**INVITATION TO BID (ITB)**

**Passenger and Goods Transportation Services in Somalia on Two (2) Years Long Term Agreement Basis**

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| ITB Reference No: SOM-LTA-2024-008 | Country: Somalia | Date: 22 July 2024 |

SECTION 1: LETTER OF INVITATION

# The International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

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

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

* Form A: Bid Confirmation
* Form B: Checklist
* Form C: Bid Submission
* Form D: Bidder Information
* Form E: Joint Venture/Consortium/Association Information
* Form F: Eligibility and Qualification
* Form G: Technical Bid
* Form H: Price Schedule

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

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to [procurement-tenderonly@iom.int](mailto:procurement-tenderonly@iom.int) no later than 14 August 2024, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

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| Somalia Supply Chain Unit |  |

# SECTION 2: INSTRUCTIONS TO BIDDERS

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| GENERAL | |
| Scope | Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.  Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM. |
| Interpretation of the ITB | Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB. |
| 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 labor, human rights, environment and ethical conduct may be found at: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct). |
| Eligible bidders | Bidders shall have the legal capacity to enter into a binding contract with IOM.  A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.  All bidders found to have a conflict of interest shall be disqualified. Bidders 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, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.  Bidders shall not be eligible to submit a bid if at the time of bid submission:   * is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System; * is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list) * is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984); * Other sanctions lists, if applicable, as per the discretion of the IOM. |
| Eligible goods, works and services | All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet**,** and all expenditures made under the contract will be limited to such goods, works and services.  For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.  The origin of goods, works and services is distinct from the nationality of the bidder. |
| Proprietary information | The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may form part of the bid will become the property of IOM, who will not be required to return them to your firm. |
| Publicity | During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB. |
| SOLICITATION DOCUMENTS | |
| Clarification of solicitation documents | Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.  IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.  IOM shall endeavor 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 bids, unless IOM deems that such an extension is justified and necessary. |
| Amendment of solicitation documents | At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.  If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids. |
| PREPARATION OF BIDS | |
| Cost of preparation of bid | The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet. |
| Documents comprising the bid | The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:  a) Documents establishing the eligibility and qualifications of the bidder;  b) Technical bid  c) Price Schedule  d) Bid Security (if required) |
| Documents establishing eligibility and qualifications of the bidder | The bidder 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 bidder, its qualifications must be documented to IOM’s satisfaction. |
| Technical bid | The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB. |
| Price Schedule | The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.  The prices and discounts quoted by the bidder shall conform to the requirements specified below.   * All items and lots (if applicable) must be listed and priced separately. * The price to be quoted shall be the total price of the bid, excluding any discounts offered. * The bidder shall quote any unconditional discounts and indicate the method for their application. * The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. * Prices quoted by the bidder shall be fixed during the bidder’s performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. * If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction. |
| Bid currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:   * IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and * In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above. |
| 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 |
| Bid validity period | Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.  During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.  In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.  If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.  The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated. |
| Bid Security | A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.  The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.  If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.  In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.  Unsuccessful bidders’ bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).  The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:   * If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; * In the event the successful bidder fails:   + 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 bidder. |
| Joint Venture, Consortium or Association | If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:   * 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 notarized Agreement among the legal entities, which will be submitted along with the bid; 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.   After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.  If a JV, Consortium or Association’s bid is the bid 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.  The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.  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 ITB, both in the bid 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.  A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:   * 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.   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.  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. |
| Only one bid | The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.  Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:   * 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 ITB; 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 on the bid of another bidder regarding this ITB process; * they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid. |
| Alternative bids | Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB 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 bid.  If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected. |
| Pre-bid conference | When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.  If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.  IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).  The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.  Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB. |
| Site inspection | When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.  If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.  Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.  Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:   * 1. loss of or damage to any real or personal property;   2. personal injury, disease or illness to, or death of, any person;   3. financial loss or expense, arising out of the carrying out of that site inspection; and   4. transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.   IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).  A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders 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. |
| Errors or omissions | Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.  Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Bidders responsibility to inform themselves | Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:   * examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; * review the ITB 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 ITB or made orally during any clarification meeting or site Inspection or any discussion with IOM, its employees or agents; * attend any Pre-bid conference or site inspection if it is mandatory under this ITB; * 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 goods, works and/or services; and * form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.   Bidders 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 ITB or any other information provided to the bidders. |
| No material change(s) in circumstances | The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:   * 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 bidder or its major sub-contractors; * a change to any information on which IOM may rely on assessing bids. |
| SUBMISSION AND OPENING OF BIDS | |
| Instruction for bid submission | The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.  The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.  Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract. |
| Deadline for bid submission | Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <http://www.timeanddate.com/worldclock/>. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.  IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| Withdrawal, substitution and modification of bids | A bidder may withdraw, substitute, or modify its bid 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 bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.  However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.  Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost. |
| Storage of bids | Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid. |
| Bid opening | Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel.  Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.  The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions. |
| Late bids | Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.  In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure. |
| EVALUATION OF BIDS | |
| Confidentiality | Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.  Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures. |
| Evaluation of bids | IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.  IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.  Evaluation of bids shall be undertaken in the following steps:   * 1. Preliminary examination   2. Evaluation of eligibility and qualification   3. Evaluation of technical bids   4. Evaluation of prices of bids found to be substantially compliant   After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification). |
| Preliminary examination | IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage. |
| Evaluation of eligibility and qualification | The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders). |
| Evaluation of technical bids | Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further. |
| Evaluation of prices | The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM. |
| Post-qualification | IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   * 1. Verification of accuracy, correctness and authenticity of the information provided by the bidder;   2. Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;   3. Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder;   4. Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;   5. Physical inspection of the bidder’s offices, branches or other places where business transpires, with or without notice to the bidder;   6. Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of bids | IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders’ responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).  IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account. |
| Responsiveness of bid | IOM’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:   1. affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or 2. limits in any substantial way, inconsistent with the bidding documents, IOM’s rights or the bidder’s obligations under the contract; or 3. if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.   If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission. |
| Nonconformities, reparable errors and omission | Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid 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 bidders.  Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.  For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:   1. 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; 2. 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 3. 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.   If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited. |
| Right to accept any bid and to reject any or all bids | IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM’s action. IOM shall not be obliged to award the contract to the lowest priced offer. |
| Samples | Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.  If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful. |
| AWARD OF CONTRACT | |
| Award criteria | In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid. |
| Right to vary requirement at time of award | At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, 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 bid and the bidding document. |
| Notification of award | Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, 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. |
| Debriefing | In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder’s submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder’s submission shall not be discussed. |
| Performance security | The successful bidder, if so specified in Section 3: Data Sheetshall furnish 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 controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).  Failure of the successful bidder 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 bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily. |
| Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor’s delays or breach of its obligations as per the Contract. |
| Proposal protest | 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 [mscu@iom.int](mailto:mscu@iom.int). |

