

REQUEST FOR PROPOSAL (RFP)

Rental of Boats for the Transportation of Humanitarian Cargo

RFP Reference No.: JUB/03/2023/SERV

Location: South Sudan

Issued on: 06-Mar-23

SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM 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: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Conditions of Contract and Contract Forms (enclosed separately)

Section 7: Proposal Forms

- Form A: Checklist
- Form B: Technical Proposal Submission
- Form C: Proposer Information
- Form D: Joint Venture/Consortium/Association Information
- Form E: Eligibility and Qualification
- Form F: Format for Technical Proposal
- Form G: Financial Proposal Submission
- Form H: Format for Financial Proposal

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 3: Data Sheet.

We look forward to receiving your Proposal.

Tahlil Wardere
Head of Supply Chain

International Organization for Migration
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www.iom.int | [Facebook](#) | [Twitter](#)

SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
1. Scope	<p>Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.</p> <p>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.</p>
2. 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.
3. 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 .
4. Eligible proposers	<p>Proposers shall have the legal capacity to enter into a binding contract with International Organization for Migration.</p> <p>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 3: 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.</p> <p>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 IOM 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.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; • Other sanctions list, if applicable, as per the discretion of the IOM.
5. 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.
6. Publicity	During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.
SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

	<p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>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.</p>
8. Amendment of solicitation documents	<p>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.</p> <p>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.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	<p>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.</p>
10. Language	<p>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 3: Data Sheet.</p>
11. Documents establishing eligibility and qualifications of the proposer	<p>The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.</p>
12. Technical proposal format and content	<p>The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>The financial proposal shall be prepared using the form provided in Section 7 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.</p> <p>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.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
14. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> • 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 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.
15. Duties and taxes	<p>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 3: Data Sheet</p>

<p>16. Proposal validity period</p>	<p>Proposals shall remain valid for the period specified in Section 3: 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>17. Joint Venture, Consortium or Association</p>	<p>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:</p> <ul style="list-style-type: none"> ● 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> ● 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.

	<p>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.</p> <p>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.</p>
<p>18. Only one proposal</p>	<p>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.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● 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.
<p>19. Alternative proposals</p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: 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.</p> <p>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.</p>
<p>20. Pre-proposal conference</p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer. IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.</p>

	<p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer's conference or issued/posted as an amendment to RFP.</p>
21. Errors or omissions	<p>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.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
22. Proposers' responsibility to inform themselves	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> ● 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, 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. <p>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.</p>
23. No material change(s) in circumstances	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● 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	
24. Instruction for proposal submission	<p>The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>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.</p> <p>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.</p>
25. Deadline for proposal submission	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: 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</p>

	<p>proposal was received by IOM.</p> <p>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.</p>
<p>26. Withdrawal, substitution and modification of proposals</p>	<p>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”.</p> <p>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.</p> <p>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.</p>
<p>27. Storage of proposals</p>	<p>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 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.</p>
<p>28. Proposal opening</p>	<p>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.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>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.</p> <p>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.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<p>29. Late proposals</p>	<p>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.</p> <p>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.</p>
<p>EVALUATION OF PROPOSALS</p>	
<p>30. Confidentiality</p>	<p>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</p>

	<p>contract award.</p> <p>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.</p>	
<p>31. Evaluation of proposals</p>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals. 	
<p>32. Preliminary examination</p>	<p>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.</p>	
<p>33. Evaluation of eligibility and qualification</p>	<p>The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).</p>	
<p>34. Evaluation of technical and financial proposals</p>	<p>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 point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <table border="1" data-bbox="513 1592 1433 1854"> <tr> <td> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g., 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p> </td> </tr> </table>	<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g., 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p>
<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g., 60%) + (FP Rating) x (Weight of FP, e.g., 40%)</p>		
<p>35. Post-qualification</p>	<p>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:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer. 	

	<ul style="list-style-type: none"> b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team. c) 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. d) 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. e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer. f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>36. Clarification of proposals</p>	<p>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).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>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.</p>
<p>37. Responsiveness of proposal</p>	<p>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:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposed by correction of the material deviation, reservation, or omission.</p>
<p>38. Nonconformities, reparable errors and omission</p>	<p>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.</p> <p>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.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) 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

	<p>shall be corrected;</p> <p>b) 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</p> <p>c) 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.</p> <p>If the proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.</p>
39. 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	
40. 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 3: Data Sheet.
41. 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.
42. 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.
43. 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.
44. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
45. Liquidated Damages	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM 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.
46. 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 mescu@iom.int

SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is JUB/03/2023/SERV</p> <p>The services include Boats rental from Juba and/or river ports to various destinations in South Sudan as further described in Section 5 of this RFP.</p> <p>The proposer can also include boats rental from Malakal river port to various destinations within location in Upper Nile.</p> <p>Based on the results of this competitive solicitation exercise, International Organization for Migration 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 International Organization for Migration operations in Juba, Bor and Malakal South Sudan. In the event of signing Long Term Agreement(s), the following shall apply:</p> <p>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 International Organization for Migration.</p> <p>The expected duration of the LTA is one (1) year with the possibility of extension for another two (2) additional years subject to the proposer’s satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased under this RFQ is USD 2,400,000 (Two Million Four Hundred US Dollars) for the entire duration of the contract. LTAs are considered non-exclusive, and the estimated volume of works is based on a forecast of needs and does not constitute a commitment to place orders up to the volume of works.</p> <p>International Organization for Migration reserves the right to enter LTAs with more than one proposer and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible proposers	Bidders from all countries are eligible to bid.
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents: Focal Person: Ralph Lyndon Silerio with following email rsilerio@iom.int or Tahlil Wardere at Twardere@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).</p> <p>Deadline for submitting requests for clarifications / questions: 14 Marc 2023</p> <p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries: Direct communication to prospective proposers by email.</p>

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 Services is: Allowed per Lot. Submitting proposals for sub-parts of the Lot is not allowed.
14.	Currencies	Prices shall be quoted in US Dollars.
15.	Duties and taxes	All prices shall: Be exclusive of VAT and other applicable indirect taxes.
16.	Proposal validity period	90 days
	Validity of Proposal Price	12 months from the date of Contract
17.	Proposal security	Not Required
20.	Alternative proposals	Shall not be considered.
21.	Pre-proposal conference	Will not be conducted
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> E-tendering</p> <p><input type="checkbox"/> Email</p> <p><input checked="" type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other</p> <p>SUBMISSION BY COURIER/HAND DELIVERY:</p> <p>Proposal must be submitted in a sealed envelope and must be labelled</p> <p>The Technical Proposal shall be sent in a separate envelope with the mandatory subject line: Technical Proposal JUB/03/2023/SERV</p> <p>The Financial Proposal shall be sent in a separate envelope with the mandatory subject line: Financial Proposal JUB/03/2023/SERV</p> <p>Proposal submission address:</p> <p>IOM Logistics Office New Industrial City, Northern Bari, Juba, South Sudan</p>
27.	Deadline for proposal submission	Date: 20-Mar-23 Time: 17:00 hrs Time zone: UTC+2
30.	Proposal Opening	<input checked="" type="checkbox"/> Public proposal opening will not be held
36.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <p><input checked="" type="checkbox"/> Combined scoring method using a distribution of 60%-40%. Technical proposal - Financial proposal</p> <p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points.</p>
43.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 25%</p> <p>The maximum percentage by which quantities may be decreased is 25%</p>
	Contract award to one or more proposer	IOM will award a contract to: One or more proposers depending on price competitiveness and responsiveness of the proposal
	Type of contract to be awarded	Boats Lease Agreement and Purchase Order See Section 6: for sample contract.

	Expected date for commencement of contract	01-Apr-23
49.	Liquidated damages	Will be imposed as follows: IOM reserves the right to charge a penalty of 0.1% of the total price for every day of breach of the delivery schedule by the Proposer

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the Proposal	All documents requested in Section 2: Instruction to Proposers have been provided and are complete.
Proposer accepts all General Conditions of Contract as specified in Section 6.	Form B: Technical Proposal Submission
Proposal Validity	Form B: Technical Proposal Submission

Minimum Eligibility and Qualification Criteria

Minimum eligibility and qualification criteria will be evaluated on a Pass/Fail basis.

If the Proposal is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form C: Proposer Information
Proposer (as well as any parent, subsidiary or affiliate companies) is not listed in, or associated with a company or individual listed in the Compendium of United Nations Security Council Sanctions Lists (https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list)	Form B: Technical Proposal Submission
Proposer undertakes not to engage in proscribed practices (including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice), with the IOM or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the IOM.	Form B: Technical Proposal Submission
Proposer is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form B: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form B: Technical Proposal Submission
The Proposer has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form B: Technical Proposal Submission

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form E: Eligibility and Qualification
Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form E: Eligibility and Qualification
Previous Experience:	
Minimum five (5) years of relevant experience.	Form E: Eligibility and Qualification
Minimum three (3) contracts of similar value, nature and complexity implemented over the last five (5) years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form E: Eligibility and Qualification
Financial Standing:	

Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last three years	Copy of audited financial statements for the last three years. / Form E: Eligibility and Qualification
Turnover: Proposers should have annual sales turnover of minimum 100,000 US Dollars for the last three years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Copy of audited financial statements for the last three years. Form E: Eligibility and Qualification

Technical Evaluation

The Technical Proposals of Proposers shall be evaluated based on the following criteria and sub-criteria:

#	Criteria	Obtainable Points
1	Company profile, specific experience of the proposer, relevant to the assignment Provide a company history of Boats offered that includes experience, particularly in South Sudan, area(s) of service, type of operation, major client and other relevant information IOM should know about services offered	30%
2	Key professional staff qualifications and competence for the assignment Provide proposed key personnel bio, certificates, licenses etc. proving their adequate proficiency and expertise for the assignment	20%
3	Fleet capacity/Proposed Earth Moving Equipment (owned + 5%) Proof of ownership must be presented (logbooks under the company name)	25%
4	Financial capacity, proposers are required to demonstrate their ability to comply with the requirements of IOM and have sufficient financial resources to implement the assignment. Provide a reference from the bank evidencing of adequacy of working capital (access to line(s) of credit & availability of other financial resources); Audit Reports for the last three (3) years	25%
Total:		100%

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

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

- a) late submission, i.e., after the deadline set
- b) failure to submit any of the technical requirements and provisions provided under the Instruction to Proposers and Terms of Reference (TOR).

