

BIDDING DOCUMENTS

PROCUREMENT OF SERVICES

Provision of Vehicle Rental and Transportation Services

Prepared by
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OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

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INVITATION FOR BIDS
IFB No. : (LOG/KRT/SD/02/Dec/2017)

Date: 13 December 2017

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Sudan resource management plan for Vehicle Rental and Transportation Services, *the* IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery for the Provision of Vehicle Rental and Transportation Services, under a Long Term Agreement (LTA).

The Provision of Vehicle Rental and Transportation Services to the IOM should include the below listed types of vehicles; cleaned, serviceable, good running condition (road worthy) and appropriately maintained vehicles for the purpose of transporting IOM staff members and visitors.

Moreover provision of Vehicle Rental and Transportation Services should include; fully qualified, licensed and insured drivers, fuel, regular services, maintenance, spare parts, lubricants, and the insurance covering the vehicle against all possible risks.

Item No.	Item Description	Quantity	Unit
1	Type of Vehicles	See Annex B	See Annex B

A complete set of Bidding Documents is attached

Bids shall be valid for a period of *{30 calendar days}*, after submission of Bids and shall be delivered to the BEAC at 16:00 on **05-Jan-2018**.

Late bids shall be rejected. Bids will be opened at the above address, date and time in the presence of the Bidders who wish to attend.

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for IOM action.

Very truly yours,

BEAC Chairperson

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 IOM invites bids for the supply and delivery of *Vehicle Rental and Transportation Services* hereto referred as services under a Long Term Agreement. The Services is specified in greater details in the Sub Section of the Bid Documents.
 - 1.2 The Long Term Agreement refers to a contract where the vendor agrees to sell the Services as Specified in the bidding documents at agreed upon unit prices for the duration of the contract.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all Bidders from *Sudan, from 13-December 2017 to 05-Janurary 2018.*
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods and services to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in IOM’s Mission in Sudan may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3
 - 2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).

3. Corrupt, Fraudulent, Collusive and Coercive Practices

3.1 IOM requires that all IOM Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids 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 :

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any acts 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;
 - (iii) “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 benefit;
 - (iv) “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 after the execution of a contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed contract.

- 4. Eligible Goods and Services**
- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of services is distinct from the nationality of the Bidder.

B. The Bidding Documents

- 5. Content of Bidding Documents**
- 5.1 The Service required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instructions to Bidders (ITB)
 - b) Contract for Supply and Delivery of Services
 - c) Schedule of Requirements
 - d) Sample Forms
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM’s address indicated in ITB Clause 19.2a. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than *[10 days]* days prior to the deadline for the submission of bids. Written copies of IOM’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Pre-bid Conference and Amendment of**
- 7.1 At least 14 calendar days prior to the deadline for submission of bids, IOM may conduct a pre-bid conference with interested prospective bidders to clarify contents of the bidding documents. As a result of the agreements made during the pre-bid

Bidding Documents

conference, or at its own initiative, or in response to a clarification requested by a prospective Bidder, IOM may modify the bidding documents by amendment through a Bid Bulletin.

- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost Bidding

of 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language Bid

of 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in *English* language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

- 10.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) Financial Proposal comprised of a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;
 - (b) Eligibility Documents established in accordance with ITB Clause 14.1;
 - (c) Technical proposal established in accordance with ITB Clause 15.3; and

11. Bid Form

11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be provided, a brief description of the goods, services, and their country of origin, quantity, and prices.

12. Bid Prices

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the services it proposes to supply under the contract.

12.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within IOM's Mission country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination

(iv) the price of other (incidental) services, if any

12.3 The Bidder's separation of price components in accordance with ITB Clause 12.2 above will be solely for the purpose of facilitating the comparison of bids by IOM and will not in any way limit IOM's right to contract on any of the terms offered.

12.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified.

12.5 In view of the long term nature of this procurement, contract price adjustments can be made with prior notice and agreement by both parties under the following instances:

a. Government mandated increase or decrease in fuel and related products.

b. Other similar justifiable reasons.

