

# REQUEST FOR PROPOSAL (RFP)

**Provision of Medical Health Referrals and ambulance services for the emergency cases in the following location: Zwara City on a long-term agreement basis for Two years**

RFP Reference No.: LY23-071  
Country: LIBYA  
Issued on: 13 February 2023

## SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

- Form A: Proposal Confirmation
- Form B: Checklist
- Form C: Technical Proposal Submission
- Form D: Proposer Information
- Form E: 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 [iomlibyaproposal@iom.int](mailto:iomlibyaproposal@iom.int) no later than **20 February 2023**, indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

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Name: Bids Evaluation and Award Committee (BEAC).

Date: 13 February 2023

## SECTION 2: INSTRUCTIONS TO PROPOSERS

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

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

	<p>the contract in the currency of IOM’s preference, using the conversion method specified above.</p>
<p><b>15. Duties and taxes</b></p>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet</p>
<p><b>16. Proposal validity period</b></p>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<p><b>17. Proposal security</b></p>	<p>Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by IOM pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM, and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>● If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or;</li> <li>● In the event the successful Proposer fails: <ul style="list-style-type: none"> <li>○ to sign the contract after IOM has issued an award; or</li> </ul> </li> </ul>

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

	<ul style="list-style-type: none"> <li>● any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>● they have the same legal representative for purposes of this RFP; or</li> <li>● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process;</li> <li>● they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.</li> </ul>
<p><b>20. Alternative proposals</b></p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
<p><b>21. Pre-proposal conference</b></p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP.</p>
<p><b>22. Site inspection</b></p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p>

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



	<ul style="list-style-type: none"> <li>• a change affecting any declaration, accreditation, license or approval;</li> <li>• major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors;</li> <li>• a change to any information on which IOM may rely in assessing proposals.</li> </ul>
<b>SUBMISSION AND OPENING OF PROPOSALS</b>	
<b>26. Instruction for proposal submission</b>	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>The Vendor is allowed to submit a proposal for one specific location, two locations or even three depending on their mode of operation and presence in the locations under this Request for proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p>
<b>27. Deadline for proposal submission</b>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<b>28. Withdrawal, substitution and modification of proposals</b>	<p>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM’s cost.</p>
<b>29. Storage of proposals</b>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No</p>

	responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.
<b>30. Proposal opening</b>	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>The proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<b>31. Late proposals</b>	Any proposal received by IOM after the deadline for submission of proposals will be automatically disqualified. 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.
<b>EVALUATION OF PROPOSALS</b>	
<b>32. Confidentiality</b>	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
<b>33. Evaluation of proposals</b>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary examination</li> <li>b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done)</li> <li>c) Evaluation of technical proposals</li> <li>d) Evaluation of financial proposals.</li> </ol>
<b>34. Preliminary examination</b>	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.
<b>35. Evaluation of eligibility and qualification</b>	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).
<b>36. Evaluation of technical and financial proposals</b>		<p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and Pass/Fail system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails the technical evaluation, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the Pass statuses will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which will be the <b>lowest price substantially compliant offer</b>.</p>
<b>37. Post-qualification</b>		<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the proposer;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;</li> <li>d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer;</li> <li>f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>38. Clarification proposals</b>	<b>of</b>	<p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<b>39. Responsiveness proposal</b>	<b>of</b>	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p>

	<p>a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or</p> <p>b) limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or</p> <p>c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.</p> <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposed by correction of the material deviation, reservation, or omission.</p>
<p><b>40. Nonconformities, reparable errors and omission</b></p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <p>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</p> <p>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.</p>
<p><b>41. Right to accept any proposal and to reject any or all proposals</b></p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.’s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>
<p><b>AWARD OF CONTRACT</b></p>	
<p><b>42. Award criteria</b></p>	<p>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.</p>
<p><b>43. Right to vary requirement at time of award</b></p>	<p>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.</p>