Financial Evaluation

After completion of the Technical Proposal evaluation, IOM shall notify those Proposers whose proposal did not meet the minimum qualifying score or were considered nonresponsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

IOM reserve the right to conduct opening of Proposals in public or not.

IOM Bids Evaluation and Award Committee (BEAC) shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

IOM BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The Financial Proposal of Proposers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$Sf = 100 \times FI / F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,
 FI is the price of the lowest Financial Proposal, and
 F is the price of the Financial Proposal under consideration.

The Proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.60; F = the weight given to the Financial Proposal = 0.40; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

Evaluation of Price shall be conducted in the following manner:

Item No.	Port of Departure	Port of Destination	Boat Capacity	Cost of rental in US Dollar
1	Juba	Malakal	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons	
2	Juba	Bentiu	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons	
3	Juba	Melut	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons	
4	Bor	Malakal	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons	
5	Bor	Bentiu	10 metric tons 15 metric tons 25 metric tons 30 metric tons	

			40 metric tons 50 metric tons 60 metric tons	
6	Bor	Melut	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons	
Remarks : The proposer can also offer boats with various capacity from Malakal Port to different destination in Upper Nile				

The Proposer achieving the highest combined technical and financial score will be invited for negotiations.

SECTION 5: TERMS OF REFERENCE

Assignment: Rental of Boat with various capacity for the Transportation of Humanitarian Cargo

Location: from Juba, Bor and Malakal port to different destination

Duration: 12 Months with possibility to extend to additional 24 months

Reporting to: Logistics Unit

a) Background and Objectives

The aim of this RFP is to contract one or several duly licensed and competent Proposers for provision Boats for the Transportation of Humanitarian Cargo services throughout the locations of IOM South Sudan operations, where the Services shall be deemed necessary. For the purpose of this RFP the term “Boats Rental for the Transportation of Humanitarian Cargo Services” will be used as a reference to all type of services listed in the Scope of Services of this Terms of Reference.

IOM South Sudan Country Office will award a Long-Term Agreement (LTA) to the best technical and financial offer for on-call/as needed earth moving equipment rental. IOM has the right to issue more than one LTA for the same Services.

Figures stated in this RFP are indicative and do not represent a commitment that IOM will utilize a certain quantity. Quantities may vary and will depend on the actual requirements.

The Services will be provided throughout the term of contract signed between IOM and the selected Proposer(s). The Proposer will abide by all applicable laws and standards to ensure the Services are provided in a safe and professional manner.

The Proposers should quote for the entire Services for the equipment rental per types indicated below. Conditions for applying to part or sub-parts of the Services under this RFP are allowed. The evaluation of proposals will be made per lot. IOM reserves the right to select the overall most favorable solution at its discretion and split contract among the Proposers per lot.

The Proposer will adhere to minimum requirements of IOM stipulated for Boats Rental for the Transportation of Humanitarian Cargo. Some of these requirements are stated therein.

b) Scope of the Services

The Proposer will be responsible for provision Boats Rental for the Transportation of Humanitarian Cargo upon request of IOM. Requests for equipment will be on demand basis. IOM will provide the date, the equipment required in advance

giving reasonable time for them to prepare. The Services should be rendered at any given time, including on the weekend or national holidays, upon request of IOM.

The equipment provided by the Proposer are to include the Boats operators, an adequate supply of fuel, lubricants, spare parts, and equipment. IOM may request the Boats or equipment to bear IOM markings.

Proposers should provide a fixed rate per type of equipment as indicated in Financial Proposal Form. This rate shall include costs of any incidental services related to the Services such as, but not limited to salaries and allowances of drivers for each vehicle, comprehensive motor vehicle insurance, the vehicles' maintenance, repair, any taxes, tolls and levies, fuel and unlimited mileage, and etc.

Such fixed rate should remain the same regardless of road conditions, topography, weather conditions and/or any other factors.

Prices quoted by the Proposer should be valid minimum for the period of one (1) year and shall be fixed during Proposer's performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted proposal with an adjustable price will be treated as non-responsive and will be rejected.

c) Requirements

Requirements are comprised of the following Lots:

Item No.	Port of Departure	Port of Destination	Boat Capacity
1	Juba	Malakal	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons
2	Juba	Bentiu	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons
3	Juba	Melut	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons
4	Bor	Malakal	10 metric tons 15 metric tons 25 metric tons 30 metric tons

			40 metric tons 50 metric tons 60 metric tons
5	Bor	Bentiu	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons
6	Bor	Melut	10 metric tons 15 metric tons 25 metric tons 30 metric tons 40 metric tons 50 metric tons 60 metric tons
Remarks : The proposer can also offer boats with various capacity from Malakal Port to different destination in Upper Nile			

IOM will maintain Vehicle Request in the Form of Purchase Order and for the purpose of payments. The mentioned document will be signed by IOM designated personnel in each location to confirm delivery and receipt of goods. The Proposer is responsible to keep a copy of delivery documentations and submit to IOM for cross-checking and remittance of payments on a monthly basis. IOM will pay based on actual amount for Services rendered.

