

INVITATION TO BID (ITB)

CUSTOM CLEARANCE AND BROKERAGE SERVICES FOR IOM REGIONAL OFFICE KENYA.

ITB Reference No: **ITB RO23-001**

Country: **KENYA**

Date: **10 October 2023.**

SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of the Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

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

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to RONairobiProcurement@iom.int no later than **16 October 2023**, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
1. Scope	<p>Bidders are invited to submit a bid for the services specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
2. Interpretation of the ITB	Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.
3. Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org) .
4. Eligible bidders	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders 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, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid 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 lists, if applicable, as per the discretion of the IOM.
5. Eligible goods, works and services	<p>All services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
6. Proprietary information	The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed

	and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may form part of the bid will become the property of IOM, who will not be required to return them to your firm.
7. Publicity	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB 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> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavor 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 bids, unless IOM deems that such an extension is justified and necessary.</p>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
10. Cost of preparation of bid	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
11. Language	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
12. Documents comprising the bid	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule d) Bid Security (if required)
13. Documents establishing eligibility and qualifications of the bidder	The bidder 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 bidder, its qualifications must be documented to IOM's satisfaction.
14. Technical bid	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
15. Price Schedule	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p>

	<ul style="list-style-type: none"> • All items and lots (if applicable) must be listed and priced separately. • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. • Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. • If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Bid currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> • IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and • In the event that IOM selects a bid for the 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.
17. 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, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
18. Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid 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 bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the</p>

	<p>original bid but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
19. Bid Security	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; ● In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after IOM has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
20. Joint Venture, Consortium or Association	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid 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 notarized Agreement among the legal entities, which will be submitted along with the bid; 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 bid, 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 bid is the bid 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 21 (Only one Bid) herein in respect of submitting only one bid.</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</p>

	<p>the ITB, both in the bid 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>
21. Only one bid	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders 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 ITB; 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 on the bid of another bidder regarding this ITB process; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
22. Alternative bids	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB 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 bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
23. Pre-bid conference	<p>When appropriate, a pre-bid 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-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p>

	<p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-bid 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 ITB, unless specifically incorporated in the minutes of the bidder's conference or issued/posted as an amendment to ITB.</p>
24. Site inspection	<p>When appropriate, a site inspection 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 site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
25. Errors or omissions	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
26. Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p>

	<ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; • review the ITB 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 ITB or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; • attend any Pre-bid conference or site inspection if it is mandatory under this ITB; • 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 goods, works and/or services; and • form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders 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 ITB or any other information provided to the bidders.</p>
27. No material change(s) in circumstances	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB 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 bidder or its major sub-contractors; • a change to any information on which IOM may rely on assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>
29. Deadline for bid submission	<p>Complete bids 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 Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p>

	IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.
30. Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute, or modify its bid 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 bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.</p>
31. Storage of bids	Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.
32. Bid opening	<p>Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
33. Late bids	<p>Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
EVALUATION OF BIDS	
34. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>
35. Evaluation of bids	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation</p>

	<p>criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination b) Evaluation of eligibility and qualification c) Evaluation of technical bids d) Evaluation of prices of bids found to be substantially compliant <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
36. Preliminary examination	IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.
37. Evaluation of eligibility and qualification	The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).
38. Evaluation of technical bids	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
39. Evaluation of prices	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.
40. Post-qualification	<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 bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the bidder; b) Validation of the extent of compliance to the ITB 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 over the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
41. Clarification of bids	IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding

	<p>the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
42. Responsiveness of bid	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents 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 goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
43. Nonconformities, reparable errors and omission	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid 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 bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, 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 shall be corrected; 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 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>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
44. Right to accept any bid and to reject any or all bids	<p>IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM's action. IOM shall not be obliged to award the contract to the lowest priced offer.</p>

45. Samples	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.
47. 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 goods, works and/or services originally specified in Section 5: Schedule of Requirements, 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 bid and the bidding document.
48. Notification of award	Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, 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.
49. Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
50. Performance security	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily.</p>
51. 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 bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
52. 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.

53. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int .
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SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is ITB RO23-001</p> <p>The International Organization for Migration. include the services for Customs Clearance and Freight Forwarding for the East and Horn of Africa Region as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of IOM's operations.</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the International Organization for Migration that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: two (2) years with the possibility of extension for up to one (1) additional year subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA will be subject to secondary competition among the LTA holders.</p>
4.	Eligible bidders	Bidders from Kenya are eligible to bid.
5.	Eligible goods, works and services	Services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: RO Nairobi Procurement</p> <p>Address: Sri Aurobindo Avenue, Lavington 550400-00200 Nairobi.</p> <p>E-mail address: RONairobiprocurement@iom.int.</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</p>

		<p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 19 October 2023.</p> <p>Time: 12:00hrs.</p> <p>Time zone: GMT.</p>
		<p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Email.</p>
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English
15.	Price adjustment	The price quoted by the bidder shall be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Allowed.
16.	Bid currencies	Prices shall be quoted in USD.
17.	Duties and taxes	<p>All prices shall:</p> <p>Be Exclusive of taxes.</p>
18.	Bid validity period	60 days.
19.	Bid security	<p>Required.</p> <p>The bid security will be in the same currency as stipulated in Article 16: Bid Currencies.</p> <p>Acceptable forms of bid security</p> <p><input type="checkbox"/> Bid security form template set out in Section 7</p> <p><input checked="" type="checkbox"/> Any bank-issued cheque / cashier's Cheque / certified cheque</p>
22.	Alternative bids	
23.	Pre-bid conference	<p>Will be conducted.</p> <p>Time and time zone: GMT</p> <p>Date: 20 October 2023 at 11:00hrs Nairobi</p> <p>Time.</p> <p>Venue: MS-Teams.</p> <p>The focal point for the arrangement is:</p> <p>Name: Sheila Otieno.</p> <p>Telephone: +254 717137061</p> <p>E-mail: RONairobiProcurement@iom.int</p>

		<p>The Pre-bid conference is:</p> <p><input checked="" type="checkbox"/> mandatory</p> <p>not mandatory</p> <p>Minutes of the Pre-bid conference will be disseminated by</p> <p>Direct communication to prospective Bidders by email and</p> <p>posting on the website.</p>
24.	Site inspection	A site inspection will not be held.
28.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY EMAIL:</p> <p>Bid submission address: RONairobiProcurement@iom.int. PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> ▪ File Format: PDF. ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted.

		<ul style="list-style-type: none"> Max. File Size per transmission: 10MB. Mandatory subject of email: ITB RO23-001. If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y." Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: International Organization for Migration, Sri Auribindo Avenue, Off Mzima Springs Lavington, Nairobi. It is recommended that the entire bid be consolidated into as few attachments as possible. The bidder should receive an email acknowledging email receipt.
29.	Deadline for bid submission	<p>Date: 08 November 2023</p> <p>Time: 09:00hrs.</p> <p>Time zone: GMT.</p>
32.	Bid opening	<p>Public bid opening will not be held</p> <p><input type="checkbox"/> Public bid opening will be held as per below details.</p> <p>Date and Time: Click or tap here to enter text.</p> <p>Venue: Click or tap here to enter text.</p>
	Expected date for commencement of contract	02 December 2023.
47.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 20%</p> <p>The maximum percentage by which quantities may be decreased is 10%</p>
	Contract award to one or more bidder	IOM will award a contract to:

		One or more Bidders, depending on the following factors: [enter details] 1. The Lowest Technically Compliant Bidder
50.	Type of contract to be awarded	Long Term Agreement See Section 6: for sample contract.
50.	Conditions of contract to apply	Click or tap here to enter text. See Section 6
52.	Performance security	Required in the amount of [enter amount] The performance security will be in the same currency as stipulated in Article 16: Bid currencies. The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6 for template
53.	Advance payment	Not Allowed
54.	Liquidated Damages	Will be imposed as follows: Percentage of contract price per week of delay: 0.7% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.
	Other information related to the ITB	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i>

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 bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C
Bid Security with a compliant validity period	Form I
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid 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
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor 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 C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in 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 C: Bid Submission
Certificates and Licences:	Form D: Bidder Information

<ul style="list-style-type: none"> • Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer. • Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country. • Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder. • Export/Import Licenses, if applicable. 	
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

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 F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum Five (5). years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum THREE (3) contracts of similar value, nature and complexity implemented over the last 2. years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification Form
Turnover: Bidders should have an annual sales turnover of minimum USD 100,000 for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification Form
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule
Click or tap here to enter text.	Click or tap here to enter text.

