

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

One Year Long-Term Agreement

Vehicle Rental Services in North-East Nigeria (Adamawa, Bauchi, Borno, Gombe, Taraba and Yobe).

Prepared by



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

IOM Maiduguri -Nigeria

7th December 2021



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

Request for Proposals RFP No.: NG30-21-1429

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for *One Year Long-Term Agreement- Vehicle Rental Services in North-East Nigeria (Adamawa, Bauchi, Borno, Gombe, Taraba and Yobe)* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Vehicle Rental services*. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider /Consulting Firm will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Financial Proposal – Standard Forms
- Section III. Terms of Reference
- Section IV. Standard Form of Contract

The Proposals must be delivered by hand to IOM with office address at *No. 5 Gombole Road off Giwa Barracks, Old GRA, Maiduguri* on or *before 18:00 Hrs 31st December 2021*. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers/ Consulting Firms

BEAC Chairperson

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

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Section I - Instructions to Service Providers/ Consulting Firms

1. Introduction

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

2. Corrupt, Fraudulent, and Coercive Practices

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

- contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Clarifications and Amendments to RFP Documents

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

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the email address (IOM Maiduguri Tenders iommaiduguritenders@iom.int) indicated in the invitation at least *[five (5) calendar days]* before the set deadline for the submission and receipt of Proposals . IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without

identifying the source of the inquiry.

5. Preparation of the Proposal

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

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:

The technical proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following:

Brief description of the company and the company's qualifications, the following documents should be attached: company profile, registration certificate (with CAC):

- a. Year founded.
- b. If offices are situated in multiple location, indicate the main office location;
- c. Number of similar and successfully service rendered to other UN and INGOs; (attach proof of contracts or PO)
- d. Number of similar projects currently underway, Total number of organization you are providing vehicle rental service to (attach proof of contracts or PO);
- e. Proof of Vehicle valid Comprehensive Insurance (attach proof, this will be verified)

Include any information that will facilitate our evaluation of your company's substantive reliability, financial and managerial capacity to provide the services.

Understanding of the requirements for goods, services, proposed approach, solutions, methodology and outputs

Any comments or suggestions on the ToR's as well as your detailed description of the manner in which your company would respond to the ToR:

- a. A description of your organization's capacity to provide the goods / services.
- b. A description of your organization's experience in the provision of services.
- c. Compliance to the requirements stated on the ToR.

Technical Evaluation will be based on the scoring criteria as given in the table below regarding the Firm's approach to the project, experience record, personnel capabilities as demonstrated by the firm's responses in this section.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 2 (Price Schedule).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including the cost of salaries and allowances of drivers for each Vehicle, comprehensive motor vehicle insurance, the Vehicles' maintenance, repair, any taxes, fuel and unlimited mileage.
- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. ¹ Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *[Nigerian Naira]*.
- 7.5 The Financial Proposal shall be valid for *[12 months]*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment². IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

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

¹ *This clause shall be included/revised as deemed necessary*

² *For this purpose, the Mission may have the option to require short-listed Consultants a bid security.*

- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL.” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ Consulting Firm.

Bid for One Year Long-Term Agreement Vehicle Rental Services in North-East Nigeria (Adamawa, Bauchi, Borno, Gombe, Taraba and Yobe).

ITB-NG30-21-1429

Bidder’s Company Name

Do not open until the day of bid opening.

And submitted to:

International Organization for Migration (IOM),

Maiduguri Sub-Office.

No. 5 Gambole Road off Giwa Barracks, Old GRA, Maiduguri, Borno State.

Copies of Bids are to be dropped into the tender box and the bid register must be completed by vendor with (Company name, email address, and signed off).

- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

9. Evaluation of Proposals

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

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *twenty-one (21) calendar day*] after the deadline for receipt of proposals.

- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criteria, sub criteria and point system³. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *[minimum technical qualifying score, e.g. 70%]*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

The Following shall be the scoring criteria to evaluate the technical capability of service provider for undertaking vehicle rental services, considering the below:

Criteria		Point
1. Specific experience of the Service Providers relevant to the assignment: [Max 40 points]		
Similar experience in north East Nigeria in terms of the Scope, Cost and subject matter rendered to UN Agencies and INGOs	=> 3 or more similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	40
	2 similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	30
	1 similar assignment with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	10
Understanding of the requirements for vehicle rental services, proposed approach, solutions, methodology and outputs and evidence of documents in response to the Terms of Reference: [Max 40 points]		
Provision of list of vehicles, 2010 and above with their types, insurance and registration documents in the name of the company and express the capacity to facilitate IOM the total number	Vehicle list with evidence of valid vehicle comprehensive insurance of => 10 (Each Vehicle = 03 points x 5 = 15 points)	15

³ The criteria, sub criteria and point system may vary depending on the requirement of the Mission

of vehicles per day per trip per location as per the ToR.		
	Vehicle list with evidence of valid vehicle comprehensive insurance of =5 but <10 (Each Vehicle = 03 points x 3 = 9 points)	9
	Vehicle list with evidence of valid vehicle comprehensive insurance of <5 (Each Vehicle = 03 points x 1 = 3 points)	3
Understanding of the requirements for vehicle rental services, proposed approach, solutions, methodology and outputs	The technical approach and methodology presented fully addresses ToR objectives, showing excellent understanding of subject matter and required processes	25
	The technical approach and methodology presented adequately addresses ToR objectives, showing moderate understanding of subject and required processes	15
	The technical approach and methodology presented partially addresses ToR objectives, showing partial understanding of subject and required processes	10
3. Description of your company with the following documents: [Max 20 points]		
Description of your company with the following documents:	Company profile, Registration certificate, Proof of presence within the region (NE Nigeria, Adamawa, Bauchi, Borno, Gombe, Taraba, Yobe).	15
Understanding IOM Vendor Code of Conduct	Acknowledgement of IOM Vendor Code of Conduct	5
Total Weight		100

The minimum technical score St required to pass is: **70 Points**

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

a) late submission, *i.e.*, after the deadline set

- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

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

Where:

Sf - is the financial score of the Financial Proposal under consideration,

F1 - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁴ (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$\mathbf{Sc = St \times T\% + Sf \times F\%}$$

⁴ May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .70 and .30 for the Financial.

The Service Providers (maximum 5 vendors with at least presence in one of these 6 states) achieving the highest combined technical and financial score will be issued an award.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date (this will be communicated) and address (*No. 5 Gombole Road off Giwa Barracks, Old GRA, Maiduguri*) for contract negotiation.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following evaluation and subsequent post-qualification to the Service Provider (s)/ Consulting Firm (s) (maximum 5 vendors with at least presence in one of these 6 states) with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers/ Consulting Firms on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers/ Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider (s)/ Consulting Firm (s) is (are) expected to commence the assignment on *[1 February 2022]*.

14. Confidentiality

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

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson and IOM Maiduguri]*

Ladies/Gentlemen:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers/ Consulting Firms Organization

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

Section II. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
[IOM Nigeria](#)

Ladies/Gentlemen:

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

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

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

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

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

FPF– 2: Price Schedule

2.1 Price for Vehicles Within States

S/N.	Vehicle Type	Location	State	Qty	Daily Rate	Monthly Rate
1	SUV 4 x 4	Within Maiduguri	BORNO	1		
2	SUV 4 x 4	LGAs Outside Maiduguri	BORNO	1		
3	Pick-up 4X4	Within Maiduguri	BORNO	1		
4	Pick-up 4X4	LGAs Outside Maiduguri	BORNO	1		
5	18- Seater Bus	Within Maiduguri	BORNO	1		
6	18- Seater Bus	LGAs Outside Maiduguri	BORNO	1		
7	SUV 4 x 4	Within Damaturu	YOBE	1		
8	SUV 4 x 4	LGAs Outside Damaturu	YOBE	1		
9	Pick-up 4X4	Within Damaturu	YOBE	1		
10	Pick-up 4X4	LGAs Outside Damaturu	YOBE	1		
11	18- Seater Bus	Within Damaturu	YOBE	1		
12	18- Seater Bus	LGAs Outside Damaturu	YOBE	1		
13	SUV 4 x 4	Within Gombe	GOMBE	1		
14	SUV 4 x 4	LGAs Outside Gombe	GOMBE	1		
15	Pick-up 4X4	Within Gombe	GOMBE	1		
16	Pick-up 4X4	LGAs Outside Gombe	GOMBE	1		
17	18- Seater Bus	Within Gombe	GOMBE	1		
18	18- Seater Bus	LGAs Outside Gombe	GOMBE	1		
19	SUV 4 x 4	Within Bauchi	BAUCHI	1		
20	SUV 4 x 4	LGAs Outside Bauchi	BAUCHI	1		
21	Pick-up 4X4	Within Bauchi	BAUCHI	1		
22	Pick-up 4X4	LGAs Outside Bauchi	BAUCHI	1		
23	18- Seater Bus	Within Bauchi	BAUCHI	1		
24	18- Seater Bus	LGAs Outside Bauchi	BAUCHI	1		