Depending on volumes of required works, IOM will request multiple boats as specified in the Financial Proposal Form.

The Proposers bear an ultimate responsibility for safety of both equipment and operators during the rental period. If, at any time, contracted services have 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. IOM will not be held liable for any losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature arising out of execution of the Contract.

In case of need of an equipment is not listed in the Financial Proposal Form and the Proposer is required to provide the Services, Parties will negotiate a new price taking existed priced or current market price. Any new prices are subject to amendment to the Contract.

As part of technical requirements of this RFP, the following documents should be provided along your:

A. Technical Proposal:

- 1) Completed (ticked), signed and sealed Form A: Checklist;
- 2) Completed, signed and sealed Form B: Technical Proposal Submission Form;
- 3) Completed, signed and sealed Form C: Vendor Information Sheet;
- 4) Completed, signed and sealed Form D: Joint Venture/Consortium/Association Information (**only if applicable**);
- 5) Completed, signed and sealed Form E: Eligibility and Qualification, including the following:

-Company Profile (description of the background and organization of your firm/entity and each associate for the assignment, including similar contracts/experience with public sector, UN Agencies, NGO's and related contracting authorities);

-Statements of Satisfactory Performance from the Top 3 (three) Clients or more;

- A list of proposed drivers (copy of driving license, CV, qualification documents and insurance certificate for each proposed driver);
- A list of proposed equipment (including a copy of technical documentation, inspection certificates and Comprehensive insurance policies for each proposed vehicle);
- Business Registration Certificate.
- Business License.
- Taxpayer Registration Certificate.
- Financial capacity, annual turnover in the last three (3) years (a bank statement/financial statements/Audited Financial Statements for the last 3 years).

B. Financial Proposal (in one envelope):

- 1) Completed, signed and sealed Form G: Financial Proposal Submission; and
- 2) Completed, signed and sealed Form H: Format for Financial Proposal.

The following requirements should be met under this RFP:

- a) The Proposer must possess with adequate fleet of Boats available in Juba and Bor as required by IOM at all times;
- b) The Proposer warrants that it is the legal owner of the Boats, and that the vehicles are properly registered and insured by reputable insurance company for the entire duration of the Contract;
- c) The drivers and or operator will also be insured during the performance of services in accordance with applicable national legislation for the entire duration of the Contract;
- d) It is responsibility of the Proposer to ensure safe driving and machine operation and that all appropriate national transport regulations and standards are met;
- e) The Boats operator of the Proposer, assigned to vehicles are properly licensed and trained;
- f) IOM reserves the right to change the quantities, time and locations of service at any time at its discretion;
- g) The Proposer is fully responsible for all the maintenance and repair of each Boats including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted as per manufacturer's recommendations. During such maintenance or repair, the Proposer shall provide IOM with a service vehicle or equipment of the same quality, type and condition as the vehicle/equipment which is undergoing maintenance.
- h) IOM will not be responsible to the Proposer for any loss to any vehicle or equipment. IOM shall not be responsible for the security of the operators neither during, nor outside the period of IOM operation. Apart from the agreed fee, IOM will bear no responsibility towards the Proposer, in particular not for claims that maybe raised by third parties against the Proposer.
- i) The Proposer shall ensure that during the operation, each operators, vehicles and equipment must carry a sufficient fund and fuel needed along the rentals activities.
- j) The Proposer shall transport and operate ONLY the IOM projects as instructed by IOM Logistics/or authorized representative. Boats operators must not accept any order from non-IOM authorized staff. No arms, unauthorised passengers and prohibited or dangerous items shall be carried/transported on-board the IOM contracted vehicles.

Handling Staff

The Proposer must possess with adequate pool of staff for ground handling services and be capable to deploy in number, time and location requested by IOM. All responsibilities associated with safety and security, insurance, compliance to national labour code, health and welfare of the staff deployed for handling services lies with the Proposer.

Proposer should be able to mobilize staff within 24 hours' notice or less based on emergency needs.

Minimum requirements for the Boats

The Proposer(s) shall provide the Boats which in terms of year of production comply to national regulations established at a time of certification and licensing by the respective state authority, should be river worthy and in good technical condition, with necessary tools and equipment in case of emergency, First Aid Kit with up-to-date medicines and appropriate signs. The Proposer must provide details of the boats, including year of production, load capacity, brand, and their actual technical condition.

The Proposer shall keep all Boats and related equipment used under this Contract in reasonable condition, subject to normal wear and tear. The term "reasonable condition" means, at a minimum, that every vehicles and equipment provided to IOM must pass any and all inspections and tests required by South Sudan law.