# SECTION 3: DATA SHEET

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

|  |  |  |
| --- | --- | --- |
| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number for this Invitation to Bid (ITB) is SOM-LTA-2024-008.  The ITB for Passenger and Goods Transportation Services in Somalia on Two (2) Years Long Term Agreement Basis as further described in Section 5 of this ITB.  Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of IOM’s operations. In the event of IOM signing Long Term Agreement(s), the following shall apply:  The successful bidders shall accord the same terms and conditions to any other organization within the International Organization for Migration that wishes to avail themselves of such terms, after written consent from IOM.  The expected duration of the LTA is: Two (2) years with the possibility of extension for up to two (2) additional years subject to the Supplier’s satisfactory performance and competitiveness of prices.  The estimated volume to be purchased for Lot 1 is USD 450,000.00, Lot 2 is USD 450,000.00, Lot 3 is USD 1,500,000.00, Lot 4 is USD 250,000.00, Lot 5 is USD 900,000.00 and Lot 6 is USD 350,000.00. LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.  IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.  The award of a contract under the LTA Will not be subject to secondary competition among the LTA holders. |
| 4. | Eligible bidders | Bidders from all countries are eligible to bid. **Bidders shall have local registration documents/certificates available in Somalia or its regions they are intending to bid for.** |
| 5. | Eligible goods, works and services | Goods, works and/or services with origin in all countries are eligible in this bidding process. |
| 8. | Clarification of solicitation documents | Contact details for clarification of solicitation documents:  Focal Person: Procurement Unit  Address: IOM OP Compound within AAIA Compound, Mogadishu, Somalia  E-mail address: iomsomaliasupplychainofficers@iom.int  **ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).** |
| Deadline for submitting requests for clarifications/questions:  Date: 07-Aug-24  Time: 17:00  Time zone: GMT +3 Mogadishu |
| Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:  Direct communication to prospective Bidders by email and posting on the UNGM and IOM Website. |
| 11. | Language | All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English. |
| 15. | Price adjustment | The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. |
| 15. | Partial bids (lots) | Bidders shall be allowed to quote prices for one or more lots identified in Section 5: Schedule of Requirements.  Bidders may offer partial or 100% of the items per lot. Evaluation will be done per lot. |
| 16. | Bid currencies | Prices shall be quoted in USD |
| 17. | Duties and taxes | All prices shall:  Be exclusive of VAT and other applicable indirect taxes. |
| 18. | Bid validity period | 120 days |
| 19. | Bid security | Not required. |
| 22. | Alternative bids | Allowed. |
| 23. | Pre-bid conference | Will not be conducted. |
| 24. | Site inspection | A site inspection will not be held. |
| 28. | Instruction for bid submission | Allowable manner of submitting proposals:  e-tendering  Email  Courier / hand delivery  **SUBMISSION BY EMAIL:**  Bid submission address: [procurement-tenderonly@iom.int](mailto:procurement-tenderonly@iom.int) **PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).**   * 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: **SOM-LTA-2024-008 Transportation LTA in Somalia “Company Name”** * If the bid 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. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire bid be consolidated into as few attachments as possible. * The bidder should receive an email acknowledging email receipt. |
| 29. | Deadline for bid submission | Date: 11-Aug-24  Time: 23:59  Time zone: GMT +3, Mogadishu Time |
| 32. | Bid opening | Public bid opening will not be held |
|  | Expected date for commencement of contract | 01-Dec-24 |
| 47. | Right to vary requirement at time of award | Not Applicable |
|  | Contract award to one or more bidder | IOM will award a contract to:  One or more Bidders, depending on the following factors:   1. Technical Capacity 2. Prices |
| 50. | Type of contract to be awarded | C4 – Transportation of Goods Agreement  C9 – Transportation of Persons Agreement  See Section 6: for sample contract.  Depending on the award, Bidders will be given either C4 or C9 type of the contract. Prior to contract signature, IOM might combine both agreements and share special template with the bidders but terms of the contracts to remain same. |
| 50. | Conditions of contract to apply | C4 – Transportation of Goods Agreement  C9 – Transportation of Persons Agreement  See Section 6 |
| 52. | Performance security | Not Required. |
| 53. | Advance payment | Not Allowed  If allowed, Bank Guarantee Required |
| 54. | Liquidated Damages | Will not be imposed |

# SECTION 4: EVALUATION CRITERIA

**Preliminary Examination Criteria**

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

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Completeness of the bid | All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete |
| Bidder accepts IOM General Conditions of Contract as specified in Section 6. | Form C: Bid Submission |
| Bid Validity | Form C |

**Eligibility and Qualification Criteria**

All criteria will be evaluated on a Pass/Fail basis.

