

BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)

RCA

SERVICES FOR
Provision for Security Guard at IOM Offices & IDC

Prepared by



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

IOM Indonesia
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Jakarta 12930, Indonesia

6 June 2018

REQUEST FOR PROPOSALS
RFP No.: 005/S/Jakarta/2018

Country : Indonesia

Project Name : RCA

Project Budget Line: RT.1299

Title of Services: *Provision for Security Guard at IOM Offices*

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

IOM Jakarta

INVITATION TO SUBMIT EXPRESSION OF INTEREST

6 June 2018

The International Organization for Migration (IOM) is an intergovernmental humanitarian organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of RCA the IOM Bids Evaluation and Award Committee (“*BEAC*”) now invites Expression of Interest from eligible *security guard service provider* for the *provision of security guard services* at IOM offices.

The Expression of Interest shall contain information on the following a.) range of relevant consulting services offered, b.) qualification and experience of relevant professionals and technical personnel currently maintained c.) track record and experience of the firm in similar assignment including list of major clients served and d.) other relevant information.

The Expression of Interest shall be submitted in original and duplicate copy and should be received either by hand or through mail by the BEAC at the following address no later than *30 June 2018*. And can be requested through email: jakartaprocedure@iom.int or can be downloaded at <http://indonesia.iom.int/call-tender>.

International Organization for Migration Jakarta
Sampoerna Strategic Square, Floor 12A North Tower
Jalan Jend. Sudirman Kav. 45-46
Jakarta 12930
Tel. 021-57951275
Fax. 021-57951274

On the basis of the above information, the BEAC shall draw up the shortlist of Service Providers. Only short listed Service Providers will be invited to submit technical and financial proposals.

Interested Service Providers may obtain further information from the BEAC at the above office address on 6 June – 22 June 2018 from 8 AM-5 PM.

The BEAC reserves the right to accept or reject any Expression of Interest, and to annul the selection process and reject all Expression at any time, without thereby incurring any liability to the affected Service Providers

Very truly yours,

Walaipan Giatmolee
BEAC Chairperson

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

Section I. Invitation Letter





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

Letter of Invitation

6 June 2018,

Dear *Service Providers*,

The International Organization for Migration (hereinafter called IOM) intends to hire Service Providers for the *provision of security guard at IOM Offices* for which this Request for Proposals (RFP) is issued.

The IOM through the Bids Evaluation and Awards Committee (hereinafter called BEAC) now invites the short listed Service Providers who have passed the eligibility check to provide Technical and Financial Proposal for the following Services: *provision of security guard at IOM Offices*. More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

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

You are requested to acknowledge receipt of this letter of invitation within 2 *calendar days* of receipt to the undersigned by e-mail at jakartaprocedurement@iom.int with clear indication whether you intended to submit a proposal and whether you will submit a proposal alone or in association¹.

The Proposals must be delivered by hand or through mail to the BEAC with office address at *International Organization for Migration Jakarta, Sampoerna Strategic Square, Floor 12A North Tower, Jalan Jend. Sudirman Kav. 45-46, Jakarta 12930* on 30 June 2018 *before 5 PM*. No late proposal shall be accepted.

The BEAC reserves the right to accept or reject any proposal and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers.

Very truly yours,

Walaipan Giatmolee
BEAC Chairperson

¹ *The RFP shall say so if association or joint venture is allowed.*

Section II. Instructions to Service Providers

1. Introduction

- 1.1 Only short-listed Service Providers listed in the Letter of Invitation will be invited to submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider/ Consulting Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Provider/ Consulting Firm costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider/ Consulting Firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Provider/ Consulting Firm.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

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

to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers who have acknowledged the Letter of Invitation.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least [*insert calendar days, i.e. seven (7) calendar days*] before the set deadline for the submission and receipt of Proposals . IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

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

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Service Providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment or to enter into a joint venture with Service Providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.²
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *five years experience* preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 8 (Section III).
- a) A brief description of the Service Provider/ Consulting Firm organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the outline should indicate