In the event of a mechanical failure or breakdown of any of the vehicle and equipment, the Proposer ensures that adequate substitutes are made as quickly as possible.

The Proposer may be requested to display IOM visibility (flags, banners, stickers etc.) including its donors and partners logos affixed at vehicles during rentals services. It will be Proposer's responsibility to ensure such visibility materials are returned to IOM at the end of each trip or handed over to IOM designated person after the completion of the projects, as instructed by IOM.

The above requirements are the minimum and actual requirements and may change based on the new requirements of IOM.

Minimum requirements for the Drivers and Machine Operators

The Proposer shall provide operators and mechanics for the vehicle and equipment to the IOM, who are qualified and competent both in the operation and basic maintenance of vehicle which they operates and possessing corresponding commercial operator's license qualified as required by South Sudan law.

Each operator shall have a certified safe sailing record, and no felony conviction of any sort, whether or not associated with the operation of a motor vehicle. The Proposer shall be able to provide IOM upon request a statement either from the court, or Ministry of Interior whichever is applicable by law for eligibility of the operators records. The Proposer shall ensure that all operators already working for the Proposer or to be hired under this Contract are in full compliance with the law such as but not limited to alcohol, drug testing and other related health issues.

Insurance / Liability

The Proposer shall prove to IOM that it has a valid insurance covering potential loses that may arise in the vehicle: fire, stealing, road accident etc.

The Proposer ensures that each Boats are covered by comprehensive river vessels 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 Proposer to IOM prior to signing of the Agreement.

Similarly, the Proposer shall furnish IOM with a certificate of insurance for goods in transit setting forth evidence of such coverage for the duration of Contract.

The Proposer shall be absolutely liable for loss of or damage of goods arising in the course of, or attributable to negligence in the handling of them by the Proposer, its employees or agents.

d) Payment

The payments shall be made within 30 to 40 days upon completion of the Services on a monthly basis. The Proposer will invoice IOM for actual Services completed. The invoice must be supported with duly signed and authenticated Service Completion form and vehicle/equipment log sheet

Invoices will be processed by IOM in accordance with payment terms and conditions set forth in the Contract signed by Parties.

e) Duration of the contract

Contract signed under this RFP is a Long-Term Contract with initial duration of one year and extension may be envisaged depending on quality of Proposer(s) performance.

However, IOM reserves the right to terminate any contract in whole or part at any given time without incurring any liabilities to it. Prices quoted should be fixed for the duration of the initial Contract and its extension. IOM reserves the right to assess the market price at any time and re-negotiate the prices with the Proposers at its discretion.

f) Reports and Time Schedule

IOM may request reports on a regular or ad-hoc basis which should be submitted by the Proposer in due course. Reports can be submitted in a standard template of the Proposer.

SECTION 6: Conditions of Contract and Contract Forms

IOM office-specific Ref. No.	
IOM Project Code	

FERRY CHARTER AGREEMENT
between the
International Organization for Migration
and
[Full name of the Carrier]

This Ferry Charter Agreement is entered into by the **International Organization for Migration**, an organization part of the United Nations system, acting through its [insert office name, e.g., Mission in XXX], [Address of the Mission], represented by [Name, Title of Director, CoM, HoO], hereinafter referred to as “**IOM**,” and [Name of the Carrier], [Address], represented by [Name, Title of the representative of the Carrier], hereinafter referred to as the “**Carrier**.” IOM and the Carrier are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

1.1 IOM and the Carrier agree that the Carrier shall provide IOM with [insert number in figures and (words)] vessel with [insert number in figures and (words)] seat capacity to operate between [insert name of port A], [insert country] and [insert name of port B], [insert country] (hereinafter referred to as the “**Services**”).

1.2 The following documents form an integral part of this Agreement:

- (a) **Annex A** Bid/Quotation Form
- (b) **Annex B** Accepted Notice of Award (NOA)
- (c) **Annex C** [add or delete as necessary]

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Vessel Space and Equipment

It is understood and agreed that the Carrier will provide IOM with the full usable payload of the vessel, [name/no. of the vessel] for the Services.

3. Vessel's Schedule

The Services provided by the Carrier are scheduled as follows:

	Name of Vessel	Time and Date of Departure	Name of Port	Time and Date of Arrival	Name of Port B
Route No. 1	[Name of Vessel]	[Time/date of Departure]	[Name of Port A]	[Time/date of Arrival]	[Name of Port B]
Route No. 2	[Name of Vessel]	[Time/date of Departure]	[Name of Port A]	[Time/date of Arrival]	[Name of Port B]
[add/delete as necessary]					

OR:

The Services are to be conducted upon written request from IOM on the following routes at the times and dates as specified by each written request:

	Name of Vessel	Name of Port	Name of Port
Route No.1	[Name of Vessel]	[Name of Port A]	[Name of Port B]
Route No.2	[Name of Vessel]	[Name of Port A]	[Name of Port B]
[add/delete as necessary]			

4. Special Obligations

4.1 It is agreed that the Carrier will exercise all diligence to secure promptly all rights and authorizations in the country of departure as well as rights in the country of final destination. It is agreed that if the Carrier fails to or does not request these authorizations for the Services and causes the delay of the

Services, the Carrier shall be required to provide, at its own cost, the services set out in Articles 4.6 and 4.7 of this Agreement.