12.6 Any agreed price adjustment will take effect on the immediately succeeding order.

13. Bid Currencies 13.1 Prices shall be quoted in the following currencies:

For services that the Bidder will supply from
Within IOM's Mission in Sudan, the prices shall be quoted in *US Dollar USD* currency.

**14. Documents
Establishing
Bidder's
Eligibility and
Qualification**

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish the following documents to establish the prospective Bidder's eligibility.

(a) Legal Eligibility

- a. Latest and valid government permits and licenses including commercial and tax government register.
- b. Company Profile (IOM VIS Form).
- c. Signed Code of Conduct (IOM template).

(b) Technical Eligibility

- a. Statement of On-going and Completed Single Similar Contract within the relevant period.
- b. Minimum five years of experience for supplying vehicle rental and transportation services in the market. In addition advantage for providing similar services to UN agencies .
- c. Minimum Ten years of experience for the drivers, with general category certified governmental driving license.
- d.

(c) Financial Eligibility

- a. Latest company's income Statement and Balance Sheet for duration of six months

14.2 If the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids the required additional information to comply with section 14.1 or, alternatively, confirm in their bids that the originally submitted information remains essentially correct and as of the date of bid submission and are in compliance with all the requirements in 14.1.

14.3 For purposes of this procurement a single similar contract is defined as *Long term Agreement -LTA*. The acceptable Relevant Period is *one year* from the deadline for submission of bids. The acceptable contract amount is *75,000 USD* Where the single similar contract requirement will defeat competition as determined by IOM, at the most four similar contracts with an aggregate amount of *300,000 USD* within the same relevant period maybe accepted.

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

15.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- a) The Provision of Vehicle Rental and Transportation Services to the IOM should include listed types of vehicles (ANNEX B); cleaned, serviceable, good running condition (road worthy) and appropriately maintained vehicles for the purpose of transporting IOM staff members and visitors.
- b) Moreover provision of Vehicle Rental and Transportation Services should include; fully qualified, licensed and insured drivers, fuel, regular services, maintenance, spare parts, lubricants, and the insurance covering the vehicle against all possible risks.

15.4 The prospective bidder further certifies that all equipment, facilities and manpower requirement that are required as provided in the Scope of Services shall be complied with. Manpower required are at the employ of the bidder and that the equipment and facilities are owned or rented by the prospective bidder.

16. Period of Validity of Bids

Bids shall remain valid for the period of *[30 days]* after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period *[30 days]*. The request and the bidders' responses shall be made in writing.

A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in

compliance with Clause 17 in all respects.

- 17 Format and Signing of Bid**
- 17.1 The Bidder shall prepare an Original and 2nd Copy of the bid, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

- 19. Sealing and Marking of Bids**
- 19.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY OF BID.” The envelopes shall then be sealed in a single outer envelope.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to IOM at the address given below *Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan Tel: +249 156554600/1/2 I Fax: +249 156554605 to the attention of the RMO Sabatina ROSSIGNOLI or to Nyala office in South Darfur to the attention of Logistics Procurement Nasir Adam.*
- ; and
- (b) Bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: “DO NOT OPEN BEFORE *05-January 2018 at 16:00*”.
- 19.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 19.4 If the outer envelope is not sealed and marked as required by ITB Clause 19.2, the bid will still be considered, however, IOM will assume no responsibility for the bid’s misplacement or premature opening.
- 20. Deadline for Submission of**
- 20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than *05-Jan-2018 at 16:00*.

Bids

20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.

21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.

22. Modification and Withdrawal of Bids

22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids. Where bids are substituted, the original bid is kept for possible comparison with the new bid. New bid is marked "Modification" and is reference to the original bid.

22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of bids.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 IOM will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified herein *11-Jan-2018 at 11:00*. The bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid

shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

23.3 Bids (and modifications sent pursuant to ITB Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

23.4 IOM will prepare minutes of the bid opening.

24. Clarification of Bids

During evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. Failure of the bidder to respond to a valid request for clarification can result in disqualification.

25. Preliminary Examination

IOM will examine the bids to determine whether they are complete. In this regard, a checklist of all the required documents shall be prepared and used in determining the presence or absence of the document.