25	SUV 4 x 4	Within Yola	ADAMAWA	1		
26	SUV 4 x 4	LGAs Outside Yola	ADAMAWA	1		
27	Pick-up 4X4	Within Yola	ADAMAWA	1		
28	Pick-up 4X4	LGAs Outside Yola	ADAMAWA	1		
29	18- Seater Bus	Within Yola	ADAMAWA	1		
30	18- Seater Bus	LGAs Outside Yola	ADAMAWA	1		
31	SUV 4 x 4	Within Jalingo	TARABA	1		
32	SUV 4 x 4	LGAs Outside Jalingo	TARABA	1		
33	Pick-up 4X4	Within Jalingo	TARABA	1		
34	Pick-up 4X4	LGAs Outside Jalingo	TARABA	1		
35	18- Seater Bus	Within Jalingo	TARABA	1		
36	18- Seater Bus	LGAs Outside Jalingo	TARABA	1		
	Total (NGN)					

Note.

Minimum 22 days per month (22-31 days), monthly rate will apply in state capital), less than 22 days will be considered daily rate within State Capitals.

In field locations (LGAs outside state capital), monthly rate will be on basis of minimum 26 days up to 30 or 31 days per month (same monthly rate will apply). Less than 26 days, daily rate will apply.

2.2 Price List for Inter-LGA and interstate Missions

2.2a ADAMAWA

VEHICLE RENTAL PRICE SCHEDULE IN ADAMAWA STATE (PRICE IS PER VEHICLE PER TRIP)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Yola	Demsa			
2	Yola	Fufore			
3	Yola	Ganye			
4	Yola	Girei			
5	Yola	Gombi			
6	Yola	Guyuk			
7	Yola	Hong			
8	Yola	Jada			
9	Yola	Lamurde			
10	Yola	Madagali			
11	Yola	Maiha			
12	Yola	Mayo Belwa			
13	Yola	Michika			
14	Yola	Mubi North			
15	Yola	Mubi South			
16	Yola	Numan			
17	Yola	Shelleng			
18	Yola	Song			
19	Yola	Toungo			
20	Yola	Yola North			
21	Yola	Yola South			
22	Yola	Maiduguri			
23	Yola	Damaturu			
24	Yola	Gombe			
25	Yola	Jalingo			

26	Yola	Bauchi		
27	Yola	Damboa		
28	Yola	Chibok		
Total (NGN)				

2.2b BAUCHI

VEHICLE RENTAL PRICE SCHEDULE IN BAUCHI STATE (PRICE IS PER VEHICLE PER TRIP)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Bauchi	Bauchi			
2	Bauchi	Tafawa Balewa			
3	Bauchi	Dass			
4	Bauchi	Toro			
5	Bauchi	Bogoro			
6	Bauchi	Ningi			
7	Bauchi	Warji			
8	Bauchi	Ganjuwa			
9	Bauchi	Kirfi			
10	Bauchi	Alkaleri			
11	Bauchi	Darazo			
12	Bauchi	Misau			
13	Bauchi	Giade			
14	Bauchi	Shira			
15	Bauchi	Jama'are			
16	Bauchi	Katagum			
17	Bauchi	Itas/Gadau			
18	Bauchi	Zaki			
19	Bauchi	Gamawa			
20	Bauchi	Damban			

21	Bauchi	Yola			
22	Bauchi	Maiduguri			
23	Bauchi	Damaturu			
24	Bauchi	Gombe			
25	Bauchi	Jalingo			
26	Bauchi	Kano			
27	Kano	Bauchi			
Total (NGN)					