- 4.2 The vessel to be used in carrying out the Services shall meet the current regulations and requirements of the appropriate authorities at point of departure, stopover points en route and points of final destination.
- 4.3 The Carrier shall communicate to IOM the name and address of the embarkation agent designated by the Carrier at the points of departure in due time and confirm that it has provided this agent with full operational details of the chartered vessel(s) and the Services.
- 4.4 It is agreed that the Carrier will provide passenger comfort equivalent to economy class service, as well as [1] [one] substantial meal and sufficient water served at appropriate times and at regular intervals on board the vessel and other appropriate services from the port of departure to the port of destination. Where possible and requested in advance, special dietary requirements will be met. The service to the passengers shall include facilities for preparing suitable food for infants and shall also include first aid equipment and an adequate supply of disposable diapers.
- 4.5 The vessel(s) shall carry, as crew members, a sufficient number of experienced attendants to properly take care of the needs of the passengers.
- 4.6 In the event that, as a result of the Carrier's acts or omissions, a vessel is not able to depart at the scheduled time, the Carrier will be liable for all costs in connection with such delay, including for the provision of food and lodging and ground transportation, if required, for the passengers involved. The Carrier will also be responsible for the cost of on-forwarding by scheduled Services those passengers whose departure cannot be delayed for major reasons such as visa expiry or advanced pregnancy. It will be the Carrier's responsibility to make all appropriate arrangements as may be required under the provisions of this clause.
- 4.7 In case of accident, breakdowns, or other interruptions of transportation, the Carrier will, at its own expense, provide to the passengers affected thereby alternative transportation to the destinations. In such cases, the Carrier will provide, at no expense to IOM, reasonable food and lodging for such passengers until such time as alternative transportation is offered to such passengers. The Carrier will endeavor first to provide such alternative transportation in other equipment of similar standard. If alternative transportation by such means is not available, the Carrier will provide other alternative transportation by air or surface means. The Carrier shall also at its own expense, provide such passengers with meals, or a monetary allowance or exchange order(s) therefore, for the remainder of their journey.
- 4.8 The Carrier, in carrying out its responsibilities under this Agreement, may sub-charter, provided both the type of vessel and the company performing the sub-charter are accepted by IOM in advance. The non-acceptance by IOM shall be final and without contest, and will not relieve the Carrier of its contractual obligations.
- 4.9 The Carrier will issue to each passenger, in its own name, an individual passenger ticket, on which no price shall be indicated, or a master ticket accompanied by the passenger manifest of the whole group traveling.

- 4.10 Crew members not on active duty will not be on board on the chartered vessel(s) without the permission of IOM. Such permission will not be unreasonably withheld.
- 4.11 No passengers or luggage will be permitted on board on the chartered vessel/s without IOM’s written authorization in advance.
- 4.12 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted vessels.
- 4.13 There shall be life vests and/or other appropriate life-saving equipment for all passengers and crew members. Such equipment shall be inspected regularly and of sufficient quality in line with relevant national and international requirements.

5. Charges and Payments

5.1 The all-inclusive fee (the “Fee”) for each chartered vessel is as follows:

Route No.	Departure From:	Arrival At:	Specify: One Way / Return	Fee in [Currency Code]
1	Example : Bor	Malakal		
2				
3				
4				

- 5.2 This Fee is all-inclusive except for royalties and passenger taxes, if any, which will be paid by IOM over and above the said Fee.
- 5.3 The Carrier shall invoice IOM upon satisfactory completion of the Services under this Agreement. The invoice shall include time/date of the vessels provided, the Services completed and the Fee for each chartered vessel.
- 5.4 Payment shall become due [insert number] ([insert number in words]) days after IOM’s receipt and approval of the invoice.
- 5.5 Payment shall be made in [currency in words] (currency code) by bank transfer to the following account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 5.6 The Carrier shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Carrier in connection with this Agreement.
- 5.7 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Fee until the Carrier has completed to the satisfaction of IOM the Services to which those payments relate.

6. Warranties

6.1 The Carrier 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 regulation 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, will be offered by, or will receive from the Carrier 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 Carrier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Carrier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Carrier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Carrier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Carrier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism

legislation. If, during the term of this Agreement, the Carrier determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Carrier shall ensure that this requirement is included in all subcontracts.

6.2 The Carrier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Carrier shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

6.3 The Carrier 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.

6.4 The Carrier warrants that:

- (a) It has the full authority to execute this Agreement and to provide IOM with the full usable payload of vessel(s) for the purpose of IOM's use.
- (b) The vessel(s) provided under this Agreement are each properly registered, as evidenced by a Certified True Copy of each vessel's registration papers. Each vessel must carry the original registration papers at all times during the period of this Agreement.

