

**LTA BIDDING DOCUMENTS**  
*(PROCUREMENT OF SERVICES)*

---

**SERVICES FOR**  
**Records Management and Storage Services for UN Agencies**

---

Prepared by



International Organization for Migration (IOM)

The UN Migration Agency

*IOM Indonesia*  
*Sampoerna Strategic Square*  
*North Tower, Floor 12A*  
*Jl Jend Sudirman kav 45-46*  
*Jakarta 12930, Indonesia*

**27 June 2019**

**REQUEST FOR PROPOSALS**  
**RFP No.: 006/S/Jakarta/2019**

**Country : Indonesia**

**Title of Services: *Provision of Records Management and Storage Services for UN Agencies***

## Table of Contents

Section I.	Invitation Letter .....	3
Section II.	Instructions to Service Provider.....	5
Section III.	Technical Proposal Standard Forms .....	16
Section IV.	Financial Proposal Standard Forms .....	27
Section V.	Terms of Reference .....	34
Section VI.	A. Proforma Contract .....	36
	B. Bid Securing declaration .....	44
	D. VIS & Code of Conduct Supplier .....	45

## Section I. Invitation Letter





International Organization for Migration (IOM)  
The UN Migration Agency

## Letter of Invitation

27 June 2019,

Dear Service Providers,

The International Organization for Migration (hereinafter called IOM) which is part of the United Nations System intends to hire Service Providers for the *Provision of Records Management and Storage Services for UN Agencies* 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 vehicle rental 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 [jakartaprocedure@iom.int](mailto:jakartaprocedure@iom.int) with clear indication whether you intended to submit a proposal and whether you will submit a proposal alone or in association<sup>1</sup>.

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 10 July 2019. 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**

---

<sup>1</sup> 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.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Provider costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM or other UN Agencies, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider 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.
- 1.6 IOM shall provide at no cost to the Service Provider 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 anything 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 three (3) calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will

be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

## 5. Preparation of the Proposal

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

## 6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Service Providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment or to enter into a joint venture with Service Providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.<sup>2</sup>
  - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
  - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have the experience of at least *three years experience* preferably working under conditions similar to those prevailing in the country of the assignment.

---

<sup>2</sup> *This clause shall be included/revised as deemed necessary*

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 organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider staffing schedule.
- c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the Service Provider and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment. 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) As applicable, 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. 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 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 for any such taxes or b) pay such taxes on behalf of the Service Provider. <sup>3</sup> 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 is expected to keep available the professional staff for the assignment<sup>4</sup>. 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 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 submits or participates in more than one proposal such proposal shall be disqualified.

---

<sup>3</sup> This clause shall be included/revised as deemed necessary

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

- 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.
- 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 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 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 days* 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 system<sup>5</sup>. 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:

	<u>Points</u>
(i) General Qualification	
Specific experience of the Service Providers relevant to the assignment:	
a) Provide at least 3 client list and/ or contactable references with satisfactory results	(25)
b) Provide duly signed financial statement for the last 2 years	(10)
c) Provide legal eligibility document as below:	(5)
• Latest and valid government permits and licenses (SIUP, SITU, TDP, and NPWP)	
• Signed and stamped IOM VIS form	
• Signed and stamped Supplier's code of conduct	
(d) Minimum 5 years of company's experience in Records Management and Storage	(15)
Total points for criterion (i):	(55)
(ii) Coverage of Service in the listed locations	(25)
Total points for criterion (ii)	(25)
(iii) Key professional staff qualifications and competence for the assignment:	
a) Provide clear structure of team assigned for this project, including Communication escalation	(10)
b) Minimum 3 years experiences of manager assigned to this project covering all locations	(10)
Total points for criterion (iii):	(20)

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  | (55) |
| 2) Existence of Service Provider's office in IOM office location | (25) |

---

<sup>5</sup> The criteria, sub criteria and point system may vary depending on the requirement of the Mission

