**REQUEST FOR PROPOSAL (RFP)**

**Provision of Induvial Land transportation Services Through Long Term Agreement**

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| RFP Reference No: 19905 | Country: Iraq. | Date: 26 June 2023 |

# SECTION 1: LETTER OF INVITATION

The International Organization for Migration Iraq mission , hereinafter referred to as IOM Iraq Mission. hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

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

Section 1: Instruction to Proposers

Section 2: Data Sheet

Section 3: Evaluation criteria

Section 4: Contract with General conditions of Contract.

Section 5: Terms of Reference/Statement of Works

Section 6: Proposal Forms

* Form A: Proposal Confirmation
* Form B: Checklist
* Form C: Terms of Reference/Statement of Works Acceptance Form
* Form D: Proposer Information
* Form E: Joint Venture/Consortium/Association Information
* Form F: Technical Proposal Questionnaire

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 2: Data Sheet.

We look forward to receiving your proposal.

Regards

IOM Iraq Supply chain Department.

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# SECTION 1: INSTRUCTIONS TO PROPOSERS

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| GENERAL | |
| Scope | Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 2: Data Sheet.  Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM. |
| Interpretation of the RFP | Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any proposer as a result of this RFP. |
| Supplier Code of Conduct | All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: <https://www.ungm.org/Public/CodeOfConduct>. |
| Eligible proposers | Proposers shall have the legal capacity to enter into a binding contract with IOM Iraq Mission .  A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 2: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.  All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by Prospers. to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.  Proposers shall not be eligible to submit a proposal if at the time of proposal submission:   * is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System; * is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list) * is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984). * Other sanctions lists, if applicable, as per the discretion of the IOM. |
| Proprietary information | The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm. |
| Publicity | During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP. |
| SOLICITATION DOCUMENTS | |
| Clarification of solicitation documents | Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 2: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 2: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.  IOM will provide the responses to clarifications through the method specified in Section 2: Data Sheet.  IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary. |
| Amendment of solicitation documents | At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.  If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal. |
| PREPARATION OF PROPOSALS | |
| Cost of preparation of proposal | The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 2: Data Sheet. |
| Documents establishing eligibility and qualifications of the proposer | Where bidder will be asked to submit the complete set of documents as explained in section 3 evaluation criteria for eligibility phase. |
| Technical proposal format and content | The proposer is required to submit a technical proposal using the information’s provided in Section 6 and taking into consideration the requirements in the RFP.  The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive. |
| Financial proposal | The financial proposal shall be prepared and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.  Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.  Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| Currencies | All prices shall be quoted in the currency or currencies indicated in Section 2: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:   * IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. * In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 2: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above. |
| Duties and taxes | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 2: Data Sheet |
| Proposal validity period | Proposals shall remain valid for the period specified in Section 2: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.  During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.  In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.  If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.  The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated. |
| Proposal security | * + Not Applicable. |
| Joint Venture, Consortium or Association | If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:   * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and * if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.   After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.  If a JV, Consortium or Association’s proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.  The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.  The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM..  A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:   * Those that were undertaken together by the JV, Consortium or Association; and * Those that were undertaken by the individual entities of the JV, Consortium or Association.   Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.  JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only one proposal | The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.  Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:   * they have at least one controlling partner, director, or shareholder in common; or * any one of them receive or have received any direct or indirect subsidy from the other/s; or * they have the same legal representative for purposes of this RFP; or * they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process; * they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal. |
| Alternative proposals | Unless otherwise specified in Section 2: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 2: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.  If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected. |
| Pre-proposal conference | Not Applicable. |
| Site inspection | Not Applicable. |