2.2c GOMBE STATE

VEHICLE RENTAL PRICE SCHEDULE IN GOMBE STATE (PRICE IS PER VEHICLE PER TRIP)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Gombe	Akko			
2	Gombe	Balanga			
3	Gombe	Billiri			
4	Gombe	Dukku			
5	Gombe	Funakaye			
6	Gombe	Gombe			
7	Gombe	Kaltungo			
8	Gombe	Kwami			
9	Gombe	Nafada			
10	Gombe	Shongom			
11	Gombe	Yamaltu/Deba			
12	Gombe	Damaturu			
13	Gombe	Maiduguri			
14	Gombe	Yola			
15	Gombe	Bauchi			

16	Gombe	Kano			
17	Kano	Gombe			
Total (NGN)					

2.2d BORNO STATE

VEHICLE RENTAL PRICE SCHEDULE IN BORNO STATE (PRICE IS PER VEHICLE PER TRIP)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Maiduguri	Askira/Uba			
2	Maiduguri	Bama			
3	Maiduguri	Bayo			
4	Maiduguri	Biu			
5	Maiduguri	Chibok			
6	Maiduguri	Dambo			
7	Maiduguri	Dikwa			
8	Maiduguri	Gubio			
9	Maiduguri	Gwoza			
10	Maiduguri	Hawul			
11	Maiduguri	Jere			
12	Maiduguri	Kaga			
13	Maiduguri	Kala/Balge			
14	Maiduguri	Konduga			
15	Maiduguri	Kukawa			
16	Maiduguri	Kwaya Kursa			
17	Maiduguri	Mafa			
18	Maiduguri	Magumeri			
19	Maiduguri	Maiduguri			

20	Maiduguri	Monguno			
21	Maiduguri	Ngala			
22	Maiduguri	Shani			
23	Maiduguri	Mobbar			
24	Maiduguri	Abadam			
25	Maiduguri	Guzamala			
26	Maiduguri	Nganzai			
27	Maiduguri	Banki			
28	Maiduguri	Marte			
29	Maiduguri	Damaturu			
30	Maiduguri	Bauchi			
31	Maiduguri	Gombe			
32	Maiduguri	Yola			
Total (NGN)					

2.2e TARABA STATE

VEHICLE RENTAL PRICE SCHEDULE IN TARABA STATE (PRICE IS PER VEHICLE PER TRIP)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Jalingo	Ardo Kola			
2	Jalingo	Bali			
3	Jalingo	Donga			
4	Jalingo	Gashaka			
5	Jalingo	Gassol			
6	Jalingo	Ibi			
7	Jalingo	Jalingo			
8	Jalingo	Karim Lamido			
9	Jalingo	Kurmi			
10	Jalingo	Lau			
11	Jalingo	Sardauna			
12	Jalingo	Takum			
13	Jalingo	Ussa			
14	Jalingo	Wukari			
15	Jalingo	Yorro			
16	Jalingo	Zing			
17	Jalingo	Yola			
Total (NGN)					

2.2f YOBE STATE

VEHICLE RENTAL PRICE SCHEDULE IN YOBE STATE (PRICE IS PER TRIP PER VEHICLE)

S/N	Origin	Destination	SUV 4 x 4	Pick-up 4X4	18- Seater Bus
1	Damaturu	Bade			
2	Damaturu	Bursari			
3	Damaturu	Damaturu			
4	Damaturu	Fune			
5	Damaturu	Fika			
6	Damaturu	Geidam			
7	Damaturu	Gujba (Buniyadi)			
8	Damaturu	Gulani			
9	Damaturu	Jakusko			
10	Damaturu	Karasuwa			
11	Damaturu	Machina			
12	Damaturu	Nangere			
13	Damaturu	Nguru			
14	Damaturu	Potiskum			
15	Damaturu	Tarmua			
16	Damaturu	Yunusari			
17	Damaturu	Yusufari			
18	Damaturu	Maiduguri			
19	Damaturu	Yola			
20	Damaturu	Gombe			
21	Damaturu	Bauchi			
22	Damaturu	Benisheikh			
23	Damaturu	Biu			
24	Damaturu	Damboa			
25	Damaturu	Kano			
26	Kano	Damaturu			
Total (NGN)					

This cost includes driver, fuel running and maintenance cost, insurance and other necessary levies or taxes as required by the national to perform the transport and related services in accordance with best commercial practice.

