

Request For Proposal RFP FOR REHABILITATION OF AN EXISTING RURAL WATER SUPPLY SCHEME

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SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

· Form C: Technical Proposal Submission

· Form D: Proposer Information

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

· Form F: Eligibility and Qualification

Proprietary and Confidential

- Form H: Format for CV of proposed key personnel
- Form I: Statement of Exclusivity and Availability
- Form K: Format for Financial Proposal

For Non Registered Vendors - They can register themselves through this Link on IOM Vendor Database [Register Here](#)

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

We look forward to receiving your proposal.

Issued by: Route des Morillons, 17 Geneva Switzerland

Name:

Title:

Date: 2026-04-13 09:12:57.0

This document is considered valid if digitally authorized by the IOM Approver. This is system-generated and does not require any IOM signature.

SECTION 2: INSTRUCTIONS TO PROPOSERS

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

	<p>completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm.</p>
6. Publicity	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>
SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	<p>Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 4: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 4: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 4: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
8. Amendment of solicitation documents	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	<p>The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process</p>
10. Language	<p>The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 4: Data Sheet.</p>
11. Documents establishing eligibility and qualifications of the proposer	<p>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.</p>
12. Technical proposal format and content	<p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p>

	The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.
13. Financial proposal	The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.
14. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 4: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> • IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. • In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 4: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.
15. Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 4: Data Sheet
16. Proposal validity period	<p>Proposals shall remain valid for the period specified in Section 4: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
17. Proposal security	Proposal security, if required by Section 4: Data Sheet, shall be provided in the

	<p>amount and form indicated in Section 4: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 4: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 4: Data Sheet.</p> <p>Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by Click or tap here to enter text. IOM pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> • If the proposer withdraws its offer during the period of the proposal validity specified in Section 4: Data Sheet, or; • In the event the successful Proposer fails: <ul style="list-style-type: none"> ○ to sign the contract after IOM. has issued an award; or ○ to furnish the performance security, insurances, or other documents that IOM. may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer.
<p>18. Joint Venture, Consortium or Association</p>	<p>If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> • they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and • if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p>

	<p>If a JV, Consortium or Association's proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM..</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>19. Only one proposal</p>	<p>The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director, or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this RFP; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process;

	<ul style="list-style-type: none"> they are subcontractors to each other's proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
<p>20. Alternative proposals</p>	<p>Unless otherwise specified in Section 4: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 4: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal". If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
<p>21. Pre-proposal conference</p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 4: Data Sheet.</p> <p>If it is stated in Section 4: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 4: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.</p> <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by Click or tap here to enter text. IOM in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 4: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer's conference or issued/posted as an amendment to RFP.</p>
<p>22. Site inspection</p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 4: Data Sheet.</p> <p>If it is stated in Section 4: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</p>

	<p>If it is stated in Section 4: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.</p> <p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<p>23. Errors or omissions</p>	<p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>24. Proposers responsibility to inform themselves</p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; • review the RFP to ensure that they have a complete copy of all documents; • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; • verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with Click or tap here to enter text., its employees or agents;

	<ul style="list-style-type: none"> • attend any pre-proposal conference if it is mandatory under this RFP; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and • form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.</p>
<p>25. No material change(s) in circumstances</p>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; • a change to any information on which IOM may rely in assessing proposals.
<p>SUBMISSION AND OPENING OF PROPOSALS</p>	
<p>26. Instruction for proposal submission</p>	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 4: Data Sheet. The proposal shall be delivered according to the method specified in Section 4: Data Sheet.</p> <p>The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.</p>
<p>27. Deadline for proposal submission</p>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 4: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by</p>

	<p>amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<p>28. Withdrawal, substitution and modification of proposals</p>	<p>A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM's cost.</p>
<p>29. Storage of proposals</p>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 4: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p>
<p>30. Proposal opening</p>	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 4: Data Sheet.</p> <p>The proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<p>31. Late proposals</p>	<p>Any proposal received by IOM after the deadline for submission of proposals will</p>