25.1 The first envelope containing the Eligibility Documents and Technical proposal shall be opened first. A non-discretionary PASS or FAIL process will be used during the preliminary examination to determine completeness of the Bid. Absence of any of the required document will render the bid as “FAILED”. A complete submission of the required documents in accordance with the required form and substance will render the opened documents as “PASSED”.

25.2 Only those offers whose first envelopes were rated as “PASSED” will qualify for the opening of the second envelope containing the Financial proposal.

25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 15.2), and Scope of Services (Form 3) will be deemed to be a material deviation. IOM’s determination of a bid’s compliance is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially compliant, it will be rejected by IOM

and may not subsequently be made compliant by the Bidder by correction of the nonconformity.

**27. Detailed
Evaluation and
Comparison of
Bids**

27.1 IOM will evaluate and compare the bids, to determine whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Arithmetical errors will be rectified 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 bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

27.2 The comparison shall be between the EXW price of the goods offered from within IOM's Mission country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

27.3 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:

- (a) cost of inland transportation, insurance, and other costs within IOM's Mission in Sudan incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Conditions of Contract;
- d) other specific criteria indicated and/or in the Scope of Services;

**28. Contacting
IOM**

28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information in response to a request for clarification it should do so in writing.

28.2 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

- 29. Abstract of Bids** of 29.1 Immediately after the Preliminary Examination of the Bids an Abstract of Bids (as Read) shall be prepared and signed. Likewise, after the Financial Evaluation is completed, the BEAC shall prepare an Abstract of Bid (as Evaluated) with the offers arranged in Ascending Order. The first on the list will be the Lowest Evaluated Bid and will be subject to Post Qualification.
- 30. Post-qualification** 29.2 the Abstract of Bids shall be signed by the BEAC
- 30.1 IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the Lowest Evaluated Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.
- 30.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as IOM deems necessary and appropriate.
- 30.3 Prior to award, IOM shall verify and validate any document and Information submitted and if necessary shall conduct ocular inspection of the Bidder office, plant/warehouse equipment and facilities.
- 30.4 An affirmative determination means that the bidders offer is Responsive to the requirements and will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31. Purchaser's Right to Accept any Bid and to Reject any or All Bids** 31.1 IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for IOM's action.

F. Award of Contract

- 32. Award Criteria** 32.1 IOM will award the contract to the successful Bidder whose bid has been determined to be the Lowest Evaluated and Responsive Bid, at its submitted or evaluated price, whichever is lower.
- 33. Purchaser's Right to determine actual** 33.1 This being a Long Term Agreement, IOM reserves the right to determine the actual quantity requirements which will be stated in the periodic Confirmation Order without any change in unit price or other terms and conditions except as provided herein.

**Quantity
Requirement**

33.2 The Confirmation Order will trigger the implementation of the LTA.

**Site visit
34. Notification of
Award**

34.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder in writing, that its bid has been accepted.

**35. Performance
Security**

**36. Signing of
Contract**

36.1 At the same time as IOM notifies the successful Bidder that its bid has been accepted, IOM will send the Bidder the Contract provided in the bidding documents, incorporating all agreements between the parties.

36.2 Within five (5) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

Section II. Schedule of Requirements

Schedule of Requirements

PROJECT TITLE : Vehicle Rental and Transportation Services

As per attached Annex B (Type of Vehicles)

Section III. Scope of Services Form

Vehicle Rental and Transportation Services

Scope of Service (s) Required	Manpower Requirement (s)	Equipment Requirement	Facilities Requirement	Schedule of Services	Delivery Place	BIDDER'S REMARKS
Vehicle Rental and Transportation Services						

- Scope of Service (s) Required
 - a) The Provision of Vehicle Rental and Transportation Services to the IOM should include the below listed types of vehicles; cleaned, serviceable, good running condition (road worthy) and appropriately maintained vehicles for the purpose of transporting IOM staff members and visitors.
 - b) Moreover provision of Vehicle Rental and Transportation Services should include; fully qualified, licensed and insured drivers, fuel, regular services, maintenance, spare parts, lubricants, and the insurance covering the vehicle against all possible risks.

- Manpower Requirement (s): Minimum Ten years of experience for the drivers, with general category certified governmental driving license.
- Equipment Requirement: Fire extinguisher , First aid kit, IOM visibility
- Delivery Place
- Delivery time for vehicle availability upon IOM requested order.

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

FRAMEWORK 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**, 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 vehicles (the “**Vehicle/s**”) as outlined by Annex 1, attached hereto and considered an integral part.
- 2.2 The Service Provider agrees to provide to the IOM fully qualified, licensed and insured drivers in the amount and at the time outlined by Annex 2, attached hereto and considered an integral part.
- 2.3 Services will be provided by the Service Provider upon submission of a Vehicle Request Form at least 1 (one) day prior to provision of vehicle as outlined by Annex 3, attached hereto and considered an integral part. Any Services requested may be cancelled until 24 (twenty four) hours prior to provision of vehicle as requested by IOM without incurring any charges.
- 2.4 The Service Provider shall make the Vehicles available from [insert date] to [insert date].

3. Charges and Payments

- 3.1 The all-inclusive Service fee (the “**Service Fee**”) for the Services under this Agreement as outlined in Annex 1 for the durations requested by the Vehicle Request Forms, shall be 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)]*. A copy of the relevant Vehicle Request Forms to which the invoice relates needs to be attached to the invoice.
- 3.4 Payments shall become due *[insert number of days]* (*[in words]*) days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency in words]* (*[Currency code]*) 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 IOM shall be entitled, without derogating from any other right it may have, to defer 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 tyres. *[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 such 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 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 (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 Nothing in this Agreement serves to establish an exclusive relationship between the Parties. IOM is not obliged to request a minimum amount of Services under this Agreement.
- 4.13 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) 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 Service Fee(s) specified in Annex 1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider, its officers and employees shall not accept for its/their 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 officers, personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

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 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, 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. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM 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 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 flown 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 two copies in English.

For and on behalf of
The International Organization
for Migration

Signature

For and on behalf of
[Full name of the Service Provider]

Signature

Name
Position
Date
Place

Name
Position
Date
Place

ANNEX 1
VEHICLES TO BE PROVIDED

NO.	TYPE, MODEL, YEAR	NUMBER PLATE	ENGINE / CHASSIS ID	PRICE [per hour / per day / per week] including driver in US Dollars (USD)

1	Toyota Hilux, 2012	ABCD1234	XYZ9876	50 (Fifty US Dollars only)
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

Verifying the accuracy of all statements above:

Name and signature

[name of Service Provider]

**ANNEX 2
DRIVERS' DETAILS**

NO.	FULL NAME	DRIVER'S LICENSE NO.	ASSIGNED TO VEHICLE (incl. license plate)	AVAILABILITY
1	John Doe	LICE123456789	Toyota Hilux,	From 6am to

			ABCD1234	6pm
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				

Section V. Sample Forms

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BID FORM

Date : _____

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration

Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan
Tel: +249 156554600/1/2 I Fax: +249 156554605

We, the undersigned, declare that;

Having examined the Bidding Document for the [insert project name and IFB No.], issued on [insert date], the receipt of which is hereby duly acknowledge, I, representing [insert name of company] offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of [insert total bid amount in words and figures and currency]. Please see details in Annex A and B.

I undertake, if my Bid is accepted, to deliver and supply the Goods in accordance with the Price Schedule and Goods specifications set out in the Bidding Document.

If my Bid is accepted, I will obtain the guarantee of a bank in a sum equivalent to 10% of the total amount of the Contract Price for the due performance of the Contract, in the form prescribed by IOM .

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this _____ day of _____ 20____.

[signature over printed name]

[in the capacity of]

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

Annex A

(From Scope of Work item No. 1-14)

Annex B

(From Scope of Work item No. 15)

Name of Bidder : _____

Signature of Bidder : _____

Date : _____

SCOPE OF SERVICES FORM

(For Services other than Consultancy)

Scope of Service (s) Required	Manpower Requirement (s)	Equipment Requirement	Facilities Requirement	Schedule of Services	Delivery Place	BIDDER'S REMARKS
Service Operation and Maintenance						

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.