6.5 The Carrier expressly acknowledges and agrees that breach by the Carrier, or by any of the Carrier's employees, contractors, subcontractors or agents, of any provision contained in Articles 6.1, 6.2, 6.3, or 6.4 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Carrier all losses suffered by IOM in connection with such breach.

7. Cancellation and Penalties

- 7.1 IOM and the Carrier may cancel the Services, in part or in whole, at any time prior to a departure against payment of a cancellation fee, except that no cancellation fee is due if notice of cancellation is received at least 7 (seven) days in advance of the scheduled departure time of the chartered vessel concerned. A postponement of a departure is not to be considered as cancellation, even if notice of postponement is received less than 7 (seven) days prior to the scheduled departure date.
- 7.2 The cancellation fee shall be [specify - max. 10%] (percentage in words) of the Fee as described in Article 5.1 if notice of cancellation is received less than 7 (seven) days prior to the scheduled departure time of the chartered vessel.

8. Assignment and Subcontracting

- 8.1 The Carrier shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Carrier without approval in writing by IOM may be cause for termination of the Agreement.
- 8.2 Notwithstanding a written approval from IOM, the Carrier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Carrier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Carrier remains liable as primary obligor under this Agreement, 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 any subcontract.

9. Delays/Non-Performance and Force Majeure

- 9.1 If, for any reason, the Carrier does not carry out or is not able to carry out its obligations under this Agreement and/or according to the vessel's schedule, 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.
- 9.2 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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 9.3 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 9.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Carrier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 19 (Termination) shall apply

10. Independent Contractor

The Carrier, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform the Services as an independent contractor and not as an employee or agent of IOM.

11. Audit

The Carrier 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 Carrier 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 Carrier shall be available for interview.

12. Confidentiality

- 12.1 All information which comes into the Carrier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Carrier shall not communicate such information to any third party without the prior written approval of IOM. The Carrier 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.
- 12.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Carrier and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Carrier and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

13. Notices

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

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]
Address: [IOM's address]
Email: [IOM's email address]

[Full name of the Carrier]

Attn: [Name and title/position of Carrier's contact person]
Address: [Carrier's address]
Email: [Carrier's email address]

- 13.2 The Carrier will inform, in writing, both IOM and IOM's field offices concerned of positioning schedule of the vessel(s) involved and of any changes as they occur.

14. Dispute Resolution

- 14.1 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.
- 14.2 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.

- 14.3 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.
- 14.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

15. Use of IOM Name, Abbreviation, and Emblem

The Carrier shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorization. The Carrier acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

16. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM as an intergovernmental organization.

17. Indemnities and Insurance

- 17.1 The Carrier 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 Carrier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Carrier of any written claim, loss, or demand for which the Carrier is responsible under this Clause. This indemnity shall survive the expiration or termination of this Agreement.
- 17.2 The Carrier shall maintain, at its expense, effective insurance against liability for any and all claims arising out of injury to or death of any passenger or third party and against loss of or damage to baggage or other property. The Carrier will furnish a certified copy of the certificate of insurance in force to IOM upon signature of this Agreement.

17.3 The Carrier shall not be obliged to bear any cost arising out of rejection of any passenger by the public health services or immigration authorities of the country of destination upon arrival. The Carrier shall not be obliged to bear any costs arising out of en route off-loading of any passenger upon competent medical advice. IOM shall be informed by fastest electronic means, followed by a full written report on each incident arising under the above provisions. IOM shall repay any disbursements incurred by the Carrier in making suitable disposition of any such passenger.

18. 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.

19. Termination

19.1 Subject to Article 7.1, IOM may terminate or suspend this Agreement at any time, in whole or in part.

19.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination. Upon receipt of notice of termination, the Carrier shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Carrier shall waive any claims for damages including loss of anticipated profits on account thereof.

19.3 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Carrier in writing when the suspension is lifted and may modify the completion date. The Carrier shall not be entitled to claim or receive any Fee or costs incurred during the period of suspension of this Agreement.

20. 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.

21. Entire Agreement

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.

22. Final Clauses

- 22.1 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 19.
- 22.2 Amendments may be made by mutual agreement in writing between the Parties.

23. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Carrier 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]

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

For and on behalf of
The International Organization for Migration

For and on behalf of
[Name of Carrier]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

SECTION 7: PROPOSAL FORMS

Form A: Checklist

Form B: Technical Proposal Submission

Form C: Proposer Information

Form D: Joint Venture/Consortium/Association Information

Form E: Eligibility and Qualification

Form F: Format for Technical Proposal

Form G: Financial Proposal Submission

Form H: Format for Financial Proposal

FORM A: CHECKLIST

This form serves as a checklist for 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 2: Instructions to Proposers and Section 3: Data Sheet.