² This clause shall be included/revised as deemed necessary

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

- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider/ Consulting Firm clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider/ Consulting Firm staffing schedule.
 - c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the Service Provider/ Consulting Firm and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment. The work plan should be consistent with the work schedule (TPF-8)
 - d) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-5).
 - e) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-6) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
 - f) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-7). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
 - g) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-8).
 - h) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.
- 6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5). If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately;

activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Service Provider/ Consulting Firm. ³ Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4 Service Providers shall express the price of their services in *Indonesia Rupiah*.
- 7.5 The Financial Proposal shall be valid for *60 calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment⁴. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.
- 7.6 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture. The bid security shall be denominated in IDR, 2% from the estimated total contract.
- 7.7 In lieu of Bid Security, Prospective Bidders may also submit a Bid Securing Declaration as a form of Bid Security with the same validity period

8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

³ This clause shall be included/revised as deemed necessary

⁴ For this purpose, the Mission may have the option to require short-listed Service Providers a bid security.

- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Consultant.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the Financial Proposal publicly or not.

9. Evaluation of Proposals

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

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *thirty (30) working day* after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system⁵. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

⁵ *The criteria, sub criteria and point system may vary depending on the requirement of the Mission*

Points

- (i) General Qualification
Specific experience of the Service Providers relevant to the assignment:
- (a) Provide at least 3 references letter/certificate from previous or existing clients (25)
 - (b) Provide audited financial statement for the last 3 years (10)
 - (b) Provide legal eligibility document as below: (10)
 - Latest and valid government permits and licenses (SIUP, SITU, TDP, HO and NPWP)
 - Signed and stamped IOM VIS form
 - Signed and stamped Supplier's code of conduct
- Total points for criterion (i): (45)
- (ii) Existence of Service Provider's office in IOM office location (25)
- (iii) Key professional staff qualifications and competence for the assignment:
- a) Clear company's structure (15)
 - b) Minimum 5 years experience of manager assigned to this project covering all locations (15)
- Total points for criterion (iii): (30)

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (45)
 - 2) Existence of Service Provider's office in IOM office location (25)
 - 3) Key professional staff qualifications and competence for the assignment (30)
- Total weight: 100%

The minimum technical score S_t required to pass is: 70 Points

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

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

11. Financial Evaluation

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

- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. Financial proposals shall be opened publicly in the presence of the Service Provider/ Consulting Firm representatives who choose to attend.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

Sf is the financial score of the Financial Proposal under consideration,
 F1 is the price of the lowest Financial Proposal, and
 F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁶ (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

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

- 11.6 Price adjustments can be made with prior notice and Agreement by both parties under the following situations:
- a. Government mandated increase or decrease in fuel and related products.
 - b. Other similar justifiable reasons

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *to be confirmed as needed*.

⁶ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider/ Consulting Firm.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Provider/ Consulting Firm shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

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

13.2 The Service Provider/ Consulting Firm is expected to commence the assignment on *1 August 2018*.

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider/ who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider/ Consulting Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section III. Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF-2A: Service Provider Organization

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

TPF-2B - Service Provider's Experience

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date Approx. Value of Services (in Current US\$):
Name of Associated Service Providers , If Any:		Nº of Months of Professional Staff Provided by Associated Service Providers :
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: _____

TPF-3: Comments and Suggestions of Service Providers on the Terms of Reference and on Data, Services, and Facilities to be Provided by IOM

A. On the Terms of Reference:

[The Service Provider/ Consulting Firm should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Service Provider/ Consulting Firm's Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

B. On the data, services, and facilities to be provided by IOM:

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers, including administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.
- 4.
- 5.

TPF – 4: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical proposal. The Consultant is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
 - b) Work Plan and
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section the Service Provider/ Consulting Firm should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Consultant should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Consultant should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Service Provider/ Consulting Firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Service Provider/ Consulting Firm should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

TPF – 5: Team Composition and Task Assignments

1. Branch Manager		
Name	Position	Task

2. Administration Staff		
Name	Position	Task

TPF – 6: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

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

Full name of staff member: _____

Full name of authorized representative: _____

TPF-7: Time Schedule for Professional Personnel (NOT APPLICABLE)

			Months (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature of Authorized Representative: _____
 Full Name: _____
 Title : _____

TPF-8: Activity (Work) Schedule (NOT APPLICABLE)

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th h	
1														
2														
3														
4														
5														

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

Section IV. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

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

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

No	Description	Total Amount (IDR)
1	Security Guard	
2	Security equipment	
3	Overtime cost per hour	

