# **REQUEST FOR QUOTATION (RFQ)**

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| RFQ Reference: 4200741924 | Date: 20 October 2024 |

# **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Ground Transportation Services in Somaliland, Air Charter flights and Go-home Letters.**

The International Organisation for Migration (IOM) kindly requests your quotation for the provision of services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by:

Supply Chain Unit

## **SECTION 2: RFQ INSTRUCTIONS AND DATA**

|  |  |
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| **Deadline for the Submission of Quotation** | 01 November 2024 (11 am GMT+3)  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <http://www.timeanddate.com/worldclock/>. |
| **Method of Submission** | Quotations must be submitted as follows:  E-tendering  Email  Courier / Hand delivery  Other  Bid submission address: [procurement-tenderonly@iom.int](mailto:procurement-tenderonly@iom.int)   * 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: 25 MB * Mandatory subject of email: **4200741924 - Ground Transportation Services in Somaliland, Air Charter flights and Go-home Letters - "Company Name"** * Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire Quotation be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging email receipt. |
| **Cost of preparation of quotation** | IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct** | All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct). |
| **Conflict of Interest** | **UN encourages every prospective Supplier to** avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. |
| **General Conditions of Contract** | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement. |
| **Eligibility** | Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative. |
| **Currency of Quotation** | Quotations shall be quoted in USD |
| **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, unless otherwise specified below:  All prices shall:  be inclusive of VAT and other applicable indirect taxes  be exclusive of VAT and other applicable indirect taxes |
| **Language of quotation and all documentation** | English |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  Annex 2: Quotation Submission Form (Vendor Information Sheet and Bidder’s Declaration of Conformity) duly completed and signed  Annex 3: Technical and Financial Offer duly completed and signed and in  accordance with the Schedule of Requirements in Annex 1  Valid certificate of registration from Somaliland Authorities |
| **Quotation validity period** | Quotations shall remain valid for 90 (ninety) days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | Not permitted  Permitted |
| **Payment Terms** | 100% within 30 days after receipt of services and submission of payment documentation. |
| **Contact Person for correspondence, notifications and clarifications** | Focal Person: Bashir MOHAMED  E-mail address: [basmohamed@iom.int](mailto:basmohamed@iom.int)  Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than 2 (two) days before the submission deadline. Responses to request for clarification will be communicated via email by 24 October 2024 |
| **Evaluation method** | The contract will be awarded to the lowest price substantially compliant offer  Other |
| **Evaluation criteria** | Full compliance with all requirements as specified in Annex 1  Full acceptance of the General Conditions of Contract  **Company profile, specific experience of the Service Provider relevant to the assignment.**  Provide a company history of commercial air transportation services offered that includes experience, particularly in Somalia and in particular Somaliland, area(s) of service, type of operation, major client , and other relevant information IOM should know about services offered. To be supported by at least 5 signed relevant contracts/Pos - **(Pass/Fail)**  **Technical resources, Service Providers possess with sufficient technical resources for the assignment.**  Provide a summary of the company’s complete owned or leased fleet and indicate number of aircraft, aircraft type, serial number, registration mark the company intends to offer to IOM. Provide all specifications for these aircrafts. Provide Copy of ownership certificate/lease agreement - **(Pass/Fail)**  **Delivery Capacity**  Provide a summary of the company’s flight schedule, routes and destinations covered, frequency of flights, payloads, etc. to ascertain delivery capacity of your company - **(Pass/Fail)** |
| **Right not to accept any quotation** | IOM is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions. |
| **Type of Contract to be awarded** | **Air Charter Agreement** - for flights (Sample attached at the end of this document).  **Purchase Order for Services** - for Go-home Letters and Ground Transportation Services |
| **Expected date for contract award.** | 19 November 2024 |
| **Policies and procedures** | This RFQ is conducted in accordance with Policies and Procedures of IOM |
| **UNGM registration** | IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org). The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM. |

**ANNEX 1: SCHEDULE OF REQUIREMENTS**

**Terms of Reference TORs**

Assignment: Ground Transportation Services in Somaliland, Air Charter flights and Go-home Letters.

Location: Somaliland, Somalia.

Duration: 2 months.

Justification/Background: The International Organization for Migration in Mogadishu, Somalia, invites qualified and potential Service Providers to provide an offer for Ground Transportation Services in Somaliland, Air Charter flights and Go-home Letters (referred to hereinafter as “Services”) under the terms and condition contained herein.