| Errors or omissions | Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.  Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Proposers responsibility to inform themselves | Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:   * examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; * review the RFP to ensure that they have a complete copy of all documents; * obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; * verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with IOM Iraq mission , its employees or agents; * attend any pre-proposal conference if it is mandatory under this RFP; * fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and * form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.   Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers. |
| No material change(s) in circumstances | The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:   * a change affecting any declaration, accreditation, license or approval; * major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; * a change to any information on which IOM may rely in assessing proposals. |
| SUBMISSION AND OPENING OF PROPOSALS | |
| Instruction for proposal submission | The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 2: Data Sheet. The proposal shall be delivered according to the method specified in Section 2: Data Sheet.  The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.  Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract. |
| Deadline for proposal submission | Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 2: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <http://www.timeanddate.com/worldclock/>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.  IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| Withdrawal, substitution and modification of proposals | A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.  However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.  Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM’s cost. |
| Storage of proposals | Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 2: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal. |
| Proposal opening | Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.  There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 2: Data Sheet.  The proposers’ names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.  Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers’ names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.  No proposal shall be rejected during proposal opening, except for late proposals. |
| Late proposals | Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.  In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure. |
| EVALUATION OF PROPOSALS | |
| Confidentiality | Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.  Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM’s decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures. |
| Evaluation of proposals | IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.  IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.  Evaluation of proposals shall be undertaken in the following steps:   * 1. Evaluation of minimum eligibility and qualification (if pre-qualification is not done)   2. Evaluation of technical proposals   3. Evaluation of financial proposals. |
| Preliminary examination | IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage. |
| Evaluation of eligibility and qualification | IOM shall examine the proposals to determine whether they are complete with respect to documentary requirements for eligibility and qualification, IOM will reject the proposal who fail to comply with the eligibility criteria. |
| Evaluation of technical and financial proposals | The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and system specified in Section 3: Evaluation criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to provide clear answer to any of the technical questions as per section 3. |
| Post-qualification | IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   * 1. Verification of accuracy, correctness and authenticity of information provided by the proposer;   2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;   3. Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;   4. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   5. Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;   6. Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of proposals | IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers’ responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).  IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.  Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals. |
| Responsiveness of proposal | IOM’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:   1. affects in any substantial way the scope, quality, or performance of the services specified in the contract; or 2. limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or 3. if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.   If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |
| Nonconformities, reparable errors and omission | Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.  Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.  For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:   1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.   If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited. |
| Right to accept any proposal and to reject any or all proposals | IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.’s action. IOM shall not be obliged to award the contract to the lowest-priced offer. |
| AWARD OF CONTRACT | |
| Award criteria | Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 2: Data Sheet. |
| Right to vary requirement at time of award | At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document. |
| Notification of award | Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Debriefing | In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer’s submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer’s submission shall not be discussed. |
| Performance security | Not Applicable. |
| Bank guarantee for advance payment | IOM will not pay any advance payments. |
| Liquidated Damages | If specified in Section 2: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to services resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order. |
| Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to [mscu@iom.int](mailto:mscu@iom.int) |