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

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Documents to establish compliance** |
| Bidder is a legally registered entity | Form D: Bidder Information |
| Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organization in accordance with Section 2 Article 4. | Form C: Bid Submission |
| No conflicts of interest in accordance with Section 2 Article 4. | Form C: Bid Submission |
| The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future | Form C: Bid Submission |
| Certificates and Licenses:   * Valid Registration Certificates * Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country. | Form D: Bidder Information |

|  |  |
| --- | --- |
| **Qualification Criteria** | **Documents to establish compliance** |
| History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years. | Form F: Eligibility and Qualification Form |
| Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years. | Form F: Eligibility and Qualification Form |

**Technical Evaluation Criteria**

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements. | Form G: Technical Bid |
| The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s). | Form G: Technical Bid |

**Evaluation of Prices**

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Price comparison (all-inclusive costs – staff, rent, transportation, taxes etc.) | Form H: Price Schedule |

# SECTION 5: SCHEDULE OF REQUIREMENTS

# Terms of Reference for Provision of Goods Transportation and Passenger Transportation Services in Somalia

# Background

The International Organization for Migration (IOM) is a UN Agency that provides emergency relief and development assistance to people affected by conflict, displacement, and natural disasters in Somalia. The organization operates in various regions of the country, delivering food, water, sanitation, health, and protection services to the most vulnerable communities.

The organization requires reliable and efficient transportation services to support its operations and ensure timely and safe delivery of humanitarian goods and staff. The organization is seeking a qualified and experienced contractor who can provide goods transportation and passenger transportation services in Somalia, in accordance with the organization's policies and procedures, and the relevant laws and regulations of Somalia.

# Scope of Work

The contractor will be responsible for providing the following services:

* Goods transportation: The contractor will transport humanitarian goods, such as food, water, medical supplies, and non-food items, from the organization's warehouses or other designated locations to the organization's field offices or distribution points in Somalia. The contractor will ensure that the goods are properly loaded, secured, and covered, and that they are delivered in good condition and on time. The contractor will also provide documentation and receipts for the goods transported, and report any damages, losses, or delays to the organization.
* Passenger transportation: The contractor will transport the organization's staff and authorized visitors from the organization's offices or other designated locations to the organization's field sites or other destinations in Somalia. The contractor will ensure that the passengers are comfortable, safe, and well-informed, and that they are transported in accordance with the organization's travel authorization and security protocols. The contractor will also provide documentation and records for the passengers transported, and report any incidents or issues to the organization.

# Objectives

The objectives of the transportation services are to:

* Support the organization's humanitarian operations and activities in Somalia.
* Ensure the timely and safe delivery of humanitarian goods and staff.
* Enhance the organization's efficiency and effectiveness.
* Comply with the organization's policies and procedures, and the relevant laws and regulations of Somalia.

# Deliverables

The contractor will be expected to deliver the following:

* A monthly work plan and schedule for the transportation services, indicating the routes, destinations, dates, and times of the goods and passenger transportation.
* A monthly report on the transportation services, indicating the number, type, and volume of goods transported, the number and names of passengers transported, the distance and duration of the trips, the fuel consumption and costs, and any challenges, incidents, or feedback encountered.
* A monthly invoice for the transportation services, based on the agreed rates and terms of payment.
* Any other deliverables as requested by the organization.

# Responsibilities

The contractor will be responsible for:

* Providing adequate and appropriate vehicles, drivers, and equipment for the transportation services, in accordance with the organization's specifications and standards.
* Maintaining the vehicles, drivers, and equipment in good condition and working order, and ensuring that they have valid licenses, permits, and insurance.
* Ensuring that the vehicles, drivers, and equipment comply with the relevant laws and regulations of Somalia, and that they respect the customs and culture of the local communities.
* Ensuring that the goods and passengers are transported safely, securely, and respectfully, and that they are protected from theft, damage, or harm.
* Ensuring that the goods and passengers are transported in accordance with the organization's policies and procedures, and that they follow the organization's instructions and directions.
* Ensuring that the goods and passengers are transported in a timely and efficient manner, and that they adhere to the agreed work plan and schedule.
* Ensuring that the goods and passengers are documented and accounted for, and that they provide the organization with the required documentation and receipts.
* Ensuring that the goods and passengers are communicated and coordinated with the organization, and that they report any problems, issues, or feedback to the organization.
* Ensuring that the goods and passengers are handled with care and professionalism, and that they maintain a positive and constructive relationship with the organization and its partners.

The IOM will be responsible for:

* Providing the contractor with the necessary information, guidance, and support for the transportation services, such as the locations, contacts, and specifications of the goods and passengers.
* Providing the contractor with the necessary authorization, clearance, and security for the transportation services, such as the travel permits, access letters, and security updates, when applicable.
* Providing the contractor with the necessary feedback, monitoring, and evaluation for the transportation services, such as the quality, satisfaction, and impact of the goods and passengers.
* Providing the contractor with the agreed payment for the transportation services, based on the agreed rates and terms of payment.