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

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

No	Office Location	Address	Number of Security Guard (persons)	Number of shift & Security Guard per shift	Remarks	Security guard Cost per month (IDR)	Security Cost overtime per hour (IDR)	Security equipment Cost per month (IDR)	Total Cost per month (IDR)
1	Surabaya	Perumahan Pondok Tjandra, Cluster Amaryllis, Jl. Jeruk V No.40, Waru Sidoarjo 60256	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
2	Pekanbaru	Graha Pena Riau Building 8th Floor, Unit 801, Jl. HR.Soebrantas Km.10.5, Panam, Pekanbaru, Riau	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
3	Medan	Forum Nine Office F & B Gallery, Lt.9, Jl. Imam Bonjol No.9, Medan 20112	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
4	IDC Medan (Belawan)	Jl. Selebes, Gg. Pekong No. 12 Belawan	4	1 Shifts 07:00 AM - 07:00 PM (1 Security Guard)	24/7, including Public Holiday				
5	Kupang	Jl. Sam Ratulangi V Gang 3, Rt.19 Rw.007, Oesapa Barat, Kupang 85361, NTT	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				

6	Bali	Perum Puri Gading Jl. Gelatik B. I No. 25 Jimbaran, 80361	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
7	Pontianak	Jl. Sungai Raya Dalam. Komplek Villa Kelapa Gading Permai B/7 Pontianak 78391	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
8	Tanjung Pinang Office	Jl. Peralatan No.11, Komplek Pemda Bintang Kelurahan Melayu Kota Piring, Tanjung Pinang - KEPRI, Telp.07717335801	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
9	Tanjung Pinang Dt Centre	Jl. Jend. A.Yani No.31 A Tanjung pinang - Kepri Kode Pos 29124, Tel/Fax : +62771313410/+627713133 71	3	2 Shifts 07:00 AM - 07:00 PM (2 Security Guard) 07:00 PM - 07:00 AM (2 Security Guard)	24/7, including Public Holiday				
10	Makassar	Menara Bosowa 10th Floor, Jl. Jend. Sudirman No.5, Makassar	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
11	Makassar	UNHCR	1	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				

12	Batam	Bukit Indah Sukajadi, Jl. Palembang No.14, Sukajadi - Batam	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
13	Batam (MCIIP2)	Rumah Detensi Imigrasi, Jl. R.E.Marthadinata No.1 Sekupang Batam	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
14	Semarang	Jl. Mandasia II/I No.313, Krapyak Semarang Barat	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
15	Jakarta Sampoerna	Sampoerna Strategic Square, North Tower 12 A, Jl. Jend. Sudirman Kav.45-46, Jakarta 12930	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
16	Jakarta Airport	Aeropolis Commercial Park Tower A2 G T06, Jl. Marsekal Suryadharma Rt.001 Rw.007, Kecamatan Neglasari - Tangerang, Banten Indonesia	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				
17	Serpong Tangerang	IBF Tower, Sunbrust CBD Lot.1.2, 8 th floor, Jl. Kapten Soebijanto Djojohadikusumo BSD City, Kel.Lengkong Gudang, Kec. Serpong Tangerang Selatan, Banten	3	2 Shifts 07:00 AM - 07:00 PM (1 Security Guard) 07:00 PM - 07:00 AM (1 Security Guard)	24/7, including Public Holiday				

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

FPF-4: Breakdown of Remuneration per Activity (NOT APPLICABLE)

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Name of Staff	Position	Staff-month Rate
Branch Manager		
1.		
2.		
3.		
4.		
5.		
Administration Staff		
1.		
2.		
3.		
4.		
5.		

¹ Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

² Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:
Name and Title of Signatory:

FPF-5: Breakdown of Reimbursable Expenses (NOT APPLICABLE)

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Description¹	Unit	Unit Cost²
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

¹ Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers

² Indicate unit cost and currency.

Authorized Signature:

Name and Title of Signatory:

Section V. Terms of Reference

TERMS OF REFERENCE

PROVISION OF SECURITY GUARD SERVICE AT IOM OFFICES

The International Organization for Migration (IOM) Indonesia, Jakarta is looking for a Service Provider/ Consulting Firm, according to the terms of reference below. Please note that only short-listed vendors will be contacted.