	<p>be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.</p>
EVALUATION OF PROPOSALS	
32. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
33. Evaluation of proposals	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals.
34. Preliminary examination	<p>IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.</p>
35. Evaluation of eligibility and qualification	<p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 3: Evaluation Criteria and in Article 4 (Eligible proposers).</p>
36. Evaluation of technical and financial proposals	<p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section</p>

	<p>3: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 4: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 4: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <table border="1" data-bbox="576 871 1421 1291"> <tr> <td>Rating the Technical Proposal (TP):</td> </tr> <tr> <td>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</td> </tr> <tr> <td>Rating the Financial Proposal (FP):</td> </tr> <tr> <td>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</td> </tr> <tr> <td>Total Combined Score:</td> </tr> </table> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>	Rating the Technical Proposal (TP):	TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100	Rating the Financial Proposal (FP):	FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100	Total Combined Score:
Rating the Technical Proposal (TP):						
TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100						
Rating the Financial Proposal (FP):						
FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100						
Total Combined Score:						
<p>37. Post-qualification</p>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer; 					

	<p>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</p> <p>e) Physical inspection of the proposer's offices, branches or other places where business transpires, with or without notice to the proposer;</p> <p>Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<p>38. Clarification of proposals</p>	<p>IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<p>39. Responsiveness of proposal</p>	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the proposer's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission.</p>
<p>40. Nonconformities, reparable errors and omission</p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period,</p>

	<p>to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
<p>41. Right to accept any proposal and to reject any or all proposals</p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>
<p>AWARD OF CONTRACT</p>	
<p>42. Award criteria</p>	<p>Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 4: Data Sheet.</p>
<p>43. Right to vary requirement at time of award</p>	<p>At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.</p>
<p>44. Notification of award</p>	<p>Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.</p>
<p>45. Debriefing</p>	<p>In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of</p>

	other proposals and how they compare to the proposer's submission shall not be discussed.
46. Performance security	<p>The successful Proposer, if so specified in Section 4: Data Sheet shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.</p>
47. Bank guarantee for advance payment	<p>Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 4: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank.</p>
48. Liquidated Damages	<p>If specified in Section 4: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.</p>
49. Proposal protest	<p>Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to m SCU@iom.int</p>

SECTION 3: EVALUATION CRITERIA

Section 1. Eligibility criteria- Minimum Eligibility and Qualification Criteria			
<p>Proposer is a legally registered entity- Form D: Proposer Information- Please provide fill the form D attached and submit with below documents</p> <ul style="list-style-type: none"> • 1) Copy of Valid Kenyan Business License, or Local Permit to Operate the Registered Business • 2) Copy of the Valid Tax Compliance Certificate • • 3) Copy of Certificate of In cooperation • • 4) Copy of PIN certificate • • 5) Copy of National Construction Certificate • 	Pass/Fail		
<p>Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other.</p>	Pass/Fail		
<table border="1" style="width: 100%;"> <tr> <td style="padding: 5px;"> <p>Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>No conflicts of interest in accordance with Section 2 Article 4.</p> </td> </tr> </table>	<p>Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.</p>	<p>No conflicts of interest in accordance with Section 2 Article 4.</p>	Pass/Fail
<p>Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.</p>			
<p>No conflicts of interest in accordance with Section 2 Article 4.</p>			

<p>The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future</p>	
<p>Signed Bidder Declaration Form</p>	
<p>Total Section 1.</p>	

<p>Section 2. Qualification Criteria- Minimum Eligibility and Qualification Criteria</p>	
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<p>History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.</p>	<p>Pass/Fail</p>
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<p>Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.</p>	<p>Pass/Fail</p>
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<p>Total Section 2.</p>	
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<p>Section 3. Previous Experience</p>	
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<p>Minimum 5 years of relevant experience.</p>	<p>Pass/Fail</p>
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<p>Minimum 4 contracts of similar value, nature and complexity implemented over the 5 last years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	<p>Pass/Fail</p>
<p>Attached the copies of Contract and Statements of Satisfactory</p>	

Performance from the Top 4 (four) Clients or more over the 5 last years.	
Total Section 3.	