# Requirements

The contractor will be required to have the following qualifications and experience:

* A valid and registered business license and tax identification number in Somalia.
* A valid and registered business license and tax identification number per region, as applicable to operate in the region.
* A minimum of three years of experience in providing goods transportation and passenger transportation services in Somalia, preferably for humanitarian or development organizations.
* A proven track record of delivering high-quality, reliable, and efficient transportation services, with positive references and testimonials from previous clients.
* A fleet of suitable and sufficient vehicles, drivers, and equipment for the transportation services, such as trucks, vans, cars and first aid kits.
* A team of qualified and experienced drivers, who have valid driving licenses, clean driving records, and good knowledge of the roads and routes in Somalia.
* A comprehensive and adequate insurance coverage for the vehicles, drivers, goods, and passengers, as well as a contingency and emergency plan for the transportation services.
* A commitment and adherence to the organization's policies and procedures, such as the code of conduct, gender equality, and environmental sustainability.
* A commitment and adherence to the relevant laws and regulations of Somalia, such as the traffic, customs, and security rules.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

Sample Contract C.9

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |

**LONG TERM TRANSPORTATION OF PERSONS AGREEMENT**

**between the**

**International Organization for Migration**

**and**

**[Name of the Other Party]**

This Agreement for the Transportation of Persons is entered into by the **International Organization for Migration,** a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], [Address of the Mission], represented by [Name, Title of Director, CoM, HoO], (hereinafter referred to as “**IOM**”), and [**Name of the Other Party**], [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Service Provider**”).

**Introduction**

1.1 The Service Provider agrees to provide IOM with transportation services in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

(a) **Annex A:** IOM Data Protection Principles

1. **Annex B**: Vehicle Request Form
2. **Annex C**: Price Schedule
   * 1. **Annex D**: Advance Payment Bank Guarantee Template
     2. **Annex E**: Performance Security Template
3. **Annex F:** IOM Terms and Conditions for European Union Funded Service Type Agreements

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

**Services Supplied**

2.1 The Service Provider agrees to provide to the IOM transportation of persons according to the following specifications:

(a) Upon receipt of a Vehicle Request Form (template attached as Annex B), the Service Provider will provide ground transportation with vehicles detailed in Article 3.2which are officially authorized to transport passengers by the appropriate national transportation agency regulation in excellent mechanical condition. The date and number of vehicles required will be communicated by IOM focal person in [please write the office of location of the IOM focal point and phone number].

(b) Water and/or meals shall be provided if requested though the Vehicle Request Form in advance by IOM in sufficient quantity and quality for all persons. Any additional fees for the provision of such Service need to be agreed in advance between the Parties and captured in the Vehicle Request Form.

1. The Service Provider shall ensure the following rules and regulations are fully respected:
2. Before starting any operation, the driver is fully responsible to verify the vehicle’s faultless mechanical condition as well as ensuring the cleanliness of the vehicle.
3. The driver in consultation with IOM focal person (or specifically assigned IOM escort) is responsible for the load of the vehicle. IOM focal person or escort has the authority to give instruction on the number of passengers and their seating as well as on the transportation of goods, tonnage limits and distribution of weight in the vehicle to assure the best balance.
4. The drivers must possess a valid driving license for the relevant vehicle type, a copy of the appropriate license for each driver must be submitted to IOM for its records.
5. Drivers must handle the vehicle with care and pay attention to the road condition and other road users including pedestrians.
6. The driver must respect all local traffic regulations at all times. Speeding and overtaking are not allowed.
7. Transporting passengers, luggage or cargo which are not authorized by IOM is strictly forbidden.
8. In case of emergency, including, but not limited to people in need of urgent medical assistance or violent acts or the threat thereof, relevant IOM focal person or escort shall be informed immediately and a detailed written report must be submitted by the driver to IOM within 24 (twenty-four) hours of the occurrence of any such situation.
9. Drivers shall respect the culture, custom and habits of all passengers and IOM personnel. They should make every effort to avoid any behaviour that may be considered as not acceptable in a particular cultural context.
10. The Service Provider shall ensure that the vehicles provided to IOM are accessible for persons with disabilities, if and as specified by IOM in the Vehicle Request Form or any other Annex.
11. It is the responsibility of the driver to ensure all the vehicles are parked in a secure area during any designated stop, which shall only be made in areas assessed to be safe and all the curfews must be respected. Driving after dark is not permitted, except if expressly permitted by IOM.
12. The Service Provider is responsible for obtaining and verifying all required documentation, including all relevant licenses and transport permissions and other relevant documents, as applicable in the context.
13. In case of accident (i.e., any incident that happens unexpectedly resulting in damage to vehicle, passenger’s property, or injury or death of passengers or personnel) the following procedures shall be followed:
14. Ensure first aid is provided and all injured are transferred to the nearest medical facility as quickly as possible.
15. A report should be made to the local authority (if required, the driver must wait at the scene of the accident or report to the nearest police station).
16. The IOM focal person and escort must be notified immediately.
17. A written statement of the accident must be submitted to IOM within 24 (twenty-four) hours of the accident

2.2 The Service Provider shall make the following vehicles available to IOM:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Type and passenger capacity** | **Year** | **Plate number** | **Engine ID / Chassis ID** |
| 1 | Volvo 9400, 50 pax | 2012 | ABCD1234 | XYZ123456 |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |

2.3 The Service Provider shall provide transportation services from **[date]** to **[date]**.

*[Optional for Long-Term Agreements (please delete if not applicable)]*

Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

*[Optional for Piggybacking for other UN agencies (please delete if not applicable)]*

2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

**Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement, which is the total charge to the IOM, shall be in accordance with the following table

|  |  |  |
| --- | --- | --- |
| **No.** | **Type** | **Price per hour / day / week / month / passenger / completed route** |
| 1 | Volvo 9400, plate no. ABCD1234 | USD 250.00 (Two Hundred Fifty US Dollars only) |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |

3.2 If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.), the corresponding amounts will be deducted from the total owed proportionally.