1. Background

IOM is the leading inter-governmental organization in the field of migration and works closely with governmental, intergovernmental and non-governmental partners. IOM operations in Indonesia date back to 1979 with the processing of Vietnamese boat people arriving in Tanjung Pinang, Riau. IOM Indonesia has built on its close working relationship with the Government of Indonesia, local government institutions, partners in the non-government sector, and local communities to support national and regional capacity-building efforts and to provide direct assistance to migrants in need.

In addition to ensure all of staff and IOM activities go smoothly, IOM need recommended and comprehensive security solutions combining by guard and security equipment's in all of IOM sub offices in Indonesia. It is important to ensure security provider is the reliable security service provider to provides a full range of security services across all IOM Offices. According to security level, this service provider is expected can provides certified security service package with highly specialised security roles for IOM.

Duration of Contract 1 Augustus 2018 – 31 July 2020

2. Scope of the Services

The selected Service Provider is required to provide comprehensice security guard services at IOM Indonesia Offices in accomplishment of their daily tasks. Therefore, we expect all IOM staff to collaborate with the security guards in accomplishment of outlined hereafter procedures as outlined below:

2.1 GUEST

For all guests coming to visit any of IOM staff at IOM office, security guards are required to:

- a. Receive and write guest information at the "guest book" (name, from which office, date/time, as well as the reason come to IOM)
- b. Inform the staff by phone at reception desk and ask him/her to come to the reception area to receive the guest or inform the receptionist about the guest if the staff is not available.
- c. Ask the guest to submit his/her ID card and exchange it with "VISITOR BADGE"
- d. Each guest should be given and wear "VISITOR BADGE" during the entire stay at the office, prior departure security guard should ensure that the guest returns the visitor badge and write his/her departure time at the guest book
- e. Prior entering the office, check guest's bag or his/her belongings using wand (metal detector) if needed.
- f. Recheck the bag/belongings of the guests leaving the office

2.2 STAFF

All IOM staff, including consultants, should wear IOM ID Card during all time present at the office and therefore the security guards are required to:

- a. Ask each staff to wear visible his/her IOM ID card
- b. If the staff cannot show his/her ID Card, treat him/her as 'a guest'
- c. Write at the staff record book, staff's arrival time as well as departure time, especially after working hours, during non-working days as weekends and holidays
- d. As and when necessary, check bags/belonging of IOM staff every entering and/or leaving the office, especially after working hours, during non-working days as weekends and holidays
- e. During non-working days, don't allow access to the office for staff without IOM ID. (Non IOM staff are not permitted to enter to the office)

3. GOODS AND EQUIPMENT

All goods and equipment coming into and going out of the office, should be declared and registered by security guards, therefore security guards are required to:

- a. Maintain log book for all incoming and outgoing goods and equipment at the office
- b. Ask each staff to declare and provide details for incoming and/or outgoing goods and equipment

4. IN CASE OF EMERGENCY (Earthquake, Typhoon/storm, Flood, Fire, etc)

- a. Inform the SFP and DSFP and the floor wardens.
- b. Switch off the electricity from its main source
- c. Contact Building Management (if the Office located in the Office Building) to provide assistance
- d. In case of fire, use the fire extinguishers to stop the fire, check the state of the fire extinguishers daily to ensure their effectiveness.
- e. Assist in evacuating staff to the emergency exit and assembly area.
- f. Ensure that all rooms are empty after evacuation.
- g. If emergency occurs during non-working hours or days, immediately call IOM duty telephone number and your company supervisor, to report about the emergency

5. ACCESS POINTS

- a. Main access (front and side entry) doors should be always closed.

6. OFFICE WORKING AND NON-WORKING HOURS

- a. Working days, Monday to Friday from 08.00am to 08.00pm
- b. Saturday and Sunday is non working day
- c. Holidays are non working days as advised by IOM.

7. OFFICE CONTROL AFTER WORKING HOURS AND DURING NON WORKING DAYS

The security guards are responsible for the safety especially after working hours and during non working days. Therefore they are required to:

- a. Check and ensure that all office doors are locked
- b. Check and ensure that all electronic appliances are switched off
- c. Store the keys of the vehicles and keep a log book.

