

TERMS OF REFERENCE

Transportation service for Syria Response and Cross Border Operations

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 the Syria Response, IOM now invites all interested Bidders to submit their *"Bid for the provision of transportation services to IOM Türkiye Mission."* The service includes domestic (Türkiye) and cross border operations (to Syria), which aim to transport relief goods to those in need. Operations also cover border crossing activities into Syria. In this regard, the related locations include but are not limited to those outlined in Annex A – Destinations.

Annexes of ToR

Annex A – Destinations

Annex B – Technical specification of trucks

Annex C – Truck Inspection Report

**N.B.: Bids shall be valid for a period of 12 months (the Bidder shall indicate the appropriate Price Schedule for this period).*

Trucks requirements

Wheel Number	Capacity	Make	Type
Min. 12-Wheeler	27 Tons	Min 2013	Semi-Trailer (Sliding type, openable)
10-Wheeler	15 Tons	Min 2013	Truck
Mini truck	Up to 6 tons	Min 2013	Truck

The trucks provided by the service provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The service provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately and free of charge, in case of accidents/incidents and/or for maintenance purposes. The service provider maintains regular monitoring of the technical condition of the trucks. The regular inspection of tires and brake systems and their timely replacement is particularly important. IOM reserves the right to inspect the trucks presented by the service provider regularly. To this end, the service provider should be ready to submit for inspection the following documents: Annex C – Truck Inspection Report

IOM also reserves the right to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reason, IOM will consider the trucks as non-operational and shall refuse them. In the event that IOM must seek a third party to replace a truck not provided by the service provider at the scheduled time, all related costs will be charged to the Service Provider, and this will be applied in case of a delay in arriving upon request.

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 the award of PO or Agreement, without obligation to inform the affected bidder/s regarding the reason/s for IOM action.

General Information of Services

1. Details of General Services required

1.1. The service provider shall provide the necessary equipment, vehicles, facilities, qualified personnel, expertise, and other means necessary to perform the door-to-door service which include fully fledged transportation service, and other all-inclusive services in accordance with the best commercial practice.

1.2. The service provider shall advise on better conditions or options available to IOM, such as information regarding tariffs, carriers, etc.

1.3. The contractor shall be aware of international conventions, local laws and Syria Humanitarian response transportation regulations with regards to:

A) Customs for export of goods (especially Humanitarian aid cargo export procedures)

B) Carriage of goods by land

C) Insurance policies of land transportation (The goods must be covered by proper and comprehensive insurance for loss, damage etc.)

In case of custom services needed and requested by IOM, since customs clearance costs and insurance fees are in the category of external costs, the relevant supplier must present these costs as bare (on a non-profit basis/without any profit). Details of the relevant expenses such as receipts or bills will be shared with IOM.

2. Scope of the work

2.1 The service provider shall be responsible for the transportation of shipments to designated locations in both Türkiye and/or Syria, in compliance with the agreed terms. See Annex A – Destinations for more information.

2.2. The service provider shall ensure cargo is loaded correctly and in a timely manner while avoiding any actions that may result in potential delays or cost.

2.3 IOM shall provide the service provider with shipping documents giving a description, copy of the Waybill and relevant supporting documentation if needed.

2.4. The service provider should complete the necessary documents for the full customs clearance (if needed) and coordinate the prompt submission of the necessary documents to the relevant government departments/ Ministries including the custom authorities. This means that the names of the drivers should not be changed on a short notice (24 hours before scheduled delivery).

2.5. The service provider will advise on the suitable routes and transport vehicle requirements (if necessary).

- 2.6. Immediate notification of IOM in the event of significant delays or issues associated with on-land transportation or any other issues.
- 2.7. The service provider should comply with the delivery schedule stated in their proposal and aforementioned terms.
- 2.8. The service provider must submit the duly signed waybills with IOM upon the service completion.
- 2.9. The service provider accepts the UN control mechanism rules and regulations as well as IOM's internal control mechanism to increase the efficiency and accountability of the service.
- 2.10. The driver should be prepared to travel to any of the open border crossings and be ready to cross into another country on short notice. IOM reserves the right to alter the final destination, based on changes on the ground; therefore, the service provider must maintain full flexibility. If modifications result in additional fees, the service provider must inform and receive confirmation from IOM prior to proceeding.
- 2.11. There should be no unnecessary changes to the trucks after arrival to IOM Warehouse in Burc, even if there is a change in the final destination. IOM will not accept any changes to the trucks after they are loaded.
- 2.12. Although the allocation of services is established at the district level, service providers are obligated to provide assistance in subdistricts when necessary. All bidders consent to the subdistrict level service provision, should it be required, subject to the conditions established at the district level.