SECTION 5: SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR SERVICES

CUSTOM CLEARANCE AND FREIGHT FORWARDING FOR IOM REGIONAL OFFICE KENYA.

IOM intends to hire the services of well reputable third-party logistics companies to serve its customs clearance and freight forwarding services in Kenya.

IOM procures variety of goods and equipment locally and internationally. The main commodities to be cleared under the assignment include, but are not limited to:

1. Various Emergency kits and supplies
2. Pharmaceutical products.
3. Human Vaccines and injection devices.
4. Medical and cold chain equipment.
5. Laboratory equipment.
6. Rapid diagnostic test kits.
7. Office Equipment (mainly ICT).
8. Vehicles.
9. Shelter equipment's
10. Other Non-Food Items
11. Vaccines that require cold chain
12. Dangerous goods GR goods

IOM will collaboratively work with the selected service provider(s) to ensure that all logistics activities are carried out in an effective and efficient manner. Due to Covid-19 pandemic responses, the demand for in-country logistics services have soared significantly during end 2021 and early 2022. With the complexity of the pandemic and other crisis in Africa's it is forecasted that usage of these services would be prevalent.

OBJECTIVE:

This requirement seeks to establish a contract(s) for Third Party Logistics Services which will include Customs Clearance/Brokerage, Domestic and International Forwarding/Distribution.

The Long-Term Arrangement(s) will be established for two (2) years with a possible extension for another two (2) years based on satisfactory performance. This Long-Term Arrangement can be shared with other UN agencies should the need arise.

SCOPE OF WORK, ACTIVITIES, TASKS, DELIVERABLES AND TIMELINES, PLUS BUDGET PER DELIVERABLE

I. CUSTOMS CLEARANCE / BROKERAGE SERVICES

The service provider shall perform the following:

Full customs clearing services in its capacity as an accredited clearing agent, when and as requested by IOM. This includes processing of all customs related formalities required to import incoming goods and equipment consigned to IOM/ IOM partners.

The scope of such services shall include the following: Sea and air shipment imports & export clearance, including:

- Provide support and facilitate movement of IOM goods through customs process.
- (a) Prepare Customs documentation and (b) Obtain Customs clearance.
- (c) Place cargo under Customs control for physical examination for inbound cargo.
- (d) Clearance of imports Bond/temporary clearance for special consignments, including those requiring special handling ie., cold chain, Personal effects
- Export entries and cancellation of bonds

Duties of the customs broker include but not limited to:

Stay abreast of changes in import/ export laws or regulations by reading current literature, attending meetings or conferences, or conferring with colleagues, advise IOM on import and export restrictions, on legal or regulatory compliance matters, proper import-export procedures, and transacting Customs business on its behalf.

- Request and/or compile necessary import documentation, work with the Customs/Taxation Authorities at any port of entry in Africa, including notarial stamps, entry and photocopy of documentation, customs invoices, certificates of origin, and cargo-control documents.
- Examine product information to ensure accuracy, completeness of the information and compliance with regulations.
- Prepare and process import and export documentation according to customs regulations, laws, or procedures to facilitate the import and export of goods.
- Represent IOM in meetings with customs officials and apply for duty refunds and tariff reclassifications when necessary.
- Clear goods from customs and advise IOM and/or designated forwarding agent to arrange for pick up and transportation of imported/exported goods/equipment to/from IOM warehouse/consignee.
- Process payments of charges, fees, or any other dues directly to Customs and bill IOM as receipted.
- Confer with officials in various agencies to facilitate clearance of goods through customs and quarantine when necessary.
- Develop and maintain business relationships with customs brokers in other ports to expedite clearing of cargo.
- Customs broker must retain all documents related to Customs transactions in an orderly, itemized manner for at least five years from the date of entry, keep copies of all active powers of attorney.
- Submit to IOM photocopies of the complete set of clearance documentation per shipment.
- Maintain all records confidentially and only share information with IOM or Customs authority. The records must always be available for Customs inspections and IOM audits.