Figures are indicative and do not represent a commitment that IOM will utilize a certain quantity. Quantities may vary and will depend on the actual requirements.

SCOPE OF THE WORK (WORK ASSIGNMENT)

3.1.1 Services offered should cover Air Transport as set out below. The Service Provider will provide Air charter flight and ground transportation Agreement as listed above and provide offers for below dimension.

3.1.2 Transport Methods

All movements of goods shall be carried out by following a method which ensures the protection thereof at all times, taking into account the nature of the goods and security, environmental and climatic factors.

3.1.3 Documentation

For each shipment, IOM Supply/Logistics Unit shall issue a written order to the Service Provider providing passengers name, full address and telephone number at destination and other instructions as may be necessary.

The Service Provider shall, in all cases, supply the Supply/Logistics Units with a manifest list which shall indicate for each passenger names, boarding pass.

The Service Provider shall ensure that transported goods are covered by a Waybill and that the consignee signs as Proof of Delivery. Such Waybills/Proofs of Delivery will be shared with IOM upon successful delivery.

The Service Provider’s services will therefore include, but will not be limited to the following:

(a) Road transportation services from Berbera port city to Hargeisa Somaliland requested by IOM.

(b) The transport request will be formalized by issuance of a vehicle request form to the transporter, prior to which IOM would have requested the Service Provider to confirm in writing the available vehicles.

(c) Air charter flight services from Hargeisa Egal international airport to Aden Abdulle International Airport in Mogadishu Upon receipt of this flight request, the Service Provider must position the aircraft at the airport terminal within 24 hours or less upon need and exceptional cases and arrange flight by the next available flight to the destination.

(d) The Service Provider ensures that the passengers are delivered within the agreed average transit time to destinations listed above

(e) IOM will endeavor to improve planning of passenger movement, enabling timely notice to Service Provider for positioning of aircraft/arranging air flight.

(f) IOM will endeavor to minimize delays during boarding.

3.1.4 Handling passengers

IOM might request from the SP handling passengers during checking and boarding time at the airport terminal.

The operator of the transportation services should be responsible to provide the following: -

A focal point in charge for IOM for the transportation passengers handlers’ team. –

Making sure vehicles are properly maintained and inspected. –

Providing valid drivers and vehicles licenses for the purpose of entry permits.

3.1.5 General requirements

• Service Provider should be able to mobilize staff within 24 hours’ notice or less based on emergency needs

EXPECTED DELIVERABLES

• Transportation is arranged and carried out in a safe manner

• Emergency requests are acted on promptly (delivered from stock to project site within 24

hours)

• Accurate documentation is kept for all flight and ground transportation request to ensure a reliable

audit trail is maintained.

DESIRED QUALIFICATIONS, SPECIALIZED, KNOWLEDGE OR EXPERIENCE

- Registered Logistics and air travel Company

- Strong knowledge of Local and Regional logistics challenges

- Minimum 3-5 years’ experience in similar work –

- Minimum of 5 years’ experience in the provision of air transportation and delivery service

- Locally registered business company with valid and renewed business license

- Valid and renewed VAT registration (if applicable)

- Able to operate in all Governorates of Somalia including and with no restriction and able to handle to-and-from the port of entry (when required)

- Able to provide recommendations on performance of service delivery from the UN Agencies with the same ASR operations.- Provide evidence for utilization of other companies' resources through outsourcing.

PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS

• Orders are delivered within 24 – 48 hours or on the date requested

• % loss/damage of goods in transit

• % misdelivered/unrecorded deliveries

• Accurate invoices shared monthly

FREQUENCY OF PERFORMANCE REVIEWS

• Mid-contract review at 6 months

• Final review at 12 months (Annual review)

IOM RECOURSE INCASE OF UNSATISFACTORY PERFORMANCE

IOM reserves the right to withhold payment and consolidated output until the contractor provide satisfactory quality output as reviewed IOM Focal Point. In case of unsatisfactory performance, the payment will be withheld until quality deliverables are submitted and subsequently, the contract will be terminated in accordance with the General terms and conditions stated in the tender document if the contractor fails to deliver.