3) Key professional staff qualifications and competence for the assignment	(20)
Total weight:	100%

The minimum technical score 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 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 :

$$Sf = 100 \times FI / F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,  
 FI 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 weights<sup>6</sup> (T = the weight given to the Technical Proposal = 0.60; F = the weight given to the Financial Proposal = 0.40; 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*.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such

---

<sup>6</sup> May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .60 and .40 for the Financial.

substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

12.6 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 shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

### **13. Award of Contract**

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

**13.2** The Service Provider is expected to commence the assignment on **1 September 2019**.

### **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 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 Three 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 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’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 ( As applicable)**

---

[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 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 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 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**

<b>1. Branch Manager</b>		
Name	Position	Task

<b>2. Administration Staff</b>		
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.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm]* Date: \_\_\_\_\_  
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)**

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

### A. Records Management for Documents

NO	DESCRIPTION	UNIT COST (IDR)	UNIT
<b>1</b>	<b>Storage and archiving (Monthly basis)</b>		Per box/month
	- Carton box standard A4 size		Per box/month
	- Carton box A3 size		Per box/month
	- Carton box A1 size IOM Standard		Per box/month
	- Other size (please indicate any other available size of box)		Per box/month
	- Monthly minimum storage charge		Per month
<b>2</b>	<b>Material for Packaging</b>		
	- New A4 size carton box (Barcode and packing list are included)		Per box
	- New A3 carton box (Barcode and packing list are included)		Per box
	- Seal (disposable) with serial number per piece		Per box
	- Seal (disposable) without serial number per piece		Per box
<b>3</b>	<b>Retrieval transportation</b>		
	- Normal - 1 day after notification, Monday to Friday during working hours		Per box or per order
	- Express/Urgent - Monday to Friday. Please indicate the maximum hours for delivery after notification received.		Per box or per order
	- Emergency (weekend or public holiday).		Per box or per order
	- New collection		Per trip
	- Self-Retrieval		Per box
<b>4</b>	<b>Record Preparation</b>		

	- Helper (Optional) General worker for (Monday to Friday at 08.00 to 17.00 include one hour for lunch), for packing, sorting and indexing		Per person
	- Overtime for helper (optional)		Per person
	- Data entry - Enter the archiving number into the records management software, only upon IOM's request per box		Per person
5	<b>Records Management Software or application</b>		
	- 1 (one) Personal computer		Per user
	- Additional installation		Per user
6	<b>Destruction and certification</b>		
	- The file stored at Records Management and Storage		Per box
	- The file not stored at Records Management and Storage (only when IOM requests that service provider destroys files using its facility)		Per box
	- Permanent out fee on termination of contract or last retrieval		Per box
7	Other cost (if any)		

### B. Storage for Goods

NO	DESCRIPTION	UNIT COST (IDR)	UNIT
1	<b>Goods (Monthly basis)</b>		
	- storage		Per M2
2	<b>Retrieval Transportation</b>		Per order
3	<b>Database Software or application</b>		
	- 1 (one) Personal computer		Per user
	- Additional installation		Per user
4	Other cost (if any)		

Authorized Signature:  
Name and Title of Signatory:

**FPF-3: Breakdown Cost per Activity (NOT APPLICABLE)**

**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 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.		

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

<sup>2</sup> 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 for possible additional services requested by Client/IOM]

Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>

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

<sup>2</sup> Indicate unit cost and currency.

Authorized Signature:  
Name and Title of Signatory:

## **Section V. Terms of Reference**

### **PROVISION OF RECORDS MANAGEMENT AND STORAGE SERVICES FOR UN OFFICES**

The International Organization for Migration (IOM) Indonesia, Jakarta is looking for a Service Provider, according to the Terms of Reference. 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.