Deliverables

Provision of efficient and cost-effective Customs brokerage services:

- All IOM shipments cleared from Customs within “FREE days” as specified in the Notice of Arrivals. Exceptions are acceptable only if the consignees can’t provide sufficient documents on time and the customs broker has alerted IOM immediately in advance.

- Incoming temperature sensitive and perishable goods cleared from the Customs area to the final consignee within Nairobi/HCMC or to the IOM warehouse on arrival.
- Documentation of all relevant costs and issues encountered relevant to the processing of the customs clearance.

II. FORWARDING SERVICES

The service provider shall provide cost effective and efficient inland transportation services throughout Africa, when and as requested by IOM.

The scope includes but not limited to:

- Facilitate carriage of IOM consignments from any port of entry in Africa or from any IOM warehouses to the consignee's storage at the destination.
- Advice on the most direct and cost-effective transportation options (FCL, LCL, etc., by sea, road, air, combined, etc.), types of carriers, or shipping routes.
- Loading/unloading and handling of cargo on/off trucks, vessels and aircrafts up to the handover to the final consignee.
- Provide special equipment for loading/unloading and handling of cargo on/off truck, vessels and aircraft up to the hand over to the final consignee when necessary.
- Produce and include all relevant shipping documentation to comply with the national regulations of Africa.
- Comply with IOM working week schedule and be able to work during Public Holidays when required by IOM.
- Keep track of each shipment and report on the status.
- Provide documentary evidence of goods, delivered within 3 working days of actual hand over of the shipment to the consignee.
- Be liable to IOM for any damage or loss of goods in transit

Deliverables

- IOM consignments shipped in the most direct and economic mode of transportation (consolidation of LCL shipments and full truck load (FTL)).
- IOM consignments delivered to the destination within reasonable and agreed timeframe.
- Original IOM Waybills/Goods Receipts duly signed and stamped by the appropriate authority at the destination and returned to IOM within agreed timeline.
- Liability - the service provider shall be liable to IOM for 100% of IOM's Replacement Cost for any goods lost, damaged, or destroyed while in the custody of the service provider.
- Movement of IOM shipments recorded and reported monthly.

QUALIFICATIONS, SPECIALIZED EXPERIENCE AND ADDITIONAL COMPETENCIES

- Reputable, financially strong institution(s), with at least 5 years' experience in Africa and Internationally .
- Working experience with UN or other International Organizations
- Valid accreditation with Customs Authorities (including EPZ-license, ISO/IOSA/ISAGO
- Letter of recommendations from 02 existing clients.
- A detailed list of ground support inventory; quantity, date of acquisition& specification.
- Acceptance of our Service Level Standards

CONDITIONS OF WORK

The Contractor shall have representation for management of the assignment described under the Terms of Reference through an office located in Nairobi/Mombasa. The Contractors shall nominate a professional Key Account Manager, an experienced and reliable contact person or persons who will be responsible for the performance of the contractual obligations and to liaise with IOM and designated consignees directly.

IOM reserves the right to request the Contractor at any time during the term of this arrangement to assign additional personnel or to replace any of the contractor's designated staff dealing with IOM's shipments and the Contractor shall promptly comply with such request. Compliance to the Service Level Agreement as attached in Annex 1.

CRITERIA FOR EVALUATION

Item	TECHNICAL EVALUATION CRITERIA	Score (Max. Points Obtainable
1	Overall Response e. g. Understanding of the assignment by the proposer and the alignment of the proposal submitted with the ToR	10
2	Overall concord between ITB requirements and proposal	5
3	Completeness of response	5
4	Implementation and Operational Methodology	25
5	Description of Implementation and Operational Methodology	8
6	Key personnel: i) Relevant Experience ii) Qualifications iii) Certifications	5
7	Change control system / processes	3
8	Processes: existence of SOPs and internal control	5
9	Inventory management system; batch management capabilities	4
10	Firm or Company Profile	10
11	Range and depth of experience with similar projects	4
12	Additional resources which can be made available to the project	1
13	Financial Soundness of the company	4
14	References for similar contracts	2

15	Warehousing capacity. Size, locations and security systems in place	3
16	Monitoring and data exchange systems: Track and Trace, EDI, etc	2
17	Vehicle fleet and other cargo handling equipment.	4
18	Enterprise Risk Management and Business Continuity capabilities	15
19	Process in place for managing and mitigating risks related to the business sector and business continuity arrangements are also established to support operations in times of emergency or other untoward situations	15
	TOTAL TECHNICAL SCORE	60

Minimum technical required score: 55 points (Technical Proposals scoring less than 55 points will be considered nonresponsive, therefore will be rejected).

Vendors may submit a bid for any of the required service – brokerage, warehousing and forwarding and will be evaluated accordingly. Financial Proposal is **40 points** and will be evaluated per service – brokerage, warehousing and forwarding.

STRUCTURE OF TECHNICAL PROPOSAL

1. Credential documents outlining the expertise, detailing general and specific experience with similar assignments and with UN agencies.
2. Provide a brief summary of the approach which the service provider would take to meet the scope of work and deliverables outlined above.
3. Completed Supplier Profile Form and Financial Statements of the most recent three years (2020-2022) • Proposals must be made in English, in pdf. format, signed and stamped.
 - No price information should be contained in the Technical Proposal.

LIST of ANNEXES

1. Annex 1- Service Level Agreement
2. Annex 2- Price Schedule for Customs Brokerage
3. Annex 3- Price Schedule for Forwarding Services

ANNEX 1- SERVICE LEVEL AGREEMENT

I. BROKERAGE SERVICES

Activity	Output	Target	Recurrence
1. Operationalization of Standard Operating Procedures Approved	Standard Procedures submitted by vendor per coordination with IOM	SOP approved 2 months after signing of LTA	Once after signing of LTA with vendor.
2. Clearance of shipments for regular shipments	Shipments released on time	Within the approved CMO timelines	Per shipment

3. Clearance of shipment for emergency shipments	Shipments released on time 2448 hrs	upon receiving all required docs	Per shipment
4. Response to IOM communications	Acknowledgment and responses to IOM's queries Provision of a dedicated personnel to service IOM's requirement and availability during emergency response	Responses to queries are received within 4 hours	Per communication
5. Provision/sharing of relevant/changes customs orders that will affect IOM's operations	Provide information on any updates on customs policies and properly informing IOM	Within 1-2 days upon issuance of any customs related policy	Per new/updated policy issued by relevant government agency
6. On-time billing of services rendered	Billing for services rendered with complete documentation	3 working days after service has been completely rendered	Per transaction
7. Quarterly Service	Report Quarterly report which shall include the following: 1. Shipment 2. Timeliness of Shipment 3. Total Brokerage Costs 4. Cost of Penalties	Complete and concise reports of the reporting quarter submitted by the second week of the succeeding quarter	Per quarter
8. Annual Service Report	Annual report which shall include the following: 1. Shipment 2. Timeliness of Shipment 3. Total Brokerage Costs 4. Cost of Penalties	Complete and concise reports of the reporting year submitted by the second week of January of the succeeding year	Per Year

II FORWARDINGS SERVICES

Activity	Output	Target	Recurrence
1. Operationalization of Standard Operating Procedures	Approved Standard Procedures submitted by vendor per coordination with IOM	SOP approved 2 months after signing of LTA Once after signing of LTA with vendor	Subject to review when necessary