3. Service documents

- 3.1. IOM will provide to the service provider according to requirement of shipment:
- a) Waybill (contain details of shipment, route and other details).
 - b) Shipping invoice/packing list, if necessary (humanitarian aid purpose – no commercial value).
 - c) Any other required documents.

4. Performance Measures/ Key performance indicator

- 4.1. Complete the transportation process without any unnecessary delay. However, there should be adequate time allocated by the Service Provider for the offloading of items at the final destination.
- 4.2. Upload online electronic copies for the delivered waybills and delivery notes within 24 hours of the completed delivery.
- 4.3. Provide the service completion documents without delay.

5. Insurance coverage

- 5.1. The service provider will ensure that the goods are fully insured (All risk insurance) to the value of the vehicle and cargo contained therein against normal risks (Fire, theft, flood and third party liability).
- 5.2. The service provider shall offer every assistance to IOM and/or the designated insurance company in loading and offloading and pursuing claims for loss or damage in transit with the relevant parties. The

service provider shall always protect the interest of IOM and ensure settlement is reached without delay, in accordance with the relevant regulations, subject to inherent delays of the relevant legal system.

6. The commodity details

Shelter (e.g., tents/RHU), non-food (e.g., blankets, mattresses), health (e.g., medicine) and WASH items (e.g., baby diapers, hygiene kits).

7. Invoicing and payment

7.1. The service provider shall invoice IOM on monthly basis for the calendar period, starting from 1st to last date of month. The invoice shall be issued no later than 10 working days after the beginning of next month.

7.2. The invoices shall include a breakdown of costs detailing all corresponding charges per consignment with a copy of the external costs' receipts/bills (if any) such as customs clearance and insurance.

7.3. All invoices submitted to IOM must show a detailed breakdown of services and charges, and evidence of services rendered is to be provided with each invoice via signed waybills or equivalent as proof of delivery. Failing to do so may result in a delay in or rejection of payment of the concerned line items.

7.4. The service provider will promptly inform IOM for purpose of approval of any situation under procurement which may impose additional financial obligations on IOM.

Custom Clearance Terms of Reference and Requirements

In the framework of IOM Emergency and Refugee Humanitarian Assistance Program, IOM invites interested Bidders to submit a "Bid" for the long-term provision of Customs Clearance services to IOM Türkiye mission following:

- A) All borders in Syria-Türkiye (Cilvegözü, Öncüpınar and Çobenbey borders/land transportation)
- B) All operations from/to abroad (Import/Export – diplomatic based)

Bids shall be valid for a period of 12 months (the Bidder shall indicate the appropriate Price Schedule for its best fixed long-term prices in TRY or USD for 12 months).

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 the award of the Agreement, without obligation to inform the affected Bidder/s of the ground for IOM action.

1. Details of General Services Required

1.1 The service provider shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance service in accordance with the best commercial practice.

1.2 The service provider shall advise on better conditions or options available to IOM, such as information that may regard tariffs, carriers, etc.

- 1.3 The service provider shall be aware of international conventions and local laws with regard to:
- A) Customs for import/export of goods
 - B) Custom-related works of goods by land transportation within Syria and over the borders.
 - C) Custom-related works of goods by land transportation, sea and airways from/to Türkiye.

2. Details of Border of Entry Service Required

2.1 The service provider shall be responsible for the receipt, handling, and customs clearance of shipments at the following borders of entry:

- A) Cilvegözü – Bab Al-Hawa (Syria operations).
- B) Öncüpınar – Bab-Al-Salam (Syria operations).
- C) Çobanbey – Al-Rae (Syria operations).
- D) Any additional borders and ports of entries for import/export operations in Türkiye (land, sea, air).

2.2 The service provider shall ensure cargo is cleared correctly and in a timely manner while avoiding any actions that may result in potential delays or costs.

2.3 Additional border of entry for Syria operations may be added during the course of this contract.

2.4 Additional service points (port of entry) may be added during the service period in case of needs (e.g., international shipments, custom clearance of imports).

2.4 For each shipment, IOM shall provide the service provider with shipping documents giving a description, a copy of the relevant supporting documentation for customs compliances, such as invoices, packing list, free export form, waybills, Takrir, certificate of origin, tax exemption certificate etc. when available.

2.5 The service provider provides the necessary documents for the full customs clearance and coordinates the prompt submission of the necessary documents to the relevant government departments/ Ministries, including the revenue Authority and customs/ Border Authorities.

2.6 Clear all IOM supplies as per the shipping documents sent by IOM or the nominated company.

2.7 Provide IOM with the appropriate documents for customs clearance validation and clearance service.

2.8 Immediate notification of IOM in the event of significant delays or issues associated with customs clearance.

2.9 Applies and complies with all regulations of KHK/640 and other circulars that are related to customs duties determined by the host country/Türkiye.