**ANNEX 2: QUOTATION SUBMISSION FORM**

*Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

|  |  |  |
| --- | --- | --- |
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | 4200741924 | Date: Click or tap to enter a date. |

**VENDOR INFORMATION SHEET**

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| --- |
| **PROSPECTIVE VENDOR INFORMATION SHEET** |
| **Vendor No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  (IOM Internal Use) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Company Details** |  | | | | |
| Registered Vendor Name\*: |  | | | | |
| Tax Organization Type\*: | Choose an item. | | | | |
| Supplier Type\*: | Choose an item. | | | | |
| Company Web Site: |  | | | | |
| Tax Country\*: | Choose an item. | | | | |
| Taxpayer ID/Tax Registration No\*: |  | | | | |
| Products and/or Services | Choose an item. | | | | |
| **Additional Information** |  | | | | |
| UNGM No.: |  | Commitment to Antiracism: | | Choose an item. | | | |  |
| UNPP No.: |  | Does your entity agrees with UN Supplier Code of Conduct: | | Choose an item. | | | |  |
| Is your Entity Women Owned?: | Choose an item. | Is the Bank Account Certificate added as attachment?: | Choose an item. | | | | |  |
| Is your Entity Disability Inclusive?: | Choose an item. |  |  | |  | |
|  |  | | | | |
| **Address\*** |  | | | | |
| Street Name and House No. |  | | | | |
| ZIP/Postal Code\* |  | | | | |
| City\* |  | | | | |
| Region\* |  | | | | |
| Country\* | Choose an item. | | | | |

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| --- | --- | --- | --- |
| **Contact Information for communications** | |  |  |
| First Name\*: |  |  | **IMPORTANT** |
| Last Name\*: |  |  | All fields marked with \* are mandatory. |
| Job Title |  |  | The form will be returned if mandatory field/s is/are empty |
| Email\*: |  |  | The Vendor Name should match ID or registration documents |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Other Contacts** | |  |  | | |
| First Name\*: |  |  | |  | |
| Last Name\*: |  | Will this person have a role in Wave? | | | Choose an item. |
| Job Title: |  | If yes, what will be that role? | | Choose an item. | |
| Email\*: |  |  | |  | |
|  | |  |  | | |
| First Name\*: |  |  | |  | |
| Last Name\*: |  | Will this person have a role in Wave? | | | Choose an item. |
| Job Title: |  | If yes, what will be that role? | | Choose an item. | |
| Email\*: |  |  | |  | |

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | |  | |
| Printed Name\*: |  |  |  | **List of attachments** | |
|  |  |  |  | Taxpayer ID/Tax registration number certificate. | |
|  |  |  |  | Business License | |
|  |  |  |  | Id. of the owner | |
| Signature\*: |  |  |  | Signed UN Supplier Code of Conduct | |
| Job Title |  |  |  | Proof of women ownership share of the company | |
| Date |  |  |  | Evidence of commitment to anti-racism | |
|  |  |  |  | Evidence of entity’s disability inclusive policy | |
|  |  |  |  | Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  |  |  |

**BIDDER’S DECLARATION OF CONFORMITY[[1]](#footnote-2)**

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|  |  | On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization. |
|  |  | On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation. |
|  |  | On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|  |  | It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|  |  | On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM. |
|  |  | IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration. |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## **ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES**

*Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

|  |  |  |
| --- | --- | --- |
| Name of Bidder: | Click or tap here to enter text. | |
| RFQ reference: | 4200741924 | Date: Click or tap to enter a date. |

**Technical Offer**

*Provide the company profile showing qualification, fleet capacity and expertise that is relevant to the Terms of Reference.*

**Financial Offer**

**Currency of Quotation: USD**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Description of Deliverables** | **QTY** | **Unit Price** | **Total Price** |
| 1 | Vehicle rental (Bus with 30-Seater or more) with good condition to transport passengers from Berbera to Hargeisa, Somaliland - Please specify the model and year | 2 Trips |  |  |
| 2 | Mogadishu returnees Go-home letters (for those who are above two years old). | 300 PAX |  |  |
| 3 | Charter flight (150-Seater) Fokker 150 or equivalent from Hargeisa, Somaliland to Mogadishu, Somalia | 2 Flights |  |  |
|  | |  | **Grand 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 |  |  |  |
| Validity of quotation |  |  |  |
| Payment terms |  |  |  |
| Full compliance with all requirements as specified in Annex 1 |  |  |  |
| Full acceptance of the General Conditions of Contract |  |  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. | |
| *Exact name and address of company*  Company Name: Click or tap here to enter text.  Address: Click or tap here to enter text.  Click or tap here to enter text.  Phone No.: Click or tap here to enter text.  Email Address: Click or tap here to enter text. | Authorized Signature:  Date: Click or tap here to enter text.  Name: Click or tap here to enter text.  Functional Title of Authorised  Signatory: Click or tap here to enter text.  Email Address: Click or tap here to enter text. |