Section 4. Financial Standing	
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Turnover: Proposers should have annual sales turnover of minimum amount for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Pass/Fail
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Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years	Pass/Fail
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Total Section 4.	
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Section 5. Technical Evaluation Criteria	Maximum Score
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<p>Similar experience: Successful similar experience in terms of equivalent nature and complexity carried out on behalf of the UN, INGOs or other reputable organizations in, Kenya within the last 5 years</p> <p>Bidder must provide copy of evidence such as Purchase Order, Contract or Award Letter</p>	18		
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Requirement</td> <td style="width: 50%;">Rating</td> </tr> </table>	Requirement	Rating	
Requirement	Rating		

<p>4 or more Water works of equivalent nature and complexity. For each referenced project, submit the signed contract plus the completion certificate (or final acceptance) as evidence of satisfactory performance</p>	<p>30 POINTS or 18 over 60%</p>	
<p>3 Civil Water works of equivalent nature and complexity. For each referenced project, submit the signed contract plus the completion certificate (or final acceptance) as evidence of satisfactory performance</p>	<p>20 Points or 12 over 60%</p>	
<p>2 Water works of equivalent nature and complexity. For each referenced project, submit the signed contract plus the completion certificate (or final acceptance) as evidence of satisfactory performance</p>	<p>10 Points or 6 over 60%</p>	
<p>No submission</p>	<p>0 Point</p>	

<p>List of Equipment owned or hired: Type, Characteristics, Minimum Number and Availability of Key Equipment. A bidder must demonstrate adequate ownership of the minimum required Assets and/or Machineries.</p> <p>The bidder shall demonstrate that it has access to the required Equipment through ownership or hire: drilling machine, casing, Welding machine, mixer, hand tools etc.</p>	<p>12</p>	
<table border="1"> <tr> <td data-bbox="170 1619 773 1850"> <p>Presented a complete list of more than 70% of the required equipment with their proof of ownership/ lease</p> </td> <td data-bbox="773 1619 1073 1850"> <p>20 points or 12 out of 60%</p> </td> </tr> </table>		<p>Presented a complete list of more than 70% of the required equipment with their proof of ownership/ lease</p>
<p>Presented a complete list of more than 70% of the required equipment with their proof of ownership/ lease</p>	<p>20 points or 12 out of 60%</p>	

Presented a list containing 50 -70% of the required equipment with their proof of ownership/lease.	10 points or 6 out of 60%	
Presented a list containing less than 50 %	5 points or 3 out of 60%	
No submission	0 Point	

<p>Program of works: This category is based on the proposed time to complete the work. Detailed Program of works (Sequence of activities on how the work will be implemented) is required to show how the program of works was planned.</p> <p>Note that IOM's proposed completion timeline is on or before 30 Calendar days</p>		9
+/- 10% within IOM proposed completion time. (Detailed work plan showing workflow).	15 Points or 9 out of 60	
+/- 11% - 20% within IOM proposed completion. (Detailed work plan showing workflow).	10 Points 6 out of 60	

Program of works out of time range	5 Points 3 out of 60	
No Program of works	0 Points	

<p>Financial Capacity: This category is based on the Bidders' financial capability to mobilize and carry out the proposed assignment without the need for pre- financing.</p>	9
<p>Required:</p> <p>Copy of audited account for the past three years showing capacity to key start project without pre-financing.</p>	
<p>3years Certified audited account showing capacity without pre financing</p>	15 Points or 9 out of 60

2 years Certified audited account showing capacity without pre financing.	10 Points or 6 out of 60	
Less than 2 years Certified audited accounts showing capacity without pre financing	5 Points or 3 out of 60	
No Submissions	0 Point	