Authorized Signature:

Name and Title of Signatory:

Section III. Terms of Reference

Background

IOM Maiduguri Sub-office of intends to enter into a Long-term Agreement (LTA) with one or more suppliers for the provision of Vehicle Rental services in North East Nigeria (Adamawa, Bauchi, Borno, Gombe, Taraba and Yobe).

Objectives

The objective of this request for proposal (RFP) is to establish an LTA with a professional and dedicated vehicle rental service provider in these locations to support staff movement within the region.

Scope of the Services

The following will be the scope of service during the period of the agreement and service provider shall adhere to them at any given time.

1. The Vehicle (s) provided by the Service provider shall be in good working condition and road worthy for use and must be equipped with Air conditioning System
2. The vehicle provided shall be Petrol/Diesel driven with decent interior, noiseless drive and in perfect running condition.
3. "Full Day" would imply the vehicle runs or is deployed for a minimum of 10hours.
4. The Service Provider must ensure that the valid registration documents and driver (s) employed have a valid driving license and National ID card, are well behaved, conversant with traffic rules and regulations, road signs within the city and highway as well as safety and security instructions. Driver shall avoid over speeding, hazardous or reckless driving ensuring safety and comfort of passengers.
5. Leasing of Vehicle commences on arrival of the vehicle to IOM requested field location
6. In order to guarantee an optimal and flexible service Minimum Operating Security Standards (MOSS) compliance, the following must be provided
 - a). First Aid Box, (kitted with items, check the expiry of items inside)
 - b). Fire Extinguisher (check expiry date)
 - c). Shatter Resistance Film
 - d) Valid registration
 - e) Two spare wheels
 - f) Airbags: driver and passenger side
 - g) Complete toolkit,
 - h) Wheel change kit,
 - i) Battery jumper cable,
 - j) Vehicle tow cable,
 - k) First Aid box,

- l) Functional seat belts (front & rear)
 - m) Vehicle tracking system is desirable but not mandatory.
 - n) Jack Reflector triangles
7. Vehicle to have seven (7) seater,
 8. Vehicle should be manufactured before **2010**
 9. Vendor has physical presence in these locations (Bauchi, Gombe, Damaturu, Jalingo, Maiduguri and Yola)
 10. Each Vehicle should be covered by comprehensive vehicle insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a certified true copy of the comprehensive vehicle insurance policy to be provided by the Service Provider

Replacement of Vehicle in Case of Breakdown:

The Service Provider shall ensure that the vehicle (s) provided are fully maintained and in perfect road worthy condition. However, in an event the vehicle breaks down, the Service provider shall arrange for an immediate replacement without delays within 12 hours. In case of remote site/area, reasonable travel time (not more than 24 hours) will be allowed to the Service provider to send the replacement.

Section IV- VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

VENDOR INFORMATION SHEET (VIS)

Name _____ of _____ the _____ Company

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____
Fax No. _____
E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

- | | | |
|--|--|---|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Retailer | <input type="checkbox"/> Computer Hardware |
| <input type="checkbox"/> Trader | <input type="checkbox"/> Importer | <input type="checkbox"/> Service Bureau |
| <input type="checkbox"/> Site Development/ | <input type="checkbox"/> Consultancy | <input type="checkbox"/> Others _____ |

Construction _____

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____
Bldg and Street _____
City _____
Country _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Account No. _____
Swift Code _____
Iban Number _____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company

Contact Person

Contact Number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank

Contact Person

Contact Number

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

Vendor Code of Conduct

See attachment

Section V – Pro-forma Contract

LEG-E.3. VEHICLE LEASE AGREEMENT Updated April 2021

NOTE: All Directors/CoMs/HoOs are accountable and responsible for personally ensuring that the instructions in IN/99 Rev. 2 on *Delegation of Authority for Concluding Contracts and Agreements* (“IN 99 Rev 2”) as amended by IN 284 on *Changes to Procurement, Implementing Partners Selection and Related Contracting Procedures* (“IN 284”) are followed. In case of uncertainty whether the proposed contract fully aligns with an IOM template or previously approved terms and conditions, please refer the draft contract to LEG Contract Law Division (LEG CR) for advice.