<b>44. Notification of award</b>	<p>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.</p>
<b>45. Debriefing</b>	<p>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.</p>
<b>46. Performance security</b>	<p>Not applicable</p>
<b>47. Bank guarantee for advance payment</b>	<p>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.</p>
<b>48. Liquidated Damages</b>	<p>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.</p>
<b>49. Proposal protest</b>	<p>Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to <a href="mailto:mescu@iom.int">mescu@iom.int</a></p>

### SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is LY23-071.</p> <p>The services include the <b>Provision of Medical Health Referrals and ambulance services for the emergency cases in the following location: Zwara City on a long-term agreement basis for Two years</b> as further described in Section 5 of this RFP.</p> <p>Based on the results of this competitive solicitation exercise, IOM Libya Mission intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful proposer(s) for the provision of an indefinite quantity of the specified services in support of <b>Provision of Medical Health Referrals and ambulance services for the emergency cases in the following location: Zwara City on a long-term agreement basis for Two years</b>. In the event of IOM Libya Mission signing Long Term Agreement(s), the following shall apply:</p> <p>The successful proposer shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: <b>TWO (2)</b> years with the possibility of extension for up to one year subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible proposers	Only Bidders from Libya
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Procurement Unit</p> <p>Address: Hay Al Kuwait, Janzour, Tripoli, Libya</p> <p>E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <hr/> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 06-Mar-23</p> <p>Time: 17:00</p> <p>Time zone: Tripoli Time (GMT +2)</p>

		<p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p> <p>Direct communication to prospective proposers by email and posting on the website <a href="https://libya.iom.int/tenders">https://libya.iom.int/tenders</a> , <a href="https://www.ungm.org">https://www.ungm.org</a> (UNGM)</p>
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	<p>Submitting proposals for parts or sub-parts of the TOR is:</p> <p><b>Not Allowed</b></p>
14.	Currencies	<b>Prices shall be quoted in USD (US Dollars)</b>
15.	Duties and taxes	<p>All prices shall:</p> <p><b>Be exclusive of VAT and other applicable indirect taxes.</b></p>
16.	Proposal validity period	<b>120 days</b>
17.	Proposal security	<b>Not Required</b>
20.	Alternative proposals	<b>Shall not be considered.</b>
21.	Pre-proposal conference	<b>Will not be conducted</b>
22.	Site inspection	Will not be held
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p><b>SUBMISSION BY EMAIL:</b></p> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <b>12 Mb</b></li> <li>▪ Mandatory subject of email: <b>RFP LY23-071</b></li> <li>▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.</li> <li>▪ It is recommended that the entire bid be consolidated into as few attachments as possible.</li> </ul>

		<ul style="list-style-type: none"> <li>▪ <b>The proposer must specify the specific location they are interested in for instance if it is West Libya, Tripoli or Sabha</b></li> <li>▪ <b>The Proposers are also allowed to submit their offers for a specific location they have presence in for example the proposer is allowed to bid for Sabha alone if they don't have presence in other locations</b></li> </ul>
27.	Deadline for proposal submission	Date: <b>06-Mar-23</b> Time: <b>17:00</b> Time zone: <b>Tripoli Time (GMT +2)</b>
30.	Proposal Opening	<input checked="" type="checkbox"/> Public bid opening will not be held <input type="checkbox"/> Public bid opening will be held as per below details. Date and Time: <b>Not Applicable</b> Venue: <b>Not Applicable</b>
36.	Evaluation of technical and financial proposals	Evaluation will be based on: The evaluation team shall review and evaluate the technical proposals based on Pass/Fail system, financial proposals of those proposers who achieve the Pass statues will be evaluated based on basis of <b>lowest price substantially compliant offer</b> .
43.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 40% The maximum percentage by which quantities may be decreased is <b>Not Applicable</b> %
	Contract award to one or more proposer	<b>IOM</b> will award a contract to: <b>N/A</b>
	Type of contract to be awarded	<b>Medical Service Agreement</b> See Section 6: for sample contract.
	Expected date for commencement of contract	<b>01-Apr-23</b>
	Conditions of contract to apply	Long Term Agreement See Section 6.
47.	Performance Security	Not required
48.	Advance payment	Not allowed
49.	Liquidated damages	Will be imposed as follows: Percentage of contract price per week of delay: 5% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.



## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

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

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

### Minimum Eligibility and Qualification Criteria

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

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

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form D: Proposer Information
Proposer belongs to a diverse hospital, including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Proposer Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Technical Proposal Submission
Certificates and Licences: <ul style="list-style-type: none"> <li>● Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country.</li> <li>● Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder.               <ul style="list-style-type: none"> <li>● Registration with the Ministry of Health of Libya</li> </ul> </li> </ul>	Form D: Proposer Information

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification
Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form F: Eligibility and Qualification
Previous Experience:	
Minimum <b>three (3)</b> years of relevant experience.	Form F: Eligibility and Qualification
Minimum <b>two (2)</b> contracts of similar value, nature and complexity implemented over the last <b>three (3)</b> years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification

#### Technical Evaluation Criteria

<b>Similar experience in Libya in terms of the Scope, Cost, and subject matter (i.e., Provision of medical referral services carried out on behalf of the government, UN, NGOs, diplomatic missions and INGOs)</b>	Past or current assignments involving Provision of emergency medical referral services with documented evidence such as Contracts, notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment with the specific location the proposer is submitting the bid	<b>4 years or more experience</b>	<b>30</b>
		<b>2–3year experience</b>	<b>20</b>
		<b>1 year experience</b>	<b>10</b>
		<b>No experience</b>	<b>0</b>
<b>Organization and staffing with a copy of the company Profile (max 10 points)</b>	Very Good presentation of organization in area of operation i.e. Libya with suitable assignment of staff	<b>10</b>	
	Good presentation of organization in area of operation i.e Libya with suitable assignment of staff	<b>7</b>	
	Fair presentation of organization in area of operation i.e Libya with suitable assignment of staff	<b>3</b>	

<b>Proposed Technical approach (max 20 points)</b>	The technical approach fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.		<b>20</b>
	The technical approach partially addresses ToR objectives, showing good understanding of subject matter and required processes.		<b>10</b>
	The technical approach fairly addresses ToR objectives, showing fair understanding of subject matter and required processes.		<b>5</b>
<b>Delivery Schedule (max 10 points)</b>	Adequately shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.		<b>10</b>
	Fairly shows realistic timelines and deliverables for all three required services consistent with requirements as outlined in the TOR.		<b>5</b>
	Timelines unrealistic and/or deliverables inconsistent with TOR		<b>2</b>
	No work plan/clear delivery schedule submitted with TOR		<b>0</b>
<b>Qualifications and Number of years of experiences of the Project manager (max 15 points)</b>	Bachelor's Degree in medicine	<b>5 years or more experience</b>	<b>15</b>
		3-4 years or more experience	10
		1-2 years or more experience	5
<b>Qualifications and Number of years of experiences of Experts for various services mentioned in the TOR (max 15 points)</b>	Degree in the specific area of specialist mentioned in the TOR with experience in provision of the same services	5 years or more experience	15
		3-4 years or more experience	10
		1-2 years or more experience	5

## SECTION 5: TERMS OF REFERENCE

### Terms of Reference (TOR):

#### 1. Introduction:

The International Organization for Migration (IOM) in Libya requires a service provider for medical health referrals and emergency cases in Zwara City on a long-term agreement for 2 years. The service provider shall provide high quality of the requested medical services and professional support services to IOM in Zwara City of Libya, in full compliance with these Terms of Reference.

#### 2. Objective:

The purpose of these Terms of Reference is to set out a detailed description of IOM's requirements for Provision of Medical Health Referrals and ambulance services for the emergency cases in the following location: Zwara City on a long-term agreement for 2 years.

#### 3. SCOPE OF WORK:

Provision of Medical Health Referrals and ambulance services for the emergency cases in the following location: Zwara City.