3.3 The rental fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles’ maintenance, repair, any taxes, tolls and levies and fuel and any other costs related to the transportation services.

3.4 The Service Provider shall invoice IOM upon completion of each movement/at the end of every week/month [delete/adapt as required]. The invoice shall include: *[services provided, routes completed, daily/weekly/monthly rate / rate per pax, number of hours billed, (add/delete as necessary)].*

3.5 The Fee shall become due [insert number of days in numbers]([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

|  |  |
| --- | --- |
| 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.

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

3.7 In the event of a delay to the specified delivery schedule IOM shall charge a penalty of 0.1% (one tenth of one percent) of the Service fee for every day of breach of the delivery schedule.

3.8 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 Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

**Advance Payment Bank Guarantee and Performance Security**

4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider 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 E, 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 discharged by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

4.2 Performance Security (IF APPLICABLE)

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

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’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 Service Provider’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 Service Provider’s obligations] following which it will be released by IOM.

**Warranties**

The Service Provider warrants that:

It is the legal owner of the vehicles, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle’s registration papers. Each vehicle must carry the original registration papers at all times during the period of this Agreement;

Each vehicle is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;

Each vehicle is officially authorized to transport persons and all appropriate national transportation regulations and standards are met;

Each vehicle is in good working condition (road worthy) such as to ensure the safety of goods and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM’s focal person or escort;

The vehicles provided by the Service Provider are to include the driver, (or in case of long-haul journey, two drivers), an adequate supply of fuel, lubricants, spare parts, and, in particular, a sufficient number of spare tires. If refueling is not possible because of fuel shortage IOM will consider vehicles as non-operational and deductions will be made accordingly;

All vehicles shall bear IOM markings. Upon completion of each movement the markings should be removed immediately;

All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;

The drivers assigned to vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM. No unauthorized driver shall be allowed to drive any vehicle at any time;

The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately and without contest. Consumption of alcohol and/or other drugs or driving under the influence thereof is strictly forbidden and constitutes grounds for immediate dismissal of the driver;

The Service Provider is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand kilometers) or 3 (three) months whichever comes first. During such maintenance or repair, the Service Provider shall provide IOM with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. In case the Service Provider fails to provide such vehicle within 24 (twenty-four) hours of required replacement, IOM reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any rental fee during the suspended period;

No arms, prohibited or dangerous items or contraband shall be carried/transported on-board the IOM contracted vehicles;

The subject vehicles are officially authorized to transport humanitarian aid;

The Service Provider further warrants that:

1. It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff, or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. 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 Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
8. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
9. The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
10. It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
11. 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 Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
12. 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 anti-terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.

The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

The Service Provider further warrants that it shall:

1. 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”),[[1]](#footnote-2) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[2]](#footnote-3) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
2. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
3. 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;
4. Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner 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;
5. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
6. Adhere to the provisions of this Article for the duration of this Agreement.

The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.13, 5.14, or 5.15 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider'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 Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

**Assignment and Subcontracting**

6.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

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

**Delays, Defaults and Force Majeure**

If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing 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 Article 20 (Termination) shall apply.

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.

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.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

**Independent Contractor**

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

**Audit**

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

**Confidentiality**

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

Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM’s 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.

**Notices**

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

**International Organization for Migration (IOM)**

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

[IOM’s address]

Email: [IOM’s email address]

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

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

[Service Provider‘s address]

Email: [Service Provider‘s email address]

**Dispute Resolution**

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.

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.

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.

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.

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.

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

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

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

**Insurance and Indemnities**

14.1 The Service Provider will be liable for all loss or damage, injury or death to the persons and their belongings other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon the arrival of persons to the final location indicated by IOM, any damage or loss shall be assessed and recorded by IOM. All missing or damaged belongings of the persons transported will be debited against any sums due. No fees will be paid in relation to lost/damaged belongings of the persons. If the value of lost / damaged belongings or liability for injury or death is greater than the sums due, the balance will be deducted by IOM from the sum due in relation to any other agreement with the Service Provider or will be recoverable as damages.

14.2 The Comprehensive Motor Vehicle Insurance of each vehicle which is included in the rental fee shall cover all accidents and any damage caused to the vehicle, its driver and passengers and to a third party as well as to property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life or property) resulting from any accident in which one of the vehicle’s may be involved. The Service Provider will furnish a certified copy of the certificate of insurance in force to IOM upon signature of this Agreement.

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

**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.

**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.

**Termination**

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

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

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

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

**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.

**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.

**Final Clauses**

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

20.2 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*  [Name of Service Provider] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

**Annex A**

**IOM Data Protection Principles**

**1: LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

**2: SPECIFIED AND LEGITIMATE PURPOSE**

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s),unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

**3: DATA QUALITY**

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

**4: CONSENT**

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

**5: TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

**6: CONFIDENTIALITY**

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

**7: ACCESS AND TRANSPARENCY**

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collectedand processed.Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

**8: DATA SECURITY**

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

**9: RETENTION OF PERSONAL DATA**

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

**10: APPLICATION OF THE PRINCIPLES**

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending *inter alia* on the sensitivity of the personal data. These principles shall not apply to non-personal data.