<p>Key professional staff qualifications and competency for the assignment-</p> <p>Project Supervising Engineer</p> <p>Required:</p> <p>A detailed CV should be presented. Attach Certificate with Engineering Board of Kenya (EBK) & other Equivalent Professional body in the construction industry.</p>	6		
<table border="1"> <tr> <td>Bachelor's in Water/Civil/Environmental/Soil (or related) Engineering; EBK-registered (or equivalent); ≥5 years relevant experience..</td> <td>10 Points or 6 out of 60</td> </tr> </table>	Bachelor's in Water/Civil/Environmental/Soil (or related) Engineering; EBK-registered (or equivalent); ≥5 years relevant experience..	10 Points or 6 out of 60	
Bachelor's in Water/Civil/Environmental/Soil (or related) Engineering; EBK-registered (or equivalent); ≥5 years relevant experience..	10 Points or 6 out of 60		

<p>Bachelor's in Water/Civil/Environmental/Soil (or related) Engineering; EBK-registered (or equivalent); ≥4 years relevant experience</p>	<p>5 Points or 3 out of 60</p>	
<p>Key professional staff qualifications and competency for the assignment-</p> <p>Foreman/Site Manager</p> <p>Required:</p> <p>Detailed CV should be presented.</p> <p>Attach Certificate with Engineering Board of Kenya (EBK) & other Equivalent Professional body in the construction industry.</p>		<p>6</p>
<p>Bachelor's in Water/Civil/Environmental/Soil (or related) Engineering; EBK-registered (or equivalent); ≥ 4 years relevant experience.</p>	<p>10 Points or 6 Out of 60</p>	
<p>Total Section 5.</p>		<p>60</p>

SECTION 4: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1	Partial proposals	<input checked="" type="checkbox"/> Allow suppliers to select lines on which to respond
2	Currencies	Prices shall be quoted in Kenyan Shilling
3	Proposal validity period(days)	60
4	Alternative proposals	No
5	Deadline for proposal submission	Date: 4/27/26 10:00 AM Time: 00 AM Time zone: Arabia Standard Time
6	Type of contract to be awarded	Purchase Order
7	Expected date for commencement of contract	
8	Conditions of contract to apply	See Section 6

9	Scope	<p>The reference number of this Request for Proposal (RFP) is 3000021717</p> <p>The services include Rehabilitation of an existing rural water supply scheme</p> <p>. in Mandera, County. as further described in Section 5 of this RFP.</p>
10	Eligible proposers	<p>Bidders from Kenya. Participation is limited to firms legally registered in Kenya due to mandatory national construction licensing, site access requirements, and mobilization constraints</p>
11	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: KCO PROCUREMENT</p> <p>E-mail address: kco-quotationqueries@iom.int</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 16).</p> <p>Deadline for submitting requests for clarifications / questions:</p> <p>17TH April 2026 10am EAT Time.</p> <p>Contact details for clarification of solicitation documents</p> <p>-</p> <p>E-mail address: kco-quotationqueries@iom.int</p>
11	Language	<p>All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in English</p>
12	Duties and taxes	<p>All prices shall:</p> <p>Be exclusive of VAT and other applicable indirect taxes.</p>
13	Proposal security	<p>Not Required</p>
14	Pre-proposal conference	<p>Pre-Proposal Conference will be held online after concluded site Visit as per Site Inspection Article 15.</p> <p>Time and time zone: 15TH April 2026 10am EAT Time.</p> <p>Venue: Online Teams Meeting</p> <p>Interested Vendors should send their interest to email kco-quotationqueries@iom.int in the following Manner:</p> <ul style="list-style-type: none"> • Mandatory Email Subject- Pre Proposal 3000021717 • Contact Person Name: • Company Name: • Email Address to which Link to be shared: <p>Minutes ... will be disseminated by direct email to prospective proposers</p> <p>by</p> <p>email through kco-quotationqueries@iom.int</p>