To assist IOM activities, IOM is looking for the recommended and reliable records management and storage service provider which can providing records management and storage service in Jakarta, Medan, Makassar and Tangerang Area. Due to the limited storage space, while the document still needs to be stored up to a certain period of time for the audit process, it requires a proper place for document storage. Likewise with temporary storage of goods, a warehouse completed with supporting facilities is needed to keep goods in good condition. The Records Management and Storage service provider is expected can comply with international standard document storage requirements for archive and materials for IOM.

#### **2. Duration of Contract**

Duration of Contract from 1 September 2019 to 31 August 2020

#### **3. Scope of Services**

Selected Service Provide will need to provide services below:

- a) Storage and archiving
- b) Material for packaging
- c) Retrievals and/or to change contents of the boxes with no minimum quantity of file box

- d) Records preparation
- e) Software and application
- f) Destruction and certification
- g) Insurance to cover loss, damage, and other related expenses caused by fire, storm, earthquake and other risks

#### 4. Environmental Control

The warehouse must be of robust construction of brick, stone or concrete, with adequate protection for all roofs, walls, floors, ceilings and openings against unauthorised entry, fire, flood and damp. The building should also offer effective protection against dust, pollutants and pests.

The selected service provider is required to provide comprehensive Records Management and Storage services which will assist all of IOM activities according to the specification below:

No.	Description	Remarks
1	Temperature and humidity	Incorrect temperature and humidity can cause significant damage to documents & goods
2	Light	Sufficient lighting
3	Security indicator	Availability of fire protection (sprinkle, fires extinguisher), CCTV, emergency stair
4	Physical Security of the Warehouse	The warehouse should be secured against unauthorized entry and should be fully covered by any intruder alarm system.
5	Disaster recovery plan	An up-to-date plan should be accessible to archival staff. Ideally it should be updated yearly as well as the phone tree to contact staff during the weekend or official holidays in case of leak or other incident.

#### 5. Locations

This service will be needed to be assisted in Jakarta, Medan, Makassar and Tangerang area.

#### 6. Condition of using IOM's Long-Term Agreement by other UN Agencies

- a) Other UN Agencies may issue Purchase Order using their own template to selected Service Provider with prior approval from IOM, however the terms and condition will refer to IOM's Long-Term Agreement
- b) No ceiling of Purchase Order or aggregated amount for order issued by other UN Agencies during the contract duration

**Section VI –A. Proforma Contract for Services**

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

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

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

**1. Introduction and Integral Documents**

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
  - (a) **Annex A** - Bid/Quotation Form
  - (b) **Annex B** - Price Schedule
  - (c) **Annex C** - Delivery Schedule and Terms of Reference
  - (d) **Annex D** - Accepted Notice of Award (NOA)

**2. Services Supplied**

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

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]
- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

### 3. Charges and Payments

3.1 The all-inclusive Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]), which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].

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

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

### 4. Warranties

4.1 The Service Provider warrants that:

- (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 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) 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 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall

not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

#### 4.2 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.

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

### 5. Assignment and Subcontracting

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

### 6. Delays/Non-Performance

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

## **7. Independent Contractor**

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

## **8. Audit**

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

## **9. Confidentiality**

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

## **10. Intellectual Property**

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

## 11. Notices

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

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

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

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

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

[Service Provider's address]

Email: [Service Provider's email address]

## 12. Dispute resolution

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

## 13. Use of IOM Name

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

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

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

#### **15. Guarantee and Indemnities**

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

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

#### **16. Waiver**

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

#### **17. Termination**

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

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

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

#### **18. Severability**

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

#### **19. Entirety**

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

**20. 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]

**21. Final clauses**

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

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

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

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

*For and on behalf of*  
[Full name of the Service Provider]

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

Name

Position

Position

Date

Date

Place

Place

## B. 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]

## C. VIS & CODE OF CONDUCT SUPPLIER

### 1. Vendor Information Sheet



Annex C - VIS  
Vendor Information

### 2. Code of Conduct Supplier



Code of  
Conduct.pdf