3. Performance Measures/ Key performance indicator

- 3.1 Complete the clearance process without any unnecessary delay.
- 3.2 Maintain a transparent channel of communication with IOM, ensuring consistent updates to the designated focal point. Promptly inform the focal point of any requisite actions as they arise.
- 3.3 Establish an effective process cycle in terms of service.

4. Liability

4.1 The service provider shall offer every assistance to IOM and ensure that all process of service completes in compliance with the related rules and regulations. The service provider shall always protect the interest of IOM and ensures settlement is affected without delay, in accordance with the relevant regulation, subject to inherent delays of the relevant legal system.

5. The main commodities related to customs clearance are, but will not be limited to:

- 5.1 NFI items – Mattresses, blankets, solar lamp, jerrycans, kitchen set, carpet, hasira, clothing kits.
- 5.2 Shelter items – Plastic sheet, family tent, mobile storage unit, relief housing units, shelter repair tools and items (nails, screws, tie wire etc.).
- 5.3 WASH items – Hygiene Kits, sanitary pad, soap, diapers, aqua tabs.
- 5.4 Health items – Covid test kit, medicine, test kits, protective gear and sanitizers.
- 5.5 Food items – Food basket and Ready-to-eat rations (RTERs).
- 5.6 Any other items may be added by IOM during the service period.

6. Service Request

IOM Operations/Logistics unit will share a service request with the service provider via email clearing detailing the location, and service required, and this service request email will be attached to the invoice for payment processing.

7. Invoicing and payment

- 7.1 The service provider shall invoice IOM on monthly basis for the calendar period, starting from 1st to last date of month. The invoice shall be issued no later than 10 working days after the beginning of next month.
- 7.2 The invoices shall include a breakdown of costs detailing all corresponding charges per consignment with a copy of the Service Request email from IOM Operations Unit.
- 7.3 All invoices submitted to IOM must show a detailed breakdown of services and charges, and evidence of service rendered is to be provided with each invoice. Failing to do so may result in delay in or rejection of payment of the relevant line item.
- 7.4 The service provider will promptly inform IOM for purpose of approval of any situation under the contract, which may impose additional financial obligations on IOM.

ANNEX A – DESTINATIONS (PRICE SCHEDULE PURPOSES)

**Neither Çobanbey nor Oncüpinar borders feature a UN Hub. As a result, shipments will be transported directly to the final destination from our Burc warehouse via the accessible entrances (Bab al-Salam and Al-Raee). However, please refer to the table below for information regarding the two phases operations in which you must submit your price proposal (from warehouse to border and from border to Syria). The main reason is to be ready for possible future changes of modality. **

Shipments From/to IOM Warehouses To/from Different Destinations (Includes direct transportation from Burc WH to Syria through the Oncupinar and Cobanbey Borders)						
No.	Destination		Lump sum rate per one way trip			Trip Duration
			Min 12-Wheeler	10-Wheeler	Small Truck	Est. Hour/ Km
			(27 Tons)	(15 Tons)	(up to 6 tons)	
1	Gaziantep IOM Burc Warehouse	Hatay IOM Warehouse				
2		Oncupinar/Bab al-Salam				
3		Cilvegözü-Bab El-Hawa				
4		Çobanbey - Al-Raee				
5		Malatya				
6		Adıyaman				
7		Şanlıurfa				
8		Kahramanmaraş				
9		Diyarbakır				
10		Mersin				
11		Kilis				
12		Afrin				
13		Aghtrin				
14		Al Bab				
15		Arima				
16		Azaz				
17		Ghandorah				
18		Jandairis				
19		Jarablus				
20		Mabtali				
21		Mare				

22	Mersin (City Center or Port)	Raju				
23		Sharan				
23		Oncupinar/Bab al-Salam				
24		Cilvegözü-Bab El-Hava				
25		Çobanbey - Al-Raee				

Charges	Min 12-Wheeler	10-Wheeler	Small truck
Waiting Cost/Daily			
Cancellation fee			

Shipments From the Border to Different Destinations in Syria						
No.	From	Destination	Lump sum rate per one way trip			
			Min 12-Wheeler	10-Wheeler	Small truck	Trip Duration
			(27 Tons)	(15 Tons)	up to 6 tons	Est. Hour/Km
1	Oncupinar/Bab al-Salam	Afrin				
2		Aghtrin				
3		Al Bab				
4		Ariha				
5		Arima				
6		Armanaz				
7		Atareb				
8		Azaz				
9		Badama				
10		Bennsh				
11		Dana				
12		Daret Azza				
13		Darkosh				
14		Ghandorah				
15		Harim				