In addition to that, service provider who engaging with International Organization for Migration (IOM) to provide service of security guard for IOM offices and detention centre has to provide :

- a) Immediately respond to any issue raised by IOM at any locations
- b) Undertake a periodic performance evaluation on their personnel assigned in IOM offices.
- c) Ensuring a timely back-up arrangement (at no cost), when any of the staff is absent without compromising the quality services.
- d) Providing the employees with adequate uniform including accessories to ensure presentable appearance, neatness & tidiness at all time.
- e) Ensuring compliance with the prevailing labor laws, such as provision of at least the minimum regional wage for the net take-home pay salary, Health Insurance: Out patient & Hospitalize, BPJS Ketenagakerjaan, THR, UNIFORM & SHOES, etc.
- f) Submit and update a list of personnel assigned to the IOM including their working area.

3. Term of Payment

The Service Provider will have to determine term of payment in their proposal to IOM. Detail breakdown/calculation of security guard service shall be clearly outlined in the proposal.

4. Minimum qualifications of security guard

The Service Provider will have to determine term of payment in their proposal to IOM. Detail breakdown/calculation of security guard service shall be clearly outlined in the proposal :

- a. Age between 21 to 45 years old,
- b. Health: Free from all communicable diseases, drugs and in good general health without physical defects or abnormalities, which would interfere with the performance of guard duty;
- c. Physical condition: Able to perform physical tasks associated with the guard duties to which he/she is assigned;
- d. Drug dependency and medication: Shall not be dependent on alcohol or other drugs; if using prescribed medication, it shall not hinder the performance of assigned guard duties; and
- e. Education and literacy: Completion of secondary school.
- f. Possessing Official Certificate of Basic Security Training of Garda Pratama is required.
- g. Elementary knowledge of English and fluency in Bahasa Indonesia.
- h. Understand guard orders and maintain guard logs and reports in Bahasa Indonesia.
- i. Radio Communication: Able to operate UHF hand set.
- j. Complete basic first aid training and able to perform first aid.
- k. Trained and able to operate of various fire extinguishers and fire control equipment.
- l. Knowledgeable about physical security systems and deterrents, how to operate an emergency generator, knowledge of alarm systems and bar code systems.
- m. Must have the ability to follow instructions, communicate effectively, reliable, dependable, firm, courteous and tactful. Must be able to comprehend orders and directives quickly. Must have ability to take clear and decisive action especially during emergency situations.
- n. Capable of handling telephone call in professional manner after working hours, including unwanted calls such as bomb threats

5. How to Submit the Proposals

Interested Service Provider must submit the proposal together with all of supporting documents and deliver them by hand or through mail to **IOM with office address at Sampoerna Strategic Square, North Tower, 12A Floor, Jl Jend Sudirman Kav 45-46, Jakarta 12930 Tel: +62.21.57951275.**

The deadline for proposal submission is on 30 June 2018.

Due to the expected starting date of the new agreement, only service provider with positive consideration will be notified.

Section VI – Contract for Services

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

Security Service Agreement
Between
The International Organization for Migration
And
[Name of the Other Party]
On
Provision of Security Services
At
[insert location(s)]

1. Introduction and Integral Documents

The Service Provider agrees to provide IOM with *Security Services* at [location] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

Annex I: Bid/Quotation Form

Annex II: Price Schedule

Annex III: Delivery Schedule and Terms of Reference

Annex IV: Accepted Notice of Award (NOA)

Annex V: IOM's Data Protection Principles

2. Parties

The Parties to this Agreement are the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as IOM, and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the Service Provider.

3. Services Supplied

3.1 For the provision of Security Services (the "Services"), the Service Provider shall:

[Add/delete applicable Services as outlined below. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. It may be necessary to attach a more detailed description of the Services as an Annex. In that case, please ensure to include reference to Annex in Art. 1.2 and label accordingly]

- a) Provide armed/unarmed [delete inapplicable option] security guards for the IOM offices/warehouse/accommodation [adapt as needed] ("IOM Premises") as

outlined by Article 3.2 who shall perform the following tasks: [add/delete from i.-iv. as needed and ensure subsequent enumeration is correct]