		<p>Minutes of the pre-proposal conference will be disseminated by</p> <p>Direct communication to prospective proposers by email..</p>
15	Site inspection	<p>Site Details Proposers may carry out their own site inspection with the prior written approval of IOM Office</p> <p>Lot 1 Rehabilitation of an existing rural water supply scheme-Mandera East- 3°56'06.92"N 41°51'50.99"E</p> <p>Lot 2 Rehabilitation of an existing rural water supply scheme-Mandera South 2°48'10.32"N 40°55'38.02"E</p> <p>Lot 3 Rehabilitation of an existing rural water supply scheme-Mandera South 2°48'10.32"N 40°55'38.02"E</p> <p>Lot 4 Rehabilitation of an existing rural water supply scheme-Mandera South 2°48'10.32"N 40°55'38.02"E</p> <p>Lot 5 Rehabilitation of an existing rural water supply scheme-Mandera South 2°48'10.32"N 40°55'38.02"E</p> <p>Lot 6 Rehabilitation of an existing rural water supply scheme-Lafey 3°09'02.10"N 41°11'24.47"E</p> <p>Lot 7 Rehabilitation of an existing rural water supply scheme-Lafey 3°09'02.10"N 41°11'24.47"E</p> <p>The Proposers/Bidders shall be responsible for all costs related to/from during the site Inspection</p> <p>Proposers shall notify email kco-quotationqueries@iom.int , 1 days in advance as to whether they intend to participate in the site inspection and the details of their representatives (Maximum 2 persons)who will attend. On or before 10TH April 2026 10am EAT Time.</p> <p>NOTE: Vendors who expressed interest will be expected to attend the site survey on 13 April and 14 April.</p> <p>The Following Information will be required to submitted to in order to be booked for site survey in the following Manner:</p> <ul style="list-style-type: none"> · Mandatory Email Subject- Site Visit 30000021717 · Contact Person Name:(Maximum of 2 Persons Permitted) · Company Name: · Telephone/ Mobile Contact/s:
16.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p>SUBMISSION BY E-TENDERING-IOM strongly encourages suppliers to submit bids via e-tendering as this</p>

		<p>will enhance the integrity and transparency of the procurement process,</p> <p>reduce manual errors and enable the streamlining of the process leading to an overall more effective process.</p> <p>For Non Registered Vendors - They can register themselves through link provided on Page 1</p> <p>(Please use Google Chrome browser)</p> <ul style="list-style-type: none"> · You can be referred to the "Supplier Guides" attached as well as the video available for external users at · Supplier - Create Response to Solicitation Invitation - guideline in a PDF file is attached. Supplier Guide 1.pdf and Supplier Guide 2.pdf · Supplier - For the existing and registered suppliers in WAVE can access through Supplier Guide 1. <p>SUBMISSION BY EMAIL:</p> <p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: Technical 30000021717</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: Financial 30000021717.</p> <p>Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.</p> <p>Proposal submission address: iomnborfq@iom.int</p> <p>PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> • File Format: PDF. • File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. • All files must be free of viruses and not corrupted. • Max. File Size per transmission: 9MB • Mandatory subject of email: As Described above. • If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. • Multiple emails must be clearly identified by indicating in the subject line "email no. 1 of 2", and the final "email no. 2 of 2." • It is recommended that the entire Proposal be consolidated into as few attachments as possible. • The proposer should receive an email acknowledging email receipt.
17.	Proposal Opening	Public proposal opening will not be held
18.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p>Combined scoring method using a distribution of 60% Technical Proposal and 40% Financial Proposal</p> <p>The maximum number of technical points is detailed in</p>

		Section 4: Evaluation Criteria To be substantially compliant, Proposers must obtain a minimum threshold of 70.% of maximum points.
19.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased 25% The maximum percentage by which quantities may be decreased is 25%
20	Contract award to one or more proposer	IOM will award a contract to: One or more Bidders, depending on the following factors 1. Delivery Schedule 1. Price 1. Budget
21	Performance Security	Not Required. Required: 10% of the Contract Price The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6.
22	Advance payment	Up to 15% against an Advance Payment Guarantee equal to the advance amount, using IOM's standard template
23	Liquidated damages	Liquidated damages Percentage of contract price per week of delay: 1.25% up to a maximum of 10% of the Contract value, after which IOM Kenya may terminate the contract.
24.	Retention	Retention Payment (10%) A retention amount of ten percent (10%) of the total contract value shall be withheld for a period of twelve (12) months from the date of Provisional Acceptance. The retained amount shall be released upon submission of a duly signed Certificate of Final Acceptance (CFA) , confirming that all defects have been rectified and all contractual obligations have been fully met.