# SECTION 2: DATA SHEET

The following specific data shall complement, supplement or amend the provisions in Section 1: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 1: Instructions to Proposers.

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| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number of this Request for Proposal (RFP) is 19905.  The services include the supply of Induvial Land transportation Services in Iraq as further described in Section 5 of this RFP.    Based on the results of this competitive solicitation exercise, IOM intends to enter into non-exclusive Long Term Agreement(s) (LTAs) with the successful proposer(s) for the provision of an indefinite quantity of the specified services in support of Iraq mission’s operations. In the event of one or more successful bidders ( in term of primary and secondary/ backup signing Long Term Agreement(s), the following shall apply:  The successful proposer shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from IOM.  The expected duration of the LTA is: Two years with the possibility of extension for up to One. additional years subject to the Supplier’s satisfactory performance and competitiveness of prices.  The estimated volume to be purchased is USD 300 K (Three Hundred United States Dollars:. LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.  IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.  The award of a contract under the LTA will not be subject to secondary competition among the LTA holders. |
| 4. | Eligible proposers | Bidders from all countries are elegible to bid.  Bidders who are outside the tendering country would require representation office in country or through Third party representative. |
| 7. | Clarification of solicitation documents | Contact details for clarification of solicitation documents:  Focal Person: IOM Iraq Mission Supply chain Department    E-mail address: [husalman@iom.int](mailto:husalman@iom.int)  **ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).** |
| Deadline for submitting requests for clarifications / questions:  03-Jul-23. 11:00am , via above email address. |
| Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:  Direct communication to prospective proposers by email. |
| 10. | Language | All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in English |
|  | Partial proposals | Submitting proposals for parts or sub-parts of the TOR is:  Allowed [if yes, describe below how, and ensure that requirements properly define the sub-parts]  Bidder can submit to any or all of the tendering destinations. |
| 14. | Currencies | Prices shall be quoted in United States Dollars (USD). |
| 15. | Duties and taxes | All prices shall:  Be exclusive of VAT and other applicable indirect taxes. |
| 16. | Proposal validity period | 120 days |
| 17. | Proposal security | Not Required |
| 20. | Alternative proposals | Shall not be considered.. |
| 21. | Pre-proposal conference | Not Applicable. |
| 22. | Site inspection | Not Applicable. |
| 26. | Instructions for proposal submission | Allowable manner of submitting proposals:  ☐ e-tendering   * Email   ☐ Courier / hand delivery  **SUBMISSION BY EMAIL:**  The proposals, others shall be sent in email with the mandatory subject line: RFP no. 19905 Provision of induvial land transportation services through long term agreement  Proposal submission address: IRAQTENDERS@iom.int **PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).**   * File Format: PDF * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: 9mbs * Mandatory subject of email: RFP no.19905 Provision of induvial land transportation services through long term agreement * If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. * Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire Proposal be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging email receipt. |
| 27. | Deadline for proposal submission | Date: 10-Jul-23  Time: 11:00am .  Time zone: (AST) (UTC+03:00) Iraqi time. |
| 30. | Proposal Opening | * Public proposal opening will not be held   ☐ Public opening of technical proposals will be held as per below details.  Date and Time: Click or tap here to enter text.  Venue: Click or tap here to enter text.  ☐ Public opening of financial proposals will be held as per below details.  Date and Time: Click or tap here to enter text.  Venue: Click or tap here to enter text. |
| 36. | Evaluation of technical and financial proposals | Evaluation will be based on:   * Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers)   ☐ Combined scoring method using a distribution of Choose an item.. Technical proposal – financial proposal  ☐ Other Click or tap here to enter text. |
| 43. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased 10%  The maximum percentage by which quantities may be decreased is 25% |
|  | Contract award to one or more proposer | IOM will award a contract to:  One or more Bidders, depending on the following factors: [enter details]  Primary and secondary (Backup) services provider based on the financial and technical evaluations of bidder’s proposals. |
|  | Type of contract to be awarded | See Section 4: for sample contract. |
|  | Expected date for commencement of contract | 01-Sep-23 |
|  | Conditions of contract to apply | See Section 4. |
| 47. | Performance Security | Not Applicable. |
| 48. | Advance payment | Not Applicable. |
| 49. | Liquidated damages | Will be imposed as follows:  Percentage of contract price per week of delay: 3.% up to a maximum of 10% of the Contract value, after which IOM. may terminate the contract. |
|  | Other information related to the RFP | *None.* |

# SECTION 3: EVALUATION CRITERIA

**A. Bid Eligibility Criteria**

*To archive the mandatory phase of eligibility criteria, bidder will need to comply and submit: (pass/fall)*

Full compliance with all requirements as specified in Section 5 Term of Reference.

Full acceptance of the General Conditions of Contract, may return the attached agreement template by writing “Accepted”.

Submission of the signed and completed vendor information sheet and code of conduct.\*

submission of Business valid registration certificate.

Submission of Business valid Tax licence.

Submission of complete Section 6 proposals forms.

\* Note: if you previously worked/ registered with IOM then please write “previously registered vendor” on the vendor information sheet form.

**IOM will reject any offer who failed to pass the above mandatory eligibility phase.**

**B. Technical Evaluation Criteria**

*To Please Provide the following documents where technical evaluation will be hold against (pass/ Fall).*

|  |  |
| --- | --- |
| **Summary of technical proposal evaluation sections** | |
| 1 | Recommendation letters for the same type services that your business conducted with other organizations or businesses, please do not attach summary list of previous services. |
| 2 | Total number of your business staff members. |
| 3 | Your office branches and locations |
| 4 | List of vehicles your business owns or rent along with the brand name and year manufactured. |
| 5 | How long does it take your businesses to respond to IOM inquiry? |
| 6 | What is the maximum duration does it take your business to provide IOM with vehicle needed? |
| 7 | List of previous complaints communications that your company had by any clients and how you managed to resolve this ? ( if any). |

**C. Financial Evaluation Criteria,**

*Where completed financial offers shall be selected from overall lower to higher prices offered.*

# SECTION 4: Contract form with General Conditions of Contract

Please refer to attached agreement sample of section 4 LTA Service Agreement EN

# SECTION 5: TERMS OF REFERENCE

**Provision of Travel Management Services for IOM on the basis of Long-Term Agreement (LTA)**

**1.0 Background:**

Established in 1951, The International Organization for Migration (IOM) is the leading agency in the field of migration. IOM works closely with governmental, intergovernmental, and non-governmental partners. IOM is dedicated to promoting humane and orderly migration for the benefit of all.