- i. Control access to IOM Premises, perform security checks for bags and packages brought by visitors and staff in and outside of the IOM Premises, issue passes, direct visitors to appropriate areas, and complete visitor log entries; However, it is understood that the guards and supervisors shall not be entitled to inspect IOM diplomatic pouches or mail delivered to the IOM premises;
- ii. Ensure that all visitors and staff vacate the building after office hours;
- iii. Perform regular security check on all doors, windows, gates, CCTV and other relevant security installations, especially when no IOM personnel is present;
- iv. Log and report all incidents relating to security. The guards shall maintain accurate log books to record each of the following:
 - (i) the chain of custody of the keys and other equipment provided by IOM, referencing the names of the guards, and the dates and times at which they received and returned the keys and radio equipment;
 - (ii) entry and exit of all personnel and visitors (including guards and supervisors reporting for duty and ending shifts), including names, dates and times of entry and exit;
 - (iii) all goods or materials brought into the IOM offices/sub-offices, including the names of the delivery personnel, the dates and times of delivery, and the nature of the items delivered;
 - (iv) entry and exit of all vehicles (including those of the guards and supervisors), including the identities of the drivers and the passengers, and the make and plate numbers of the vehicles; and
 - (v) any security incidents, including a detailed report on the incident, including the names of the persons involved.
- v. Any security related incident needs to be reported immediately to the relevant IOM security focal point whose name shall be communicated to the Service Provider by IOM. In case of emergencies (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall first attend to the emergency, ensure maintenance of proof and evidence of crime, and shall immediately notify the IOM Field Security Officer, Local Fire Department, and the Local Police Department of the incident;
- vi. Always establish coordination with, and receive work-related instructions from the IOM security focal point, shall accommodate the instructions given, and shall inform the IOM security focal point of any issues that may arise that are beyond their capacity or authority to resolve;
- vii. Get acquainted with the IOM staff working at the Premises immediately and other people shall be regarded as customers and visitors;
- viii. Act professionally and in a formal and respectful way with the staff, customers and visitors;
- ix. Wear appropriate identification badges;

- x. Regularly monitor the movements in and around the building, maintain general security, be responsible for all the IOM properties/assets within the offices, and be prepared for emergencies at any time;
 - xi. The guards and supervisors shall report to their assigned posts at least 30 (thirty) minutes prior to the start of their shift for security briefing by their shift supervisor. They shall remain at their designated post at all times until they are replaced by the next shift. Should it be necessary for any guard to leave his post for a valid reason, which shall be for no more than 10 minutes, he shall not vacate his post without another guard to temporarily assume his duties. Any guard or supervisor who is absent from his post for no valid reason and without a replacement, is caught sleeping at his post, is negligent in his duties, or performs his duties with a standard of vigilance less than that required by his duties, or reports for duty under the influence of alcohol or narcotic substances, shall be reported to the Service Provider for immediate replacement.
-
- b) Conduct appropriate, regular training (including refresher trainings) of the security guards to be assigned to IOM which enables them to effectively perform their duties and proficiently handle their equipment. Such training shall include, but shall not be limited to, their specific tasks and duties, the security requirements of IOM, the security situation in the area, standard operating procedures, particularly when there is a security incident involving IOM property or staff, and IOM's Data Protection Principles. The guards shall be properly licensed, in accordance with local law, to perform security services, including but not limited to, the carrying of firearms. The Service Provider shall conduct thorough background checks on the guards and their supervisors prior to assigning them to IOM to ensure that they have no history of criminal activity;
 - c) Provide health insurance scheme for the security guards;
 - d) Prepare a list of security guards to be assigned to IOM and submit the same to IOM, showing the age of every security guard and certificate of last class attended prior to their deployment;
 - e) Employs a separate reserve pool of equally competent staff members to relieve security guards who are either on sick or vacation leave, withdrawn by the Service Provider from the list of assigned guard personnel, or separated from service. IOM may, at any time, request in writing for the withdrawal or replacement of any personnel of the Service Provider assigned to perform work or services under this Agreement. The Service Provider shall, at its own cost and expense, immediately withdraw or replace such personnel forthwith without contest. A request by IOM for withdrawal or replacement of the Service Provider's personnel shall not be deemed a termination of this Agreement;
 - f) Assign to IOM security guards who can communicate effectively in English and XXXX;
 - g) Issue to each security guard the following equipment:
 - 2 (two) uniforms per year (incl. immediate replacement of damaged uniforms)
 - 1 (one) properly licensed semi-automatic handgun including ammunition

- 1 (one) handheld radio

- 1 (one) mobile phone

- 1 (one) baton

- h) Maintain a proper organizational structure and exercise thorough supervision;
- i) Maintain an established procedure for disciplinary measures;
- j) Render 24/7 security service to the IOM Premises and its property and bears responsibility or liability through proper public liability insurance; and
- k) Ensure the safety and security of the IOM Premises, IOM personnel and staff, and all IOM assets within the IOM Premises.