**Sample of Air Charter Agreement:**

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |
| RMM/CMM/ Approval Code |  |

**AIR CHARTER AGREEMENT**

**between the**

**International Organization for Migration**

**and**

**“Carrier”**

This Air Charter Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its Country Office, in “Insert County”, of “Insert address”, represented by “Insert Name”, the “Insert title”, hereinafter referred to as “**IOM**” and “Insert Name”, of “Insert address” represented by “Insert Name”, the “Insert title”, hereinafter referred to as the “Carrier.” IOM and the Carrier are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. **Introduction** 
   1. IOM and the Carrier agree that the Carrier shall provide IOM with “Insert number of flights” flight(s) with “Insert seats capacity” seat capacity to operate between **Egal International Airport, Somaliland** and **Aden Abdulle International Airport, Somalia** (hereinafter, referred to as the “**Flight/s**”), provided that all related traffic rights (pick-up, overflight, landing, etc.) are applied and paid for and received by the Carrier, IOM having no liability in this respect.
2. **Aircraft Space and Equipment**

It is understood and agreed that the Carrier will provide IOM with the full usable payload of aircraft on the Flight/s.

1. **Flight Designation and Schedule**

The Flight/s is/are designated and scheduled as follows:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Type of Aircraft** | **Time and Date of Departure** | **Name of Airport** | **Time and Date of Arrival** | **Name of Airport** |
| **Route No. 1** |  |  | Egal Airport, Somaliland |  | Aden Abdulle International Airport |

1. **Special Obligations**
   1. It is agreed that the Carrier will exercise all diligence to secure promptly all pick-up rights and overflight authorizations in the country of departure as well as landing rights in the country and at the airport of final destination. It is agreed that if the Carrier fails to request or does not duly request these authorizations for the Flight/s awarded hereunder and which causes delay of the Flight/s, the Carrier shall be required to provide, at its own cost, the services set out in Articles 4.6 and 4.7 of this Agreement.
   2. The aircraft to be used in carrying out the Flight/s shall meet all relevant regulations and requirements, including relevant security and safety rules, of the appropriate authorities at point of departure, landing points en route and points of final destination.
   3. The Carrier shall communicate to IOM the name and address of the embarkation agent designated by the Carrier at the points of departure in due time and confirm that it has provided this agent with full operational details of the Flight/s.
   4. It is agreed that the Carrier will furnish airport ground services and provide passenger comfort equivalent to economy class service, as well as substantial meals and refreshments served at appropriate times and at regular intervals on board aircraft and other appropriate services from the place of departure to the place of destination. Where possible and requested in advance, special dietary requirements will be met. The service to the passengers shall include facilities for preparing suitable food for infants and shall also include first aid equipment and an adequate supply of disposable diapers.
   5. The aircraft shall carry a qualified and experienced pilot and a sufficient number of experienced flight attendants, as crew members, to properly take care of the in-flight needs of the passengers. They shall perform their services in a manner that will not cause any prejudice or bad publicity to IOM.
   6. In the event that, as a result of the Carrier's acts or omissions, the aircraft is not able to depart at the scheduled time, the Carrier will be liable for all costs in connection with such delay, including for the provision of food and lodging and ground transportation, if required, for the passengers involved. The Carrier will also be responsible for the cost of onforwarding by scheduled air services those passengers whose departure cannot be delayed for major reasons such as visa expiry, advanced pregnancy, etc. It will be the Carrier's responsibility to make all appropriate arrangements as may be required under the provisions of this Clause.
   7. In case of accident, breakdowns, or other interruptions of transportation, the Carrier will, at its own expense, provide to the passengers affected thereby alternative transportation to their destinations. In such cases, the Carrier will provide, at no expense to IOM, reasonable food and lodging for such passengers until such time as alternative transportation is offered to such passengers. The Carrier will endeavor first to provide such alternative transportation in other equipment of similar standard. If alternative transportation by such means is not available, the Carrier will provide other alternative transportation by air or surface means. The Carrier shall also, at its own expense, provide such passengers with meals or a monetary allowance or exchange order(s) therefore, for the remainder of their journey.
   8. The Carrier, in carrying out its responsibilities under this Agreement, may sub-charter provided both the type of aircraft and the company performing the sub-charter are accepted by IOM in advance in writing. The non-acceptance by IOM shall be final and without contest, and will not relieve the Carrier of its contractual obligations.
   9. The Carrier will issue to each passenger, in its own name, an individual passenger ticket, as described in Article 3 of the Warsaw Convention, on which no price shall be indicated, or a master ticket accompanied by the passenger manifest of the whole group traveling.
   10. Crew members not on active duty will not be emplaned on IOM charters without the permission of IOM. Permission to emplane them will be requested at least 24 (twenty four) hours in advance of departure. Such permission will not be unreasonably withheld.
   11. No passengers or luggage will be permitted on board on the chartered aircraft without IOM’s prior written authorization.
   12. No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted aircrafts/flights.
2. **Charges and Payments**
   1. The all-inclusive fee(s) (the “**Fee**”) for each Flight is as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Route No.** | **Departure From:** | **Arrival At:** | **Specify: One Way / Return** | **Fee in USD** |
| 1 | Hargeisa Somaliland | Mogadishu, Somalia | One Way |  |