**11: OWNERSHIP OF PERSONAL DATA**

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

**12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

**13: EXCEPTIONS**

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

**GLOSSARY**

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** meansthe systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

***Inter alia*** (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.

**Annex B**

**Vehicle Request From**

**VEHICLE REQUEST FORM**

Reference is made to the Agreement signed by IOM and [name of the Service Provider] on [date of signing of the Agreement].

In accordance with Article 2.1 (a), IOM has the right to request vehicles which shall be provided with a driver.

IOM hereby requests the following vehicle(s) at the date(s), time(s) and address(es) outlined below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NO.** | **VEHICLE and LICENSE PLATE** | **DATE AND TIME OF DEPARTURE** | **DEPARTURE AT** | **ARRIVAL AT** |
| 1 | Volvo 9400, ABCD1234 | 1 February 2015, 9am | Airport Exampletown, Airportstreet 1, Exampletown | IOM Office at Samplestreet 1, Exampletown |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |

Additional Requirements (please specify if vehicles need to be adapted for disabled passengers):

All conditions as outlined by the above-mentioned Agreement apply.

|  |
| --- |
| *For and on behalf of*  The International Organization for Migration |
|  |
| Signature |
|  |
| Name: |
| Position: |
| Date: |
| Place: |

Sample Contract C.4

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |

**TRANSPORTATION OF GOODS AGREEMENT**

**between**

**the International Organization for Migration**

**and**

**[Name of the Service Provider]**

**on**

**[Type of Services]**

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

1. **Introduction and Integral Documents**
   1. The Service Provider agrees to provide IOM with transportation services (the “**Services**”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

|  |  |
| --- | --- |
| 1. **Annex A** | Terms of Reference and Delivery Schedule |
| 1. **Annex B** | Price Schedule |
| 1. **Annex C** | Advance Payment Bank Guarantee Template |
| 1. **Annex D** | Performance Security Template |
| 1. **Annex E** | IOM Terms and Conditions for European Union Funded Service Type Agreements |
| 1. **Annex F** | [add or delete as necessary] |

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

1. **Services Supplied**

2.1 The Service Provider agrees to provide to IOM transportation of goods (the “**Goods**”) according to the following specifications:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of Goods** | **Quantity** | **Total Approx. Weight (Metric Tons)** | **Pick up Location** | **Pick up Date** | **Delivery Location** | **Delivery Date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

* 1. The Service Provider will provide complete the Services required under this Agreement in strict accordance with the specifications of Article 2.1 including pick-up and delivery, loading and unloading. The Service Provider will provide all labour and equipment required to complete the Services including but not limited to drivers, unskilled labour, trucks, boats, any other modes of transportation, tolls or levies, and fuel.
  2. The Service Provider shall provide the Services from **[insert date]** to **[insert date]**.

*[Optional for Long-Term Agreements (please delete if not applicable)]*

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

*[Optional for Piggybacking for other UN agencies (please delete if not applicable)]*

2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

1. **Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement (the “**Fee**”) shall be [amount in numbers] ([amount in words and currency in words]) [specify per week, per month, or per cargo delivery, metric ton, km, etc.], which is the total charge to the IOM. If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.) the corresponding amounts reflecting daily credits due to IOM will be deducted from the total payable.

3.2 The Fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles’ maintenance, repair, any taxes and fuel and any other costs related to the transportation services.

3.3 The Service Provider shall invoice IOM upon completion of all the Services/at the end of every week/month/completed transportation [delete/adapt as required]. The invoice shall include: [services provided, hourly rate, number of hours billed, *(add/delete as necessary)*].

3.4 The Fee shall become due [insert number of days in numbers]([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

|  |  |
| --- | --- |
| 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.

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

3.6 In the event of a delay to the specified delivery schedule, IOM shall charge a penalty of 0.1% (one tenth of one percent) of the Fee for every day of breach of the delivery schedule.

3.7 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 Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

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

* 4.1 Advance Payment Bank Guarantee (IF APPLICABLE)
* The Service Provider 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 E, 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.
* 4.2 Performance Security (IF APPLICABLE)
* 4.2.1 The Service Provider shall furnish IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).
* 4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’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 Service Provider’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 Service Provider’s obligations] following which it will be released by IOM.

1. **Warranties**

The Service Provider warrants that:

5.1 It is the legal owner of the vehicles, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle’s registration papers. Each vehicle must carry the original registration papers at all times during the period of this Agreement;

5.2 Each vehicle is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;

5.3 Each vehicle is officially authorized to transport goods and all appropriate national transportation regulations and standards are met;

5.4 Each vehicle is in roadworthy and in good working condition such as to ensure the safety of the Goods, and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM’s Transport Supervisor;

5.5 The vehicles provided by the Service Provider are to include the driver, (or in case of long-haul journey, two drivers), an adequate supply of fuel, lubricants, spare parts, and, in particular, a sufficient number of spare tires. [add/delete as required] If re-fuelling is not possible because of fuel shortage, IOM will consider the vehicles as non-operational and deductions will be made accordingly. All vehicles shall bear IOM markings;

5.6 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;

5.7 The drivers assigned to vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM;

5.8 The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately and without contest;

5.9 The Service Provider is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand kilometers) or 3 (three) months whichever comes first. During such maintenance or repair, the Service Provider shall provide IOM with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. In case the Service Provider fails to provide such vehicle within 24 (twenty-four) hours of required replacement, IOM reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any rental fee during the suspension period;

5.10 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted vehicles;

5.11 The subject vehicles are officially authorized to transport humanitarian aid;

5.12 The Service Provider further warrants that:

1. It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff, or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. 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 Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
8. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
9. The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
10. It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
11. 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 Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
12. 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 anti-terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.