3.2 The Service Provider agrees to provide the following personnel for the provision of Services: [adapt table below as needed, content is example only]

Location	Guards	Shift
Location A	2 (two) male guards, 1 (one) female guard, 1 (one) supervisor	08:00 AM – 08:00 PM
Location A	2 (two male guards)	08:00 PM – 08:00 AM
Location B	3 (three) male guards, 1 (one) supervisor	07:00 AM – 07:00 PM
Location B	1 (one) male guard	07:00 PM – 07:00 AM

3.3 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

3.4 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.

4. Charges and Payments

4.1 The all-inclusive [monthly/yearly] Service fee for the Services under this Agreement shall be USD [amount in numbers] ([amount in words]), which is the total charge to the IOM.

4.2 The Service Provider shall invoice IOM [monthly/bimonthly/...] upon completion of all the services. The invoice shall include: [services provided in relevant period, daily rate per guard / supervisor, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

4.3 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: [insert the Service Provider's bank account details].

- 4.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 4.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

5. Warranties

5.1 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 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, in particular, local laws on wages, occupational health and safety laws, and other labour laws
- c) In all circumstances it shall act in the best interests of IOM;
- d) No official of IOM or any third party has received or will be offered by 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 procuring of this Agreement;
- f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- i) The Price specified in Article 4.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

5.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.

2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

6. 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.

7. Independent Contractor

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

8. Dispute resolution

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

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

9. Delays/Non-Performance

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

10. Confidentiality

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

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 of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Use of IOM Name

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

13. 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.

14. Guarantee and Indemnities

- 14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.
- 14.3 The Service Provider shall assume full responsibility and hereby agrees and binds to indemnify IOM for any loss, damage, destruction and injury that may be incurred by IOM within the premises being secured, which are attributable to theft, pilferage, robbery other unlawful or illegal acts, or to the acts or omissions of the assigned guards, supervisors, as well as other employees, officers or agents of the Service Provider. However, the Service Provider shall not be liable to IOM where such loss or damage is due to force majeure, such as civil disorder, military action, natural disaster or other circumstances which are beyond the control of the Service Provider, or in any of the following cases:

- a. Where such loss occurred inside a closed or locked warehouse, office or building to which the security guards/supervisors have no access and there is no sign of forced entry;
- b. Where the loss or damage was the result of robbery committed by an armed group, mob violence, tumultuous affray, acts of dissidence, war, insurrection, revolution, rebellion, violent uprising, demonstration/rally, or during a calamity/typhoon: (ii) no part of the loss or damage is attributable to the acts or negligence of employees, officers, or agents of the Service Provider; (iii) the acts or negligence of the employees, officers or agents of the Service Provider did not contribute to or aggravate the loss or damage; and (iv) the loss or damage could not have been reasonably prevented by the Service Provider;
- c. Where such loss is of pocketable items, such as, but not limited to, jewelry or cash, except where there is evidence that such acts are attributable to the acts or negligence of employees, officers, or agents of the Service Provider, or such acts or negligence were contributing factors to the loss.

15. Status of IOM

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

16. Assignment and Subcontracting

16.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

16.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

17. 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.

18. Severability

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

19. Entirety

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

20. Termination

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

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

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

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 flow down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

22. Final clauses

22.1 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 20.

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

Signed in two copies in English, on (date) at (place)

For and on behalf of

The International Organization
for Migration

Signature

Name

Position

Date

Place

For and on behalf of

[Full name of the Service Provider]

Signature

Name

Position

Date

Place

Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider/ Consulting Firm]* (hereinafter called “the Service Provider/ Consulting Firm”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider/ Consulting Firm, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider/ Consulting Firm, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider/ Consulting Firm, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider/ Consulting Firm.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

BID-SECURING DECLARATION

Invitation to Bid/Request No. [Insert reference number]

To: IOM International Organization For Migration

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I accept that: (a) My company will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Letter; if I have committed any of the following actions:
 - (i) Withdrawn my Bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
 - (c) I am declared as the bidder with the Lowest Evaluated and Responsive Bid/Highest Rated and Responsive Bid, and I have furnished the performance security and signed the Contract.

____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

1. Vendor Information Sheet



Annex C - VIS
Vendor Information

2. Code of Conduct Supplier



Code of
Conduct.pdf