#### 4. Key Requirements:

Every Service provider shall meet the following requirements:

- Proximity and easy access to emergency services (within one to two blocks)
- If imaging facility is outsourced, proximity to the clinic is within one block (preferably within the facility)
- Site is accessible by wheelchair
- Available car parking area
- The area of the site is free of rubble and hazards
- The building is in good condition

#### 4.1 Technical Requirements:

##### *Interior space setup:*

- **Ambulance Services :**

Ambulance vehicle must be fully equipped with all essential equipment such as: patient stretcher, Oxygen cylinder with regulator, vaporizer and Venti. mask, ambu. bag, suction machine with suction tubes, vital signs monitor, pulse oximeter, medical consumables such as gloves, face masks, syringes and IV sets. Any other equipment to be requested.

Ambulance vehicle and driver/s should be ready (standby) to provide services for 24 hours during the 7 days of every week. This of course would be upon the request of IOM/MHD field medical teams. There would be no limitation in number of trips/day.

- **Medical services upon IOM medical doctor request :**
- **Laboratory investigations, imaging, and radiology.**
- **Minor surgeries, dressing and OPD medical consultations.**

Vendor shall mainly operate in Zwara City only and to be responsible to transport target beneficiaries from/to health facilities upon request of Zwara MHD medical teams, submitting invoices in timely manner attached with IOM-medical referral paper.

***The service provider will be expected to provide the below list of services.***

	<b>Medical Service Category</b>
1	MEDICAL EXAMINATION
2	EMERGENCY SERVICES
3	ADMISSION (INPATIENT SERVICES)
4	X-RAY
5	USG
6	C.T SCAN
7	MRI
8	DIAGNOSTICS SERVICES
9	CASUALTY MANAGEMENT SERVICES
10	MINOR PROCEDURES
11	COMPLETE PLASTER
12	BACKSLABS
13	GENERAL SURGERY
14	UROLOGICAL SURGERIES
15	LAPAROTOMY
16	OBSTETROLOGICAL SURGERY & GYNECOLOGY
17	ORTHOPAEDIC SURGERIES
18	NEUROLOGICAL SURGERIES
19	VENTILATOR AND LIFE-SAVING SERVICES
20	ENT SURGERIES
21	EYE OPD/SURGICAL SERVICES
22	DENTAL SERVICES
23	PHYSIOTHERAPY
24	DIALYSIS
25	HIV TREATMENT
26	LABORATORY SERVICES
27	Ambulance Service

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

6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

**MEDICAL SERVICES AGREEMENT**

between

the International Organization for Migration

and

**[Name of the Service Provider]**

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

**1. Introduction and Integral Documents**

1.1 The Service Provider agrees to provide IOM with the provision of examinations and / or treatments for IOM beneficiaries referred to the Service Provider by IOM (the “**IOM Beneficiaries**”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.

1.2 The following documents form an integral part of this Agreement:

- (a) **Annex I** Price Schedule
- (b) **Annex II** Referral form
- (c) **Annex III** IOM’s Data Protection Principles
- (d) **Annex IV** IOM Terms and Conditions for European Union Funded Service Type Agreements

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

## 2. Services Supplied

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

- a) Performance of the medical services to IOM Beneficiaries as requested by the referral Form (Annex II);
- b) Ensure and verify the identity of each IOM Beneficiary prior to the performance of the Services by the Service Provider’s personnel. In case of doubt of identity switch, IOM must be notified immediately and Services discontinued until further notice by IOM;
- c) Prepare a detailed final treatment report by qualified medical personnel upon completion of the treatment period and submit to IOM;

