonstrated experience of working with returning labor migrants, marginalized groups, and vulnerable women
* Experience with international multi-cultural, multilingual organizations or companies will be assessed favorably

**X. How to Apply**

Application procedure is mentioned in Section 3.

The service provider’s proposals will be assessed against the following evaluation criteria:

|  |  |  |
| --- | --- | --- |
| Narrative Proposal | 75 marks | * Organization’s profile and overall experience with multiple clients/donors (10 marks)
* Relevant experience in trainings on skills building and business development (15 marks)
* Experience of working with returning labor migrants (5 marks)
* Experience of working with marginalized groups and vulnerable women (5 marks)
* Profiles of trainers proposed for trainings (15 marks)
* Proposed methodology, workplan and timeline (25 marks)
 |
| Financial Proposal | Mentioned in Section 2 (36) |  |

Following documents should be attached with the proposal:

1. Service providers’ complete profile with organizational structure and relevant experience
2. Profiles of trainers/experts for each field mentioned in the TORs
3. Copy of legally registered entity
4. Two references from previous similar assignments

To facilitate the application and clarify above mentioned requirements for submission of the narrative and financial proposal, IOM will organize an online orientation session on 15 July 2022. The service providers who are interested in attending the orientation session can share their interest on zjabeen@iom.int by 13 July 2022.

# SECTION 6: 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** |
| **☐** | **YES**, we intend to submit a proposal. |
| **☐** | **NO**. We are unable to submit a competitive proposal for the requested services at the moment |

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

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

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

## FORM B: CHECKLIST

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

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

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Proposal Forms?**  |  |
| * Form C: Technical Proposal Submission
 | ☐ |
| * Form D: Proposer information/Vendor Information Sheet
 | ☐ |
| * Form E: Joint Venture/Consortium/Association Information
 | ☐Attached ☐ N/A |
| * Form F: Eligibility and Qualification
 | ☐ |
| * Form G: Technical Proposal
 | ☐ |
| * Form H: CVs of proposed key personnel
 |  |
| * Form I: Statements of exclusivity and availability for key personnel
 |  |
|  |  |
|  |  |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?**  | ☐ |
| **Have you provided the required documents in support of Form D: Proposer Information?** | ☐ |

**Financial Proposal:**

|  |  |
| --- | --- |
| * Form J: Financial Proposal Submission
 | ☐ |
| * 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[[1]](#footnote-2)**

| **Yes** | **No** |  |
| --- | --- | --- |
|[ ] [ ]  On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|[ ] [ ]  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. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|[ ] [ ]  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. |
|[ ] [ ]  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. |
|[ ] [ ]  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. |
|[ ] [ ]  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.  |
|[ ] [ ]  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. |
|[ ] [ ]  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.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|[ ] [ ]  It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|[ ] [ ]  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.  |
|[ ] [ ]  IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.  |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## FORM D: PROPOSER INFORMATION (Vendor Information Sheet) [Attached separately]

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## FORM F: ELIGIBILITY AND QUALIFICATION

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

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

**History of Non- Performing Contracts**

|  |
| --- |
| ☐No non-performing contracts during the last 3 years  |
| ☐ 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)

|  |
| --- |
| ☐ No litigation history for the last 3 years |
| ☐ 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**

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

|  |  |
| --- | --- |
| **Financial information**(state currency) | **Historic information for the last 3 years** |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* |
| 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:

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

## FORM G: FORMAT FOR TECHNICAL PROPOSAL

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

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

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

1.1 Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.

1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.3 Relevance of specialised knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Organization’s commitment to sustainability.

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

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

2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.

2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.

2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.

2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

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

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

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

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

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

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

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

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

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

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 AVAILABLITY**

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

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

|  |  |
| --- | --- |
| **From** | **To** |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

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

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

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

Name:

Title:

Date:

Signature:

## FORM J: FINANCIAL PROPOSAL SUBMISSION

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

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

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

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

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

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

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

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

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

 *[Stamp with official stamp of the Proposer]*

## FORM K: FORMAT FOR FINANCIAL PROPOSAL

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

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

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

**Table 1: Summary of Overall Prices**

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

**Table 2: Breakdown of Professional Fees**

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

**Table 3: Breakdown of Other Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit of Measure** | **Quantity** | **Unit Price** | **Total Amount** |
| International flights | Return trip |  |  |  |
| Subsistence allowance | Day |  |  |  |
| Local transportation costs | Lump sum |  |  |  |
| Out-of-pocket expenses |  |  |  |  |
| Other costs (specify) |  |  |  |  |
| **Subtotal Other Costs:** |  |

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

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

1. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)