SECTION 5: TERMS OF REFERENCE- SEE ATTACHED BOQ-[BOQ - REHABILITATION OF AN EXISTING RURAL WATER SUPPLY SCHEM.xlsx](#)

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract SEE ATTACHED -[C5 Construction Contract EN - 20240125.docx](#)

6.2 Advance Payment Guarantee (Bank Guarantee)

ADVANCE PAYMENT SECURITY (Bank Guarantee)

To: *[name and address of IOM Mission]*

Contract : *[name of Contract]*

-

Gentlemen:

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the supply of *[brief description of goods & related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures & in words]* is to be

made against an advance payment guarantee

At the request of the Supplier, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures and in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier are in breach of their obligation under the Contract because the Supplier have used the advance payment for purposes other than toward providing the required Goods and Services under the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods to be supplied thereunder or of any of the Contract documents which may be made between *[name of IOM Mission]* and the Supplier, 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 IOM Mission]* receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

6.3 Performance Security.

Performance Security (Bank Guarantee)

To: *[name and address of Employer]*

WHEREAS *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor 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 be valid until a ____ 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

SECTION 7: PROPOSAL FORMS

Form C: Technical Proposal Submission

Form D: Proposer Information

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification

Form H: Format for CV of proposed key personnel

Form I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

Form J: Format for Financial Proposal

FORM C: TECHNICAL PROPOSAL SUBMISSION

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

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

BIDDER'S DECLARATION OF CONFORMITY

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.

<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

FORM D: PROPOSER INFORMATION [Form D Proposer Information.docx](#)

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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

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

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

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

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

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

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

Name of partner: _____ Signature: _____ Date: _____	Name of partner: _____ Signature: _____ Date: _____
Name of partner: _____ Signature: _____ Date: _____	Name of partner: _____ Signature: _____ Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION

FORM F: ELIGIBILITY AND QUALIFICATION

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years

<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the **last 5 years**.

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

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

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

Attached are the **Statements of Satisfactory Performance** from the Top 4 (four) Clients or more.

Financial Standing

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

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

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

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

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

FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL

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

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

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

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

FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

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

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

From	To
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

FORM K: FORMAT FOR FINANCIAL PROPOSAL

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

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

Currency of the proposal: Kenyan Shilling

Financial Offer

Description of Works	GPS CORDINATES	UOM	Qty	Total Price
Lot 1 Rehabilitation of an existing rural water supply scheme- Mandera East- 3° 56'06.92"N 41°51'50.99"E	3°56'06.92"N 41°51'50.99"E	LOT	1	
Lot 2 Rehabilitation of an existing rural water supply scheme- Mandera South 2° 48'10.32"N 40°55'38.02"E	2°48'10.32"N 40°55'38.02"E	LOT	1	
Lot 3 Rehabilitation of an existing rural water supply scheme- Mandera South 2° 48'10.32"N 40°55'38.02"E	2°48'10.32"N 40°55'38.02"E	LOT	1	
Lot 4 Rehabilitation of an existing rural water supply scheme- Mandera South 2° 48'10.32"N 40°55'38.02"E	2°48'10.32"N 40°55'38.02"E	LOT	1	
Lot 5 Rehabilitation of an existing rural water supply scheme- Mandera South 2° 48'10.32"N 40°55'38.02"E	2°48'10.32"N 40°55'38.02"E	LOT	1	
Lot 6 Rehabilitation of an existing rural water supply scheme- Lafey 3°09'02.10" N 41°11'24.47"E	3°09'02.10"N 41°11'24.47"	LOT	1	
Lot 7 Rehabilitation of an existing rural water supply scheme- Lafey 3°09'02.10" N 41°11'24.47"E	3°09'02.10"N 41°11'24.47"	LOT	1	
Total				

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time 30days	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	