Technical Proposal:

Have you duly completed all the Returnable Proposal Forms?	
▪ Form B: Technical Proposal Submission	<input type="checkbox"/>
▪ Form C: Proposer information	<input type="checkbox"/>
▪ Form D: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form E: Eligibility and Qualification	<input type="checkbox"/>
▪ Form F: Technical Proposal	<input type="checkbox"/>
▪ Form F: Team Composition and Task Assignments (CVs provided)	<input type="checkbox"/>
▪ Form F: Proposed vehicles/equipment (Vehicle ownership documents provided)	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form C: Proposer Information?	<input type="checkbox"/>

Financial Proposal:

▪ Form G: Financial Proposal Submission	<input type="checkbox"/>
▪ Form H: Financial Proposal	<input type="checkbox"/>

FORM B: TECHNICAL PROPOSAL SUBMISSION

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

We, the undersigned, offer to provide the services required for Boats for IOM South Sudan Mission on a Long-Term Agreement basis in accordance with your Request for Proposals No. JUB/03/2023/SERV . We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

COMPANY PROFILE¹

Item Description	Detail
Legal name of bidder*	Click or tap here to enter text.
Legal Address (house no, street name, zip code, city*, region*, country*)	Click or tap here to enter text.
Website	Click or tap here to enter text.
Registration date* and VAT number*	Click or tap here to enter text. Click or tap here to enter text.
Legal structure	Choose an item.
Business type/industry category*	<input type="checkbox"/> Direct Producer/Manufacturing <input type="checkbox"/> Reseller/Distributor/Service Provider
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number
Do you provide services/goods internationally?	<input type="checkbox"/> Yes <input type="checkbox"/> No If no, in which country: Click or tap here to enter text.
Contact information*	Company Tel/Mobile: Click or tap here to enter text. Company Email: Click or tap here to enter text. Company Website: Click or tap here to enter text. Contact Person 1: Click or tap here to enter text. Contact Person 2: Click or tap here to enter text.
Disability inclusive business*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Women-owned/controlled*	<input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDER'S DECLARATION OF CONFORMITY²

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	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 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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	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

¹ For the selected vendor the Vendor Information Sheet with bank details should signed and submitted

² This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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 .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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 C: PROPOSER INFORMATION – Enclosed separately

FORM D: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION – Please fill in only if applicable

Name of bidder:	Click or tap here to enter text.	Date: Click or tap to enter a date.
RFQ reference:	Click or tap here to enter text.	

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

No	Name of Partner and contact information (<i>address, telephone numbers, fax numbers, e-mail address</i>)	The proposed proportion of responsibilities (in %) and type of goods, works and/or 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, and 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: _____

FORM E: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date: Click or tap to enter a date.
RFP reference:	JUB/03/2023/SERV	

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Qualifications/Experience of Drivers proposed for the assignment

Please use Team Composition and Task Assignments to provide information regarding the drivers proposed for the assignment. Provide the CVs, certificates, licenses and other information deemed necessary to demonstrate expertise of the proposed staff.

Attached are the personnel CVs, certificates, licenses etc.

Fleet Summary

Provide a summary of the company’s complete fleet and indicate number of vehicle (how many vehicles owns the Bidder), vehicle type, brand, year of production, mileage reading, technical conditions, current location of the vehicle etc.

Attached are technical documentation including passport, inspection certificates and insurance policies, ownership documents must be submitted for each proposed vehicle.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (Please state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;

Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM F: FORMAT FOR TECHNICAL PROPOSAL

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

The proposer’s proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Section 1: Proposer’s qualification, capacity and expertise

- 1.1 Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialised knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization’s commitment to sustainability.

Section 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.
- 2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.
- 2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2-5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.5 Implementation plan including a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

Section 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 For each of the key personnel provide: the CV using template of your company.



FORM G: FINANCIAL PROPOSAL SUBMISSION

Name of bidder:	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 provide the services required for Boats Rental Services for IOM South Sudan Mission on a Long-Term Agreement basis in accordance with your Request for Proposals No. JUB/03/2023/SERV . We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope

Our attached Financial Proposal is for the sum of Click or tap here to enter text..

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
Our Proposal Price shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

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

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]

FORM H: FORMAT FOR FINANCIAL PROPOSAL

Name of bidder:	Click or tap here to enter text.	Date: Click or tap to enter a date.
RFP reference:	JUB/03/2023/SERV	

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer. The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

Currency of the proposal: US Dollars

Item No.	Port of Departure	Port of Destination	Boat Capacity	Cost in USD Dollar
1	Juba	Malakal	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	
			40 metric tons	
			50 metric tons	
			60 metric tons	
2	Juba	Bentiu	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	
			40 metric tons	
			50 metric tons	
			60 metric tons	
3	Juba	Melut	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	
			40 metric tons	
			50 metric tons	
			60 metric tons	
4	Bor	Malakal	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	

			40 metric tons	
			50 metric tons	
			60 metric tons	
5	Bor	Bentiu	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	
			40 metric tons	
			50 metric tons	
			60 metric tons	
6	Bor	Melut	10 metric tons	
			15 metric tons	
			25 metric tons	
			30 metric tons	
			40 metric tons	
			50 metric tons	
			60 metric tons	
<p>The proposer can add boats with different capacity not listed above. The Proposer can offer boats form Malakal Port to various location in Upper Nile</p>				

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]