Per Article 2.7 of IN 284, there is no need to refer the Service Agreement to LEG CR for a checklist code or for review and issuance of an approval code provided that this template is used without deviation. In cases of deviation from the template or a need for a new template, please contact LEG CR for assistance and/or advice.

If subcontracting, please check the funding donor agreement for any donor requirement regarding a subcontract (i.e., use of donor’s logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.) and insert in the “Special Provisions” clause any specific donor requirements which must be flown down to IOM’s subcontractors.

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

VEHICLE LEASE AGREEMENT between the International Organization for Migration and [Name of the Service Provider]

The Parties to this Agreement are the **International Organization for Migration**, an organization part of the United Nations System, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction

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

2. Services Supplied

2.1 The Service Provider agrees to provide to the IOM the following vehicles (the “Vehicle/s”):

Brand/Make/Model/Year [insert relevant technical specs and any other necessary details, with/without licensed and qualified drivers]
Number of Vehicles [insert number of vehicles]

2.2 The Service Provider agrees to provide to the IOM the following fully qualified, licensed and insured drivers at the following times:

Name of Driver	Driver’s License Number	Availability
1. XXX	###	9:00-17:00, Monday to Friday
2.		
3.		
4.		
5.		

2.3 The Service Provider shall make the Vehicles available from [start date] to [end date].

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

2.4 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.

3. Charges and Payments

3.1 The all-inclusive Service fee (the “Service Fee”) for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount and currency in words]) [please specify: per week, per month; and whether per vehicle, or for all vehicles, etc.], which is the total charge to 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 owed.

3.2 The Service Fee includes the cost of the salaries and allowances of drivers for each Vehicle, comprehensive motor vehicle insurance, the Vehicles' maintenance, repair, any taxes, fuel and unlimited mileage.

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

3.4 The Service 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:

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 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

The Service Provider warrants that:

4.1 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;

4.2 Each Vehicle is covered by 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 the comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;

- 4.3 Each Vehicle is officially authorized to transport passengers and all appropriate national transportation regulations and standards are met;
- 4.4 Each Vehicle is roadworthy and in good working condition such as to ensure the safety of passengers 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;
- 4.5 The Vehicles are to include the driver, (or in case of long-haul journeys, 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 the corresponding deductions will be made accordingly. All Vehicles shall bear IOM markings;
- 4.6 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;
- 4.7 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;
- 4.8 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, without contest, and at no additional cost to IOM. The Service Provider shall have sufficiently qualified and insured drivers available at all times to allow for replacement upon request of IOM, in case of annual, sick or any other leave of the driver;
- 4.9 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 (the "**Replacement Vehicle**"). In case the Service Provider fails to provide such Replacement 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 a Replacement Vehicle is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any Service Fee during the suspension period;
- 4.10 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM-contracted vehicles;
- 4.11 The Vehicles are officially authorized to transport humanitarian aid.
- 4.12 The Service Provider further warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide

- fully and satisfactorily, within the stipulated completion period, all Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received or will receive from, or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (h) The Price 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.
 - (i) 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.
 - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions 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.
 - (k) 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 Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations 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.

4.13 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 suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, 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;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) 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; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.14 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.

e) Adhere to above commitments at all times.

4.15 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.12, 4.13 or 4.14 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. Assignment and Subcontracting

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

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

6. Delays, Defaults and Force Majeure

6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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 Article 16 (Termination) shall apply

7. 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.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated

representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

- 9.1 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 or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. 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]

[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]

11. Dispute Resolution

- 11.1 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.

- 11.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 11.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 11.4 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 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. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

12. 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 authorisation. 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 unauthorised use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

13. 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 International Organization for Migration as an intergovernmental organization.

14. Insurance and Indemnities

- 14.1 The Comprehensive motor vehicle insurance of each Vehicle shall cover all accidents and any damage caused to the vehicle, its driver and passengers, 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 with respect to life or property) resulting from any accident in which one of the Vehicles may be involved.
- 14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

15. 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.

16. Termination

- 16.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 16.2 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. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 16.3 In the event of any termination of the Agreement, 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.

- 16.4 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.

17. 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.

18. Entirety

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

19. Final Clauses

- 19.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 19.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

20. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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

For and on behalf of
The International Organization for
Migration

Signature

Name:

Position:

Date:

Place:

For and on behalf of
[Name of Service Provider]

Signature

Name:

Position:

Date:

Place: