



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

**REQUEST FOR QUOTATIONS (RFQ)
 AND
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹**

To : Eligible Truck Rental Firms
 Project : IOM Emergency Response Programmes in Nigeria
 Title of work : **1 Year Long Term Agreement for Truck Rentals.**
 Ref No. : PR#: NA
 Ref. No. : RFQ –NG30-19-487
 Date : 18th November 2019

The International Organization for Migration (**IOM**), the **UN Migration Agency** is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Emergency Response Programmes in Nigeria, IOM invites interested eligible suppliers to submit Quotations for the **“1 Year Long Term Agreement for Truck Rentals to various locations as detailed in article 1. below: “as detailed in the price schedule.**

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotations, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM’s action.

Very truly yours,

Bids Evaluation and Awards Committee
 IOM Nigeria

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Service

IOM request prospective transporters, hereinafter referred to as the “Service Providers” to submit quotation for provision of transport services from Maiduguri to below mention locations.

S/No.	From	To	Unit	Cost (5MT)	Cost (10MT)	Cost (15MT)	Cost (20MT)	Cost (30MT)
1	Maiduguri	Banki	Per Trip					
2	Maiduguri	Bama	Per Trip					
3	Maiduguri	Biu	Per Trip					
4	Maiduguri	Benisheik	Per Trip					
5	Maiduguri	Chibok	Per Trip					
6	Maiduguri	Damboa	Per Trip					
7	Maiduguri	Baga	Per Trip					
8	Maiduguri	Ngala	Per Trip					
9	Maiduguri	Pulka	Per Trip					
10	Maiduguri	Dikwa	Per Trip					
11	Maiduguri	Rann	Per Trip					
12	Maiduguri	Monguno	Per Trip					
13	Maiduguri	Konduga	Per Trip					
14	Maiduguri	Gajiram	Per Trip					
15	Maiduguri	Gasarua	Per Trip					
16	Maiduguri	Mafa	Per Trip					
17	Maiduguri	Gwoza	Per Trip					
18	Maiduguri	Nganzai	Per Trip					
19	Maiduguri	Hong	Per Trip					
20	Maiduguri	Damasak	Per Trip					
21	Maiduguri	Maiha	Per Trip					
22	Maiduguri	Gujuba, Yobe	Per Trip					
23	Maiduguri	Mubi North	Per Trip					
24	Maiduguri	Askira Uba	Per Trip					
25	Maiduguri	Kukawa	Per Trip					
26	Maiduguri	Gombi	Per Trip					
27	Maiduguri	Yola	Per Trip					
28	Maiduguri	Madagali	Per Trip					
29	Maiduguri	Michika	Per Trip					

30	Maiduguri	Benue	Per Trip					
31	Maiduguri	Guma	Per Trip					
32	Maiduguri	Lugo	Per Trip					
33	Maiduguri	Nasarawa/Awe	Per Trip					
34	Maiduguri	Taraba	Per Trip					
35	Maiduguri	Maiduguri Town	Per Trip					
36	Maiduguri	Bauchi	Per Trip					
37	Maiduguri	Magumeri	Per Trip					
38	Maiduguri	Gubio	Per Trip					
39	Maiduguri	Gombe	Per Trip					

Note: Trucks must be made available within 6 hours of request, and all trucks must be equipped with the following, but not limited to:

- Fire extinguishers,
- Tool kits,
- Spare tyres
- Functional seat belts.

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, 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 Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

For any clarification regarding this the Project, please send requests for clarification to procurementmaiduguri@iom.int not later 12:00 hours, 29th November 2019.

IOM will respond to any request for clarification received on or before *at least 03 days before submission of quotations*. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Vendor Information Sheet (Annex C)
- d.) Key Supervisory Staff Schedule (Annex D)
- e.) Equipment Schedule (Annex E)
- f.) Proforma Contract ¹ or PO Standard Terms and Conditions (Annex F)
- g.) Proforma Bank Guarantee for Advance Payment (Annex G)
- h.) Proof of registration with relevant transportation bodies (E.g. NURTW) (Annex H)
- i.) Ownership details of trucks must be provided (As annex I)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

¹ If applicable in lieu of Purchase Order.

The language of the Quotations shall be in English and prices shall be quoted in NGN (Nigerian Naira), exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a period of twelve (12) months, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope. The Suppliers must seal the "Original" and "Copy" of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to **IOM Maiduguri Sub-Office at No. 4, Gombole, Giwa Barrack Road, Opp. Capital Primary School, Maiduguri, Borno State.**

Quotation shall be submitted by hand to the above address on or before **2nd December 2019, 17:00pm** local time. IOM reserves the right to reject or all quotations received after the deadline.

Envelop should be marked as: **1 Year Long Term Agreement for Truck Rental in Borno, Yobe, Gombe, Bauchi, Adamawa and Taraba RFQ NG30-19-487**

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM
- (f) the offered price is above the approved budget

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

The contract resulting of the RFQ shall be based on the IOM contract template indicated in Annex __ of this RFQ.

17. Delivery Site and Period of Delivery

The trucks of various capacities shall be required to transport humanitarian goods from Maiduguri to any of the locations indicated in Section 1 above. All trucks transporting humanitarian goods of IOM shall be covered with IOM Way Bill.

The Service Provider will be required to arrange and make available the number of truck(s) with the corresponding quantity IOM will require, within one (01) calendar day notice at the designated pick up/collection point anywhere in Maiduguri.

The Service Provider and IOM shall mutually agree in the acceptable period within which the Service Provider shall transport and deliver the goods and passengers to the designated point(s) of destination.

18. Liquidated Damages

If the Service Provider fails to deliver any or all of the goods they are contracted to transport within the period mutually agreed between them and IOM, a penalty equivalent to 0.1% of the total transport cost of the undelivered goods for every day of delay shall be imposed in the Service Provider.

19. Payment

Payment shall be made only upon IOM's acceptance of the service, and upon IOM's receipt of Service Provider's invoice indicating the location and number of truck service provided by the vendor

20. Warranty

The Service Provider warrants that:

- 20.1 Each truck they will deploy is officially authorized to transport goods and all appropriate national transportation regulations and standards are met;
- 20.2 Each truck they will deploy 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;
- 20.3 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;

- 20.4 The drivers assigned to trucks they will deploy are properly licensed and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM;
- 20.5 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted trucks;
- 20.6 The subject trucks are officially authorized to transport humanitarian goods;
- 20.7 They have proper insurance for both the trucks and the goods they transport, and that in the event of any damage or loss of the any of the goods they transport, they shall repay IOM the full value of the goods lost or damaged.
- 20.8 The trucks are equipped with satellite communications equipment.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the **1 Year Long Term Agreement for Truck Rental in Borno, Yobe, Gombe, Bauchi, Adamawa, Taraba**, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to provide the requested services in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to provide the services in accordance with the prices set out in the Price Schedule. I further certify that my company shall guarantee the prices contained in the Price Schedule for the period of 1 year from the date of the signing of the contract.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 20_____.

[signature over printed name] _____
[in the capacity of]

Duly authorized to sign Quotation for and on behalf of
_____ *[name of company]*

PRICE SCHEDULE FORM

Project : IOM Emergency Response Programmes in Nigeria
 Title of work : 1 Year Long Term Agreement for Truck Rentals in Borno, Yobe, Gombe, Bauchi, Adam
 Adamawa, Taraba
 Ref No. : RFQ No.: RFQ – NG30-19-487

PRICE SCHEDULE FORM

PROJECT TITLE: Truck Rental; Locations: Borno, Yobe, Gombe, Bauchi, Adamawa, Taraba

REF NO. : RFQ NG30-19-487

S/No.	From	To	Unit	Cost (5MT)	Cost (10MT)	Cost (15MT)	Cost (20MT)	Cost (30MT)
1	Maiduguri	Banki	Per Trip					
2	Maiduguri	Bama	Per Trip					
3	Maiduguri	Biu	Per Trip					
4	Maiduguri	Benisheik	Per Trip					
5	Maiduguri	Chibok	Per Trip					
6	Maiduguri	Damboa	Per Trip					
7	Maiduguri	Baga	Per Trip					
8	Maiduguri	Ngala	Per Trip					
9	Maiduguri	Pulka	Per Trip					
10	Maiduguri	Dikwa	Per Trip					
11	Maiduguri	Rann	Per Trip					
12	Maiduguri	Monguno	Per Trip					
13	Maiduguri	Konduga	Per Trip					
14	Maiduguri	Gajiram	Per Trip					
15	Maiduguri	Gasarua	Per Trip					
16	Maiduguri	Mafa	Per Trip					
17	Maiduguri	Gwoza	Per Trip					
18	Maiduguri	Nganzai	Per Trip					
19	Maiduguri	Hong	Per Trip					
20	Maiduguri	Damasak	Per Trip					
21	Maiduguri	Maiha	Per Trip					
22	Maiduguri	Gujuba, Yobe	Per Trip					
23	Maiduguri	Mubi North	Per Trip					
24	Maiduguri	Askira Uba	Per Trip					

25	Maiduguri	Kukawa	Per Trip					
26	Maiduguri	Gombi	Per Trip					
27	Maiduguri	Yola	Per Trip					
28	Maiduguri	Madagali	Per Trip					
29	Maiduguri	Michika	Per Trip					
30	Maiduguri	Benue	Per Trip					
31	Maiduguri	Guma	Per Trip					
32	Maiduguri	Lugo	Per Trip					
33	Maiduguri	Nasarawa/Awe	Per Trip					
34	Maiduguri	Taraba	Per Trip					
35	Maiduguri	Maiduguri Town	Per Trip					
36	Maiduguri	Bauchi	Per Trip					
37	Maiduguri	Maugumeri	Per Trip					
38	Maiduguri	Gubio	Per Trip					
39	Maiduguri	Gombe	Per Trip					

Suppliers Signature over Printed Name

Annex C

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/
Construction | <input type="checkbox"/> Consultancy | <input type="checkbox"/> Others _____ |

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.
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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

EQUIPMENT SCHEDULE (Information of Vehicles)
(To be used for the proposed project)

Type/description	Year of Manufacture		Condition

Please add separate sheet for Vehicles should be in good working condition. For evaluation of transporters, Vehicles will be inspected before award of contract.

Indicate if it is owned or to be leased.

We hereby certify that the above equipment are available for use in the execution of the contract.

Transporter authorized signature

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

AGREEMENT FOR THE TRANSPORTATION OF GOODS

Between

The International Organization for Migration

And

[Name of the Service Provider]

This Agreement for the Transportation of Goods is entered into by the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and **[Name of the 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

- 1.1 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: *[add or delete as required]*
 - (a) **Annex A** - Bid/Quotation Form
 - (b) **Annex B** - Price Schedule
 - (c) **Annex C** - Delivery Schedule and Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)

2. Services Supplied

- 2.1 The Service Provider agrees to provide to the IOM 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

- 2.2 The Service Provider will provide complete transportation 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 Service including but not limited to drivers, unskilled labour, trucks, boats, any other modes of transportation, tolls or levies, and fuel.

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

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement (the “Fee”) shall be USD XXX (amount in words and currency in words) [can specify per week, per month, or per cargo delivery 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 owed.
- 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 as required]. The invoice shall include: [services provided, hourly rate, number of hours billed, (add/delete as necessary)].
- 3.4 Payments shall become due [insert number of days] days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account: [insert the Service Provider’s bank account details].
- 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 Service fee for every day of breach of the delivery schedule.

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 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;
- 4.3 Each vehicle is officially authorized to transport goods and all appropriate national transportation regulations and standards are met;
- 4.4 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;
- 4.5 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 tyres. *[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;
- 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 and without contest;
- 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 kilometres) 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;
- 4.10 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted vehicles;
- 4.11 The subject 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 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 procuring of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Fee specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations there under. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.13 The Service Provider further warrants that it shall:

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

- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable 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/Non-Performance

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

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

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 internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

12. Use of IOM Name

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

13. Insurance and Indemnities

13.1 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.

13.2 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 vehicle's may be involved.

13.3 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 Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

14. Status of IOM

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

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

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. Other

amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

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. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

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

20. 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 Article 16.

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

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

For and on behalf of

The International Organization
for Migration

For and on behalf of

[Full name of the Service Provider]

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place