* 1. This Fee is all-inclusive, except for royalties, de-icing, and passenger taxes, if any, which will be paid by IOM over and above the said Fee.
  2. The Carrier shall invoice IOM upon satisfactory completion of each Flight/s under this Agreement. The invoice shall include time/date of the Flight/s completed and the agreed Fee for each Flight.
  3. Payment shall become due 30 (thirty) days after IOM’s receipt and approval of the invoice.
  4. Payment shall be made in united state Dollars (USD) by bank transfer to the following account:

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Branch: |  |
| Bank Account Name: |  |
| Bank Account Number: |  |
| Swift Code: |  |
| IBAN Number: |  |

Any change to the bank account shall be formalized by an amendment to this Agreement.

* 1. The Carrier shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Carrier in connection with this Agreement.
  2. IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Fee until the Carrier has completed to the satisfaction of IOM the Services to which those payments relate.

1. **Advance Payment Bank Guaranty and Performance Security**

6.1 Advance Payment Bank Guarantee (Not APPLICABLE)

The Carrier shall provide IOM with a bank guarantee to secure the requested advance payment (the “Bank Guarantee”) in an amount equivalent to the total amount advanced, to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex X, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be released by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

6.2 Performance Security (Not APPLICABLE)

6.2.1 The Carrier shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).

6.2.2 The Performance Security shall serve as the guarantee for the Carrier’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Carrier’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Carrier’s obligations] following which it will be released by IOM.

1. **Warranties**
   1. The Carrier warrants that:
2. 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 Flights in accordance with this Agreement;
3. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
4. In all circumstances it shall act in the best interests of IOM;
5. No official of IOM or any third party has received, will be offered by, or will receive from the Carrier any direct or indirect benefit arising from the Agreement or award thereof;
6. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
7. The Carrier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
8. It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Carrier shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
9. It has or shall take out relevant insurance coverage for the period the Flight/s are provided under this Agreement;
10. The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Carrier 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 Carrier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
11. It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Carrier becomes aware of any situation were IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
12. It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Carrier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
13. It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable terrorism legislation. If, during the term of this Agreement, the Carrier determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response.  The Carrier shall ensure that this requirement is included in all subcontracts.
    1. The Carrier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Carrier shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:
14. fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM;
15. corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
16. collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
17. coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
18. obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM’s contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
19. unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
20. money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.
    1. The Carrier further warrants that it shall:
21. Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),[[2]](#footnote-3) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[3]](#footnote-4) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Carrier to perform activities under this Agreement (“Associated Personnel”);
22. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
23. Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
24. Provide to IOM, on written request, all relevant information to determine whether the Carrier has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
25. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
26. Adhere to the provisions of this Article for the duration of this Agreement.
    1. The Carrier warrants that:
27. It has the full authority to execute this Agreement and to provide IOM with the full usable payload of aircraft on the Flight/s for the purpose of IOM’s use;
28. The Aircraft provided under this Agreement are each properly registered, as evidenced by a Certified True Copy of each Aircraft’s registration papers. Each Aircraft must carry the original registration papers at all times during the period of this Agreement.
    1. The Carrier expressly acknowledges and agrees that breach by the Carrier, its employees or its Associated Personnel, of any provision contained in Articles 7.1, 7.2, 7.3 or 7.4 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Carrier all losses suffered by IOM in connection with such breach.
    2. IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Carrier, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Carrier or national authorities. The Carrier shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Carrier's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Carrier's premises at reasonable times and on reasonable conditions in connection with such access to the Carrier's personnel and relevant documentation. The Carrier shall require its agents, including, but not limited to, the Carrier's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.
29. **Cancellation and Penalties** 
    1. IOM and the Carrier may cancel a flight, in part or in whole, at any time prior to its departure against payment of a cancellation fee, except that no cancellation fee is due if notice of cancellation is received at least 7 (seven) days in advance of the scheduled departure time of the Flight concerned, including the positioning flight, if any. A postponement of Flight/s is not to be considered as cancellation, even if notice of postponement is received less than 7 (seven) days prior to the scheduled departure date, including the positioning flight, if any.
    2. The cancellation fee shall be [specify - max. 10%] (percentage in words) of the Fee as described in Article 5.1 if notice of cancellation is received less than 7 (seven) days prior to the scheduled departure time of the Flight, including the position flight, if any.
30. **Assignment and Subcontracting**
    1. The Carrier shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Carrier without approval in writing by IOM may be cause for termination of the Agreement.
    2. Notwithstanding such written approval from IOM, the Carrier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Carrier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Carrier remains liable as primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.
31. **Delays, Non-Performance and Force Majeure** 
    1. If, for any reason, the Carrier does not carry out or is not able to carry out its obligations under this Agreement and/or according to the aircraft’s schedule, 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 a charge of 1% (one per cent) of the Fee per day of delay, up to a maximum of 10% (ten per cent) of the Fee, or terminating this Agreement. In the event of such termination, the provisions of the Article on Termination shall apply.
    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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
    3. As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
    4. IOM shall be entitled without liability to suspend or terminate the Agreement if the Carrier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 20 (Termination) shall apply
32. **Independent Contractor**