IOM provides a range of services and support to it offices including, but not limited to case processing, migration health assessments, cultural orientation training, administration of travel loan and collections program, and organized transportation.

The International Organization for Migration (IOM) is seeking service for ground transportation, shuttle services for the beneficiaries in transit and their escorts to Final Destinations listed in the TOR, and hotels in the local airport areas.

The International Organization for Migration-IOM is soliciting quotations from Transportation Companies with relevant experience and qualifications to provide these services.

**2.0 Contract Duration:**

The initial duration of the Long-Term Agreement will be for 2 years with the possibility of an extension for another one or two years depending on the performance of the service provider and mutual agreement between the parties.

**3.0 Scope of Work:**

**3.1 General:**

• Provide transportation services to the beneficiaries in transit and their escorts to destinations and hotels. In addition to moving IOM beneficiaries from airports to hotels, and vice versa. The provider must be able to accommodate wheelchair-accessible beneficiaries and baggage. (IOM List of Final destination provided in the TOR)

• The International Organization for Migrations (IOM), wishes to enter into Long Term Agreements with Transportation companies for transportation from/to destinations details in Annex 1 Price list sheet

• The transportation services shall not be limited to the list in Annex 1. Price per kilometer shall apply for destinations not listed in Annex 1.

• Service provider’s hours of operations are 24 hours/ day, 7 days/ week. Subject to daily operations arrivals and departures. IOM will provide with a precise schedule of pick-up and drop off through a ground transportation request.

•Round trip fares must include waiting time between one to eight hours.

• IOM requires response to service request within one hour for emergency cases.

• IOM may cancel transportation requests up-to four hours before pick-up time at no cost.

• IOM agrees to bearing 50 % of the transportation costs if IOM cancels the transportation requests less than four hours before pick-up time.

• Beneficiaries must be picked up from and transported to exact locations as requested by IOM. Any request by the beneficiaries to deviate must first be approved by IOM.

•If beneficiaries are picked up or dropped off at the wrong location, the service provider will be responsible for reimbursing any additional transportation costs incurred by the beneficiaries.

• Drivers should have a thorough background check.

• The service provider must strictly adhere to the provisions related to the Prevention of Sexual Exploitation and Abuse as set in article 4.3 of the service agreement.

• Drivers should speak local language at the point of pick-up (i.e. Arabic and/or Kurdish).

• Car seats should be provided for those beneficiaries with children

• A point of contact for operational needs should be provided by both parties.

• Drivers must respect the cultures, customs, and habits of all IOM beneficiaries.

• Drivers must report to IOM any incident immediately, and no later than after 12 hours.

• The SP is to provide vehicle types as requested by IOM based on family size, noting that separate families should not be transported in the same vehicle unless requested by IOM.

|  |  |  |
| --- | --- | --- |
| **No** | **Type and passenger capacity** | **Make / Model** |
| 1 | Handicap can accommodating WC person and one to two additional people |  |
| 2 | 3-7 passenger vehicle |  |
| 3 | 8-14 passenger van |  |
| 4 | > 15 passengers minibus / bus |  |
|  |  |  |
|  |  |  |

• Food/Water

Water and/or meals shall be provided if requested through the Ground Transportation Request Form in advance by IOM in sufficient quantity and quality for all persons. Any additional fees for the provision of such Services needs to be agreed upon in advance between the Parties and captured in the Ground Transportation Request Form.”

• The IOM does not guarantee any minimum volume of passengers and may wish to contact several contractors based on the needs of the IOM.

It will be the responsibility of the contractor to pay for all the service charges levied by the government, if any.

• The Contractor shall prepare monthly statements/invoices for all individual trips and services conducted in accordance with IOM’s ground transportation request system and submit them along with the statement/invoice to IOM after completion of service.