**OR**

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

- a) Performance of the examination to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);
- b) Ensure and verify the identity of each IOM Beneficiary prior to the performance of the examination by the Service Provider’s personnel. In case of doubt of identity switch, IOM must be notified immediately and examination discontinued until further notice by IOM;
- c) Interpretation of test results by qualified medical personnel using the official forms of the Service Provider, unless otherwise instructed by IOM;
- d) In case of a conclusive test result indicating existence of pathological condition, IOM shall be immediately informed and follow-up laboratory examinations shall be conducted as soon as possible. The IOM Beneficiary and the relevant laboratory or radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day.
- e) Completion of the official forms and submission of completed forms to designated IOM staff directly or via courier system as agreed by IOM. Under no circumstances will the results be handed over, or the Service Provider communicate directly to the IOM Beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard;
- f) Only radiological examination (X-ray) of acceptable standards will be accepted and paid for by IOM. IOM shall not pay for non-acceptable radiological examinations. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the IOM Beneficiary;
- g) The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results which shall be included in Annex II under “Completion By.”

- 2.2 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall timely inform IOM of any further or other examination or treatment that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.
- 2.3 Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM's inspection licenses and certificates which indicates that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables.
- 2.4 Prior to performing any medical services, treatment or examination including prescribing medication, the Service Provider shall inform the IOM Beneficiary of any potential side effects or other relevant consequences. The IOM Beneficiary (or IOM Beneficiary's legal guardian in case of a minor) shall be able to reject examination, treatment or medication at any time. In the case of rejection of examination or treatment, the Service Provider shall first inform the IOM Beneficiary about medical consequence of not undertaking the proposed services, treatment or examination. If still rejected, the Service Provider shall inform IOM about the disruption of Services. Costs are only incurred as far as the requested treatment has been provided up to the point of rejection by the IOM Beneficiary.
- 2.5 In case of complications or side effects caused by acts or omissions of its personnel, the Service Provider shall be fully responsible to remedy the present medical conditions until the IOM Beneficiary has no existing medical condition resulting from the aforementioned conduct at no additional cost to IOM;
- 2.6 IOM has the right to request an update on progress of treatment and/or examination of any IOM Beneficiary at any time and the Service Provider shall issue the update within 1 (one) day of IOM's request.
- 2.7 All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider's facilities shall, at all times, observe the international standards of sterile technique in all samples handled.
- 2.8 All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles (Annex III). Communication of any information regarding the patient needs to be coded by the Beneficiary Reference Number as provided in the Beneficiary Medical Assistance Voucher Form (Annex II). IOM shall share a master list to link the IOM Beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any IOM Beneficiary must not be used in any other communication between the Parties.



- 2.9 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
- 2.10 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
- 2.11 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.12 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 prices for the Services under this Agreement are specified in detail in the Price Schedule (Annex I), attached hereto and forming an integral part hereof. Any changes to the Price Schedule, including variations to any of the prices (each, a “Price”) shall be made in writing with the consent of both Parties in accordance with Article 20.2.
- 3.2 If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of each IOM Beneficiary. The Price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services.
- 3.3 The Service Provider shall invoice IOM on a monthly basis. The invoice shall include: [dates of the service, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation (add/delete as necessary)]. The original of the IOM Beneficiary Medical Assistance Voucher Forms shall be attached to the submitted invoice.

3.4 Payments shall become due [insert number of days] days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment whether in whole or in part until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

#### 4. Warranties

4.1 The Service Provider warrants that:

- a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- c) In all circumstances it shall act in the best interests of IOM;
- d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- e) It has not misrepresented or concealed any material facts in the in the procurement of this Agreement;
- f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h) The Price(s) specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located,

exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;

- j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
  - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
  - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
  - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
  - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
  - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.
- 4.3 The Service Provider further warrants that it shall:
- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
    - (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
    - (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
    - (d) Ensure that the SEA provisions are included in all subcontracts.
    - (e) Adhere to above commitments at all times.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2, or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

## 5. Assignment and Subcontracting

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

## 6. Delays, Defaults and Force Majeure

- 6.1 If the Service Provider fails to provide the Services within any time limits agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the Price for the Services per day of delay or part thereof up to a maximum of 10% of the Price. IOM

shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

## **7. Independent Contractor**

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

## **8. Audit**

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

## 9. Confidentiality

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

## 10. Intellectual Property

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

## 11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

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

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

[IOM's address]

Email: [IOM's email address]

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

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

[Service Provider's address]

Email: [Service Provider's email address]

## 12. Dispute Resolution

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

### **13. Use of IOM Name, Abbreviation and Emblem**

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

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

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

### **15. Indemnity**

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

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

## 16. Waiver

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

## 17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any fees or costs incurred during the period of suspension of this Agreement.

## 18. Severability

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

## 19. Entire Agreement



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

**20. Entry into Force; Amendments**

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

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

**21. 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]

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

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

*For and on behalf of*  
[Name of Service Provider]

Signature

Signature

---

Name:  
Position:  
Date:  
Place:

---

Name:  
Position:  
Date:  
Place:

ANNEX I

PRICE SCHEDULE

ITEM NO.	DESCRIPTION	EST. DURATION	PRICE IN NUMBERS	PRICE IN WORDS
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				

ITEM NO.	DESCRIPTION	EST. DURATION	PRICE IN NUMBERS	PRICE IN WORDS
27				

*For and on behalf of*

The International Organization  
for Migration

Signature

---

Name:

Position:

*For and on behalf of*

[Name of Service Provider]

Signature

---

Name:

Position:

## **SECTION 7: PROPOSAL FORMS**

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

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

**Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

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

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

**Form J: Financial Proposal Submission**

**Form K: Format for Financial Proposal**

**FORM A: PROPOSAL CONFIRMATION**

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

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

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

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

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

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

**FORM B: CHECKLIST**

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

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

**Technical Proposal:**

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

**Financial Proposal:**

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

**FORM C: TECHNICAL PROPOSAL SUBMISSION**

Name of Proposer:		Date:	
RFP reference:			

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

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

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

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

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

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

Name:

Title:

Date:



FORM D: PROPOSER INFORMATION



**VENDOR INFORMATION SHEET**

**Vendor No.** \_\_\_\_\_  
Internal to IOM

**Registered Vendor Name\*:** \_\_\_\_\_

**Other Names/Acronyms**

**Address\***

- House No
- Street Name
- ZIP/Postal Code\*
- City\*
- Region\*
- Country\*

**Contact Information**

Company Tel/Mobile: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Company Email: \_\_\_\_\_ Contact Person Position: \_\_\_\_\_  
 Company Website: \_\_\_\_\_

**Industry Category\*:**

0100 - Commercial Vendors	0500 - International Organizations - Non-UN
0200 - National CSOs	0600 - UN entities
0300 - National Government Entities	0005 - Individual Consultant/Non-Staff
0400 - International CSOs	

**Business Type\*:** Direct Producer/Manufacturing  
Reseller/Distributor/Service Provider

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

Vendor Name - should match IDs or registration documents.

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

**Provide Services/Goods Internationally\*** Yes No  
**Disability-inclusive\*** Yes Not applicable  
**Women-owned/controlled\*** At least 51% women-owned/controlled  
 Less than 51% women-owned/controlled  
 Not applicable

**Product Categories (check all applicable)\***

- |                                      |                                   |                             |                                  |
|--------------------------------------|-----------------------------------|-----------------------------|----------------------------------|
| Agriculture, Livestock and Fisheries | Fuels and Derivatives             | Legal and Investigation     | Power Supply and Electric        |
| Chemicals                            | Furniture                         | Logistics and Warehousing   | Quality Control and Environment  |
| Clothing and Luggage                 | Hospitality, Events               | Media and Printing          | Security                         |
| Construction                         | Insurances                        | Medical, Drugs and Pharma   | Social and Humanitarian Services |
| Consultancy and Contracted Services  | IT and Communications             | NFIs – Household and Camps  | Tickets                          |
| Finance and Administration           | Land and Buildings                | Office Equipment and Supply | Tools and Machinery              |
| Food and Beverage                    | Learning, Training and Recreation | Personal Care               | Vehicles and Accessories         |

**UNGM No.** \_\_\_\_\_ <https://www.unqm.org/UNUser/Home>  
**UN Partner Portal Reference** \_\_\_\_\_ <https://www.unpartnerportal.org>  
**Registration Date** \_\_\_\_\_ *Main Country of Operations (dd-mmm-yyyy)*

**Licensing Auth./Type** \_\_\_\_\_ **License No.:** \_\_\_\_\_ **Reg. Date:** \_\_\_\_\_ **Expiry Date:** \_\_\_\_\_  
*For additional licenses, please use the Other Information Section* *dd-mmm-yyyy* *dd-mmm-yyyy*

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

Same entity registered in another office  
 Parent company \_\_\_\_\_  
 Subsidiaries/Branches \_\_\_\_\_

**Other Information:**

**VENDOR INFORMATION SHEET**

**Section II: Payment and Banking Information**

**Payment Details**

Payment Method\*                      Bank Transfer                      Check\*\*                      Cash\*\*                      Others\*\*  
 Justification for Non-Bank Payment Method\*\*

**Notes**

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

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

Bank Name  
 Bldg and Street  
 City  
 Postal Code  
 Country  
 Bank Account Name  
 Bank Keys  
 Account Currency  
 Bank Account No.

\*Depending on the country

Swift Code/BIC (accounts outside U.S.A.) \_\_\_\_\_  
 IBAN Number (mandatory for banks in Europe)  
 Clearing No. (CHF accounts in Switzerland)  
 ABA No. for ACH (USD accounts in U.S.A.)  
 Bank Branch Code

**Notes**

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

***If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM***

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

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Position/Title

\_\_\_\_\_ Date

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposer:		Date:	
RFP reference:			

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		
2		
3		

<p><b>Name of leading partner</b></p> <p>(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)</p>	
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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:	_____	Date:	_____
RFP reference:	_____		

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

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

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

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

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

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

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

### Financial Standing

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

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

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

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

- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

**FORM G: FORMAT FOR TECHNICAL PROPOSAL**

Name of Proposer:		Date:	
RFP reference:			

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

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

- 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:		Date:	
RFP reference:			

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

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

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

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

Name of Proposer:		Date:	
RFP reference:			

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

From	To

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

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

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

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

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

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

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

FORM J: FINANCIAL PROPOSAL SUBMISSION

Name of Proposer:		Date:	
RFP reference:			

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

Our attached Financial Proposal is for the sum of [Click or tap here to enter text.](#).

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

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

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

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

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

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

*[Stamp with official stamp of the Proposer]*

**FORM K: FORMAT FOR FINANCIAL PROPOSAL**

Name of Proposer:		Date:	
RFP reference:			

The proposer is required to prepare the Financial Proposal following the below format and submit it via email 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: USD (US Dollars)**

**Table 1: Price list per Service per case**

The Proposers should list all the services they offer in the price list for various categories of medical referral cases for each Location being proposed by the service provider.

**PRICE LIST**

	<b>Medical Service Category</b>	<b>Unit Price per case in USD</b>
1	MEDICAL EXAMINATION	
2	EMERGENCY SERVICES	
3	ADMISSION (INPATIENT SERVICES)	
4	X-RAY	
5	USG	
6	C.T SCAN	
7	MRI	
8	DIAGNOSTICS SERVICES	
9	CASUALTY MANAGEMENT SERVICES	
10	MINOR PROCEDURES	
11	COMPLETE PLASTER	
12	BACKSLABS	
13	GENERAL SURGERY	
14	UROLOGICAL SURGERIES	
15	LAPAROTOMY	
16	OBSTETROLOGICAL SURGERY & GYNECOLOGY	
17	ORTHOPAEDIC SURGERIES	
18	NEUROLOGICAL SURGERIES	
19	VENTILATOR AND LIFE-SAVING SERVICES	
20	ENT SURGERIES	
21	EYE OPD/SURGICAL SERVICES	
22	DENTAL SERVICES	
23	PHYSIOTHERAPY	
24	DIALYSIS	
25	HIV TREATMENT	
26	LABORATORY SERVICES	
27	Ambulance Service	