16		Idleb				
17		Jandairis				
18		Janudiyeh				
19		Jarablus				
20		Jisr-Ash-Shugur				
21		Kafr Takharim				
22		Maaret Tamsrin				
23		Mabtali				
24		Mare				
25		Mhambal				
26		Qourqeena				
27		Raju				
28		Salqin				
29		Sharan				
30		Suran - Aleppo				
1	Çobanbey/Al-Raee	Afrin				
2		Aghtrin				
3		Al Bab				
4		Ariha				
5		Arima				
6		Armanaz				
7		Atareb				
8		Azaz				
9		Badama				
10		Bennsh				
11		Dana				
12		Daret Azza				
13		Darkosh				
14		Ghandorah				
15		Harim				
16		Idleb				
17		Jandairis				
18		Janudiyeh				
19		Jarablus				
20		Jisr-Ash-Shugur				
21		Kafr Takharim				
22		Maaret Tamsrin				

23		Mabtali				
24		Mare				
25		Mhambal				
26		Qourqeena				
27		Raju				
28		Salqin				
29		Sharan				
30		Suran - Aleppo				

Shipments From the Border to Different Destinations in Syria						
No.	From	Destination	Lump sum rate per one way trip			
			Min 12- Wheeler	10- Wheeler	Small truck	Trip Duration
			(27 Tons)	(15 Tons)	up to 6 tons	Est. Hour/Km
1	Cilvegözü-Bab El-Hawa	Afrin				
2		Aghtrin				
3		Al Bab				
4		Ariha				
5		Arima				
6		Armanaz				
7		Atareb				
8		Azaz				
9		Badama				
10		Bennsh				
11		Dana				
12		Daret Azza				
13		Darkosh				
14		Ghandorah				
15		Harim				
16		Idleb				
17		Jandairis				
18		Janudiyeh				

19	Jarablus				
20	Jisr-Ash-Shugur				
21	Kafr Takharim				
22	Maaret Tamsrin				
23	Mabtali				
24	Mare				
25	Mhambal				
26	Qourqeena				
27	Raju				
28	Salqin				
29	Sharan				
30	Suran - Aleppo				

Charges	Min 12-Wheeler	10-Wheeler	Small Truck
Waiting Cost/Daily			
Cancellation fee			

ANNEX B – TECHNICAL SPECS OF TRUCKS

Annex B

Item Description : Truck	
IOM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Length : Min 7,2 m	
Width : 2,45 - 2,55 m	
Height : 2,70 - 3,15 m	
Payload Capacity: 0-15 Tons	
Wheel : 10 Wheeler	
Axle : 3 Axles	
Trailer Type : Open/Close Top	
Made of Year : Min 2013	

The trucks provided by the service provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The service provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately and free of charge, in case of accidents/incidents and/or for maintenance purposes. The service provider is to maintain regular monitoring of the technical condition of the trucks. The regular inspection of tires and brake systems and their timely replacement is particularly important. IOM reserves the right to inspect the trucks presented by the service provider regularly. To this end, the service provider should be ready to submit for inspection the following documents: **Annex C – Truck Inspection Report.**

IOM also reserves the right to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the service provider at the scheduled time, all related costs will be charged to the Service Provider, and this will be applied in case of a delay in arriving upon request.

Name of Bidder: _____

Signature: _____

Date: _____

Item Description : Semi-Trailer	
IOM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Length : Min 13 m	
Width : 2,45 - 2,55 m	
Height : 3-4 m	
Payload Capacity : 0-27 Tons	
Wheel : 12-20 Wheeler	
Axle : Min 4 Axles	
Trailer Type : Box Trailer	
Made of Year : Min 2013	
Other: Open sided (upon request)	

The trucks provided by the service provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The service provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately and free of charge, in case of accidents/incidents and/or for maintenance purposes. The service provider is to maintain regular monitoring of the technical condition of the trucks. The regular inspection of tires and brake systems and their timely replacement is particularly important. IOM reserves the right to inspect the trucks presented by the service provider regularly. To this end, the service provider should be ready to submit for inspection the following documents: **Annex C – Truck Inspection Report.**

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Name of Bidder: _____

Signature: _____

Date: _____

Item Description : Semi-Truck	
IOM SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Length : Min 4 m Width : Min 2 m Height : Min 1.9 m Payload Capacity : Up to 6 Tons Wheel : 4-6 Wheeler Axle : 1 Axle Trailer Type : Open/Close top Made of Year : Min 2013 Other: Trailer type may change upon the request	

The trucks provided by the service provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The service provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately and free of charge, in case of accidents/incidents and/or for maintenance purposes. The service provider is to maintain regular monitoring of the technical condition of the trucks. The regular inspection of tires and brake systems and their timely replacement is particularly important. IOM reserves the right to inspect the trucks presented by the service provider regularly. To this end, the service provider should be ready to submit for inspection the following documents: **Annex C – Truck Inspection Report.**

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Name of Bidder: _____

Signature: _____

Date: _____