• The Service Provider shall invoice IOM upon completion of all the Service Rendered. The invoice shall include :

Destination, Date of service, Driver name, trip cost, type of vehicle, copy of logbook.

• The invoice/statement shall include the signed Ground transportation request by IOM.

• The Service Fee shall become due 30 (thirty) days after IOM’s receipt and approval of the invoice. Payment shall be made in USD Dollar by Bank Transfer.

• 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.

• Service Provider to provide IOM with Drivers’ licenses, Liability, and insurance for all vehicles, maintain and service all vehicles so that they are in excellent running condition.

• The Contractor shall work in close cooperation and coordination with the authorized representatives

designated by the International Organization for Migration-IOM while arranging the transportation

services.

• The Contractor and its employees shall neither seek nor accept instructions from any authority

external to the International Organization for Migration-IOM in connection with the performance of

their duties and shall refrain from any action which may adversely affect the agencies.

• The International Organization for Migration - IOM does not take any responsibility for the

payment of any kind of tax or other liabilities that are likely to result due to this service provision.

• Mondary provision of valid vehicle insurance for the vehicle list you are going to use.

# SECTION 6: PROPOSAL FORMS

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Terms of Reference/Statement of Works Acceptance Form**

**Form D: Proposer Information**

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

## FORM A: PROPOSAL CONFIRMATION

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

|  |  |  |
| --- | --- | --- |
| To: | Insert name of contact person | Email: Insert contact person’s email - do not enter secure proposal email address |
| From: | Insert name of proposer |  |
| Subject | RFP reference 19905 | |

|  |  |
| --- | --- |
| **Check the appropriate box** | **Description** |
| **☐** | **YES**, we intend to submit a proposal. |
| **☐** | **NO**. We are unable to submit a competitive proposal for the requested services at the moment |

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

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
| **☐** | The requested services are not within our range of supply |
| **☐** | We are unable to submit a competitive proposal for the requested services at the moment |
| **☐** | The requested services are not available at the moment |
| **☐** | We cannot meet the requested terms of reference |
| **☐** | The information provided for proposal purposes is insufficient |
| **☐** | Your RFP is too complicated |
| **☐** | Insufficient time is allowed to prepare a proposal |
| **☐** | We cannot meet the delivery requirements |
| **☐** | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below. |
| **☐** | Sustainability criteria/requirements are too stringent (if applicable) |
| **☐** | We do not export |
| **☐** | We do not sell to the UN |
| **☐** | Your requirement is too small |
| **☐** | Our capacity is currently full |
| **☐** | We are closed during the holiday season |
| **☐** | We had to give priority to other clients’ requests |
| **☐** | The person handling proposals is away from the office |
| **☐** | Other (please provide reasons below): |
| Further information: Click or tap here to enter text. | |
| **☐** | We would like to receive future RFPs for this type of services |
| **☐** | We don’t want to receive RFPs for this type of services |

Questions to the Supplier concerning the reasons for no proposal should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

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

Before submitting your Proposal, please ensure compliance with the instructions in Section 1: Instructions to Proposers and Section 2: Data Sheet.

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Proposal Forms?** |  |
| * Form A: Proposal confirmation | ☐ |
| * Form B: Checklist |  |
| * Form C: Terms of Reference/Statement of Works Acceptance Form | ☐ |
| * Form D Proposer information |  |
| * Form E: Joint Venture/Consortium/Association Information (only if applicable). | ☐ |

**Financial Proposal:**

|  |  |
| --- | --- |
| * Where Financial Proposal to be attached using bidder forms showing their prices for the required destinations. | ☐ |

## FORM C: Terms of Reference/Statement of Works Acceptance form

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to supply the services required for Click or tap here to enter text. in accordance with your Request for Proposals No. Click or tap here to enter text.. We hereby we confirm to:

Fully acceptance of Section 5.Terms of Reference/Statement of Works

or otherwise we would like to amend/ comments for Section 5. Terms of Reference/Statement of Works

[Please list down the point you would like to comments/ amend and why otherwise delete this].

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

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

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## FORM D: PROPOSER INFORMATION

Please refer to the attached Form D Vendor information sheet and code of conduct and fill in only in case you are not registered at IOM Iraq otherwise, please write down registered vendor at IOM Iraq mission.

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION (only if applicable).

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

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

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of services to be performed** |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture ***OR*** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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