5.13 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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;
6. 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;
7. 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 Service Provider further warrants that it shall:
8. 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”),[[3]](#footnote-4) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[4]](#footnote-5) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
9. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
10. 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;
11. Provide to IOM, on written request, all relevant information to determine whether the Service Provider 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;
12. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
13. Adhere to the provisions of this Article for the duration of this Agreement.

5.15 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.12, 5.13 or 5.14 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5.16 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider'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 Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

1. **Assignment and Subcontracting**

6.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

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

1. **Delays, Defaults and Force Majeure**

7.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

* 1. 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.
  2. 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.
  3. IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

1. **Independent Contractor**

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

1. **Audit**

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

1. **Confidentiality**

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

10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM’s 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.

1. **Notices**

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

|  |  |
| --- | --- |
| **International Organization for Migration (IOM)** | |
| Attn: | [Name and title/position of IOM contact person] |
| Address: | [IOM’s address] |
| Email: | [IOM’s email address] |

|  |  |
| --- | --- |
| **[Full name of the Service Provider]** | |
| Attn: | [Name and title/position of Service Provider’s contact person] |
| Address: | [Service Provider’s address] |
| Email: | [Service Provider’s email address] |

1. **Dispute Resolution**

12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2 In the event that the dispute, controversy or claim 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.

12.3 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.

12.4 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.

12.5 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.

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

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

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

1. **Insurance and Indemnity**

14.1 The Service Provider will be liable for all loss or damage to the Goods other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon delivery, the Goods will be counted and assessed, and any damage or loss recorded by IOM. All missing or damaged Goods will be debited against any sums due. No fees will be paid in relation to lost/damaged Goods. If the loss/damaged Goods are greater than the sums due, the balance will be deducted by IOM from the sum due in relation to any other agreement with the Service Provider or will be recoverable as damages.

14.2 The Comprehensive Motor Vehicle Insurance of each vehicle which is included in the rental fee shall cover all accidents and any damage caused to the vehicle, its driver and passengers and to a third party as well as property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life, health or property) resulting from any accident in which one of the vehicles may be involved.

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

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. **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**

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

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed 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 Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.3 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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Fee or costs incurred during the period of suspension of this Agreement.

1. **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**

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

20.2 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*  [Name of Service Provider] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

# SECTION 7: BIDDING FORMS

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form C: Bidder Information**

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

**Form F: Eligibility and Qualification**

**Form G: Technical Bid**

**Form H: Price Schedule**

## FORM A: BID CONFIRMATION

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

|  |  |  |  |
| --- | --- | --- | --- |
| To: | Insert name of contact person | | Email: Insert contact person’s email - do not enter secure bid email address |
| From: | Insert name of bidder | |  |
| Subject | ITB reference SOM-LTA-2024-008 | | |
| **Check the appropriate box** | | **Description** | | |
| **☐** | | **YES**, we intend to submit a bid. | | |
| **☐** | | **NO**. We are unable to submit a competitive offer for the requested goods/works/services at the moment | | |

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

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
| **☐** | The requested goods/services are not within our range of supply |
| **☐** | We are unable to submit a competitive offer for the requested products at the moment |
| **☐** | The requested products are not available at the moment |
| **☐** | We cannot meet the requested specifications |
| **☐** | We cannot offer the requested type of packing |
| **☐** | We can only offer FCA prices |
| **☐** | The information provided for bidding purposes is insufficient |
| **☐** | Your ITB is too complicated |
| **☐** | Insufficient time is allowed to prepare a bid |
| **☐** | We cannot meet the delivery requirements |
| **☐** | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below. |
| **☐** | Sustainability criteria/requirements are too stringent (if applicable) |
| **☐** | We do not export |
| **☐** | We do not sell to the UN |
| **☐** | Your volume is too small and does not meet our order quantity |
| **☐** | Our production capacity is currently full |
| **☐** | We are closed during the holiday season |
| **☐** | We had to give priority to other clients’ requests |
| **☐** | We do not sell directly but through distributors |
| **☐** | We have no after-sales service available |
| **☐** | The person handling the bids is away from the office |
| **☐** | Other (please provide reasons below): |
| Further information: Click or tap here to enter text. | |
| **☐** | We would like to receive future ITBs for this type of goods |
| **☐** | We do not want to receive ITBs for this type of goods |

Questions to the bidder concerning the reasons for NO BID should be addressed to IOM phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

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

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

**Technical bid:**

|  |  |
| --- | --- |
| **Have you duly completed all the returnable bidding forms?** |  |
| * Form C: Bid Submission | ☐ |
| * Form D: Bidder Information | ☐ |
| * Form E: Joint Venture/Consortium/Association Information | ☐ |
| * Form F: Eligibility and Qualification | ☐ |
| * Form G: Technical Bid/Bill of Quantities | ☐ |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** | ☐ |
| **Have you provided the required documents in support of Form D: Bidder Information?** | ☐ |

**Price Schedule:**

|  |  |
| --- | --- |
| * Form H: Price Schedule | ☐ |

## FORM C: BID SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-LTA-2024-008 | | |

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. SOM-LTA-2024-008. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The discounts offered and the methodology of their application are:

* **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
* **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

**BIDDER’S DECLARATION OF CONFORMITY[[5]](#footnote-6)**

| **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 organization; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labor 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.