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

1. **Audit**

The Carrier agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Flight/s 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 Flight/s under this Agreement. The Carrier 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 Carrier shall be available for interview.

1. **Confidentiality**
   1. All information which comes into the Carrier’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Carrier shall not communicate such information to any third party without the prior written approval of IOM. The Carrier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
   2. Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Carrier, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent as required by its donors or auditors or in relation to IOM’s reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM, provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.
2. **Notices**
   1. 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: |  |
| Address: |  |
| Email: |  |

|  |  |
| --- | --- |
| **Carrier** | |
| Attn: |  |
| Address: |  |
| Email: |  |

* 1. The Carrier will inform, in writing, both IOM and IOM's field offices concerned of positioning schedule of aircraft involved and of any changes as they occur.

1. **Dispute Resolution**

15.1 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.

15.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

15.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.

15.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.

15.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.

15.6 This Article survives the expiration or termination of the present Agreement.

1. **Use of IOM Name, Abbreviation, and Emblem**

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

1. **Status of IOM**

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM.

1. **Indemnity and Insurance** 
   1. The Carrier 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 Carrier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Carrier of any written claim, loss, or demand for which the Carrier is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.
   2. The Carrier shall maintain, at its expense, effective insurance against liability for any and all claims arising out of injury to or death of any passenger or third party and against loss of or damage to baggage or other property. The Carrier will furnish a certified copy of the certificate of insurance in force to IOM upon signature of this Agreement.
   3. The Carrier shall not be obliged to bear any cost arising out of rejection of any passenger by the public health, flights, or immigration authorities of the country of destination upon arrival. The Carrier shall not be obliged to bear any costs arising out of en route off-loading of any passenger upon competent medical advice. IOM shall be informed by fastest electronic means followed by a full written report on each incident arising under the above provisions. IOM shall repay any disbursements incurred by the Carrier in making suitable disposition of any such passenger.
2. **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.

1. **Termination**
   1. Subject to Article 8.1, IOM may terminate or suspend this Agreement at any time, in whole or in part.
   2. In the event of termination of this Agreement, IOM will only pay for the Flights completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination. Upon receipt of notice of termination, the Carrier shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Carrier shall waive any claims for damages including loss of anticipated profits on account thereof.
   3. In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Carrier in writing when the suspension is lifted and may modify the completion date. The Carrier shall not be entitled to claim or receive any Fee or costs incurred during the period of suspension of this Agreement.
2. **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.

1. **Entire Agreement**

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

1. **Final Clauses**
   1. This Agreement will enter into force upon retroactivity 16th Sept and 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 the Article on Termination.
   2. Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

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  The Carrier |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

1. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)
2. Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf (un.org)](https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf?OpenElement) [↑](#footnote-ref-3)
3. UN System Model Policy on Sexual Harassment, [CEB Model Policy (unsceb.org)](https://unsceb.org/sites/default/files/imported_files/UN%20System%20Model%20Policy%20on%20Sexual%20Harassment_FINAL_0.pdf) [↑](#footnote-ref-4)