## FORM D: BIDDER INFORMATION

|  |
| --- |
|  |
| **VENDOR INFORMATION SHEET** |
| **Vendor No.**  Internal to IOM  **Registered Vendor Name\*:**  **Other Names/Acronyms Address\***  House No Street Name  ZIP/Postal Code\* City\*  Region\* Country\*  **Contact Information**  Company Tel/Mobile: Contact Person:    Company Email: Contact Person Position:    Company Website:  **Industry Category\*:** 0100 - Commercial Vendors 0500 - International Organizations - Non-UN 0200 - National CSOs 0600 - UN entities  0300 - National Government Entities 0005 - Individual Consultant/Non-Staff 0400 - International CSOs  **Notes**  **Business Type\*:** Direct Producer/Manufacturing **All fields marked with \* are mandatory.** The form may be returned if mandatory fields are  Reseller/Distributor/Service Provider missing/incorrect or in the wrong format (esp, Zipcode).  **Vendor Name -** should match IDs or registration  **Provide Services/Goods Internationally\*** Yes No documents.  **Disability-inclusive\*** Yes Not applicable If there is insufficient space, please use **the Other Information section**  **Women-owned/controlled\*** At least 51% women-owned/controlled Less than 51% women-owned/controlled Not applicable  **Product Categories (check all applicable)\***  Agriculture, Livestock and Fisheries Fuels and Derivatives Legal and Investigation Power Supply and Electric Chemicals Furniture Logistics and Warehousing Quality Control and Environment  Clothing and Luggage Hospitality, Events Media and Printing Security  Construction Insurances Medical, Drugs and Pharma Social and Humanitarian Services Consultancy and Contracted Services IT and Communications NFIs – Household and Camps Tickets  Finance and Administration Land and Buildings Office Equipment and Supply Tools and Machinery Food and Beverage Learning, Training and Recreation Personal Care Vehicles and Accessories  **UNGM No.** https://[www.ungm.org/UNUser/Home](http://www.ungm.org/UNUser/Home)  **UN Partner Portal Reference** https://[www.unpartnerportal.org](http://www.unpartnerportal.org/)  **Registration Date** *Main Country of Operations (dd-mmm-yyyy)*  **Licensing Auth./Type License No.: Reg. Date: Expiry Date:**    *For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy*  **Partner Entities** (indicate if there are other relevant business partner accounts already registered in IOM. *Format: Account Number-Name* ) Same entity registered in another office  Parent company  Subsidiaries/Branches  **Other Information:** |
|  |

|  |
| --- |
|  |
| **VENDOR INFORMATION SHEET** |
| **Section II: Payment and Banking Information** |
| **Payment Details**  Payment Method\* Bank Transfer Check\*\* Cash\*\* Others\*\* Justification for Non-Bank Payment Method\*\*  **Notes**  Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments. Non-bank payment methods require justification.  **Bank Details (mandatory if Payment Method is via Bank Transfer):**  Bank Name Bldg and Street City  Postal Code Country  Bank Account Name Bank Keys  Account Currency Bank Account No.  \*Depending on the country  Swift Code/BIC (accounts outside U.S.A.) IBAN Number (mandatory for banks in Europe) Clearing No. (CHF accounts in Switzerland) ABA No. for ACH (USD accounts in U.S.A.) Bank Branch Code  **Notes**  If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.  ***If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM*** |
| I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.    Printed Name Signature    Position/Title Date |
|  |

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-LTA-2024-008 | | |

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

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **The proposed proportion of responsibilities (in %) and type of goods, works and/or 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, and Association during the ITB 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## 

## FORM F: ELIGIBILITY AND QUALIFICATION FORM

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-LTA-2024-008 | | |

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

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| ☐No non-performing contracts during the last 3 years | | | |
| ☐ 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)

|  |  |  |  |
| --- | --- | --- | --- |
| ☐ No litigation history for the last 3 years | | | |
| ☐ Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (state currency) | **Contract Identification** | **Total Contract Amount** (state currency) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

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

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

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

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

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

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year | Currency | Amount |
| Year | Currency | Amount |
| 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 |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| 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:

* 1. Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM G: TECHNICAL BID

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-LTA-2024-008 | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Goods, works and/or services to be Supplied and**  **Technical Specifications\*** | **Bidder’s response** | |  |
| **Compliance with technical specifications** | | **Comments** |
| **Yes, we comply.** | **No, we cannot comply.**  *(indicate discrepancies)* |  |
| Transportation Services in Lot 1 - Jubaland |  |  |  |
| Transportation Services in Lot 2 - Jubaland - Gedo |  |  |  |
| Transportation Services in Lot 3 - South West State (Bay and Baykool regions) |  |  |  |
| Transportation Services in Lot 4 - Hirshabelle and Banadir Regions |  |  |  |
| Transportation Services in Lot 5 - Puntland |  |  |  |

## FORM H: PRICE SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | SOM-LTA-2024-008 | | |

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated which is provide as a separate attached file.

Bidders shall fill special Form H – Price Schedule format attached to this ITB set (Appendix 1-LTAVehicle Destination List per Region).

**PRICE SCHEDULE FORM H**

**[provided as a separate attached file-Appendix 1-LTA Vehicle Destination List per Region]**

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind (Insert Company Name) should IOM accept this bid:

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

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

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

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

1. 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-2)
2. 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-3)
3. 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-4)
4. 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-5)
5. This form is mandatory to fill in and sign by every vendor who submits quotation. [↑](#footnote-ref-6)