2. Customer service	<p>Availability of customer service representative to be contacted for shipment within</p> <ul style="list-style-type: none"> • Regular Working Hours •Holidays/Emergency/Weekends • Within 4 hours • Within 6 hours 	As needed	As needed
3. Timely provision of shipment documentation	Provision of consignee acknowledgment	Within 3 working days after partner has received shipment	Per shipment
4. On-time billing of services rendered	Billing for services rendered with complete documentation	3 working days after service has been completely rendered	Per transaction
5. Quarterly Service Report	Quarterly report which shall include the following: 1. No. of shipments 2. Cost of shipment 3. Consignee 4. Date of Receipt 5. Other relevant information	Complete and concise reports of the reporting quarter submitted by the second week of the succeeding quarter	Per quarter
6. Annual Service Report	Annual report which shall include the following: 1. No. of shipments 2. Cost of shipment 3. Consignee 4. Date of Receipt 5. Other relevant information	submitted by the second week of January of the succeeding year	Per year

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

LONG TERM AGREEMENT FOR THE RECURRING PROVISION OF SERVICES

between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Long Term Agreement for the Recurring Provision of Services is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], (hereinafter referred to as “**IOM**”), and [Name of the Other Party], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

1.1 The Service Provider agrees to provide IOM with [insert brief description of services] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].

1.2 The following documents form an integral part of this Agreement: [add or delete as required]

- (a) **Annex A** - Bid/Quotation Form
- (b) **Annex B** - Price Schedule;
- (c) **Annex C** - Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)
- (e) **Annex E** – Sample Purchase Order
- (f) **Annex F** - IOM Terms and Conditions for European Union Funded Service Type Agreements

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. Services

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”) when requested by Purchase Order (sample attached as Annex E) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each service in the Price Schedule in Annex B, in accordance with the Terms of Reference in Annex C and in line with the delivery schedule outlined by each Purchase Order:

[Outline services to be provided. Where relevant, include location and any other requirements for the services to be provided. List all the offered services and deliverables. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties.

2.4 IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

2.5 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this

Agreement, the terms and conditions outlined in this Agreement prevail.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.6 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 The total Service Fee for each request of Services under this Agreement is determined by each PO in accordance with the rates indicated in Annex B (the “**Service Fee**”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services in accordance with this Agreement and the relevant Purchase Order. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- 3.5 The Service Fee specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.
- 3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].
- 3.8 The Service Provider certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar services within similar circumstances.
- 3.9 After the minimum period in Article 3.7, the Parties may agree on a price adjustment to the Services subject to the following:
- 3.9.1 In the event of a price increase, the Service Provider may submit a written request to IOM to increase some or all price rates of the Services based on the [specify applicable price index], together with supporting documents showing that the Service Provider has incurred an increase in its actual cost. The acceptance of the supporting documents, including the [price index], to demonstrate actual increases in cost shall be at IOM’s sole discretion. Should the price increase be accepted, the Parties shall sign an amendment to the Agreement.
- 3.9.2 There shall be no increase in price within one (1) year from the date of the last price adjustment, unless

otherwise agreed by the Parties in writing.

- 3.9.3 In the event of a price decrease, pursuant to notification by the Service Provider to IOM or pursuant to IOM's request based on the prevailing price under the [price index], the Parties shall sign an amendment to the Agreement.

4. Warranties

4.1 The Service Provider 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 the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (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 Service Provider 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 Service Provider 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 terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider 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 Service Provider 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.

4.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel;
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
- (d) Ensure that the SEA provisions are included in all subcontracts;
- (e) Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 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 Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider 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 Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding such written approval from IOM, the Service Provider 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 Service Provider 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 Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in any Purchase Order, IOM reserves the right to:
- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Service Provider any loss incurred as a result of the Service Provider's failure to provide the Services within the time specified; or

- (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Service Fee for every day of delay or breach of the delivery schedule by the Service Provider. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider.

- 6.2 Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.3 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.
- 6.4 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.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider 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 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

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

9. Confidentiality

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider 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 Service Provider and the amount of the contract/project to the extent as required by IOM's donors 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.

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of

data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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 the 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.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider 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 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. 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 International Organization for Migration as an intergovernmental organization.

15. Indemnity

The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. 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.

17. Termination

- 17.1 IOM may terminate or suspend any Purchase Order or this Agreement, in whole or in part, at any time with written notice to the Service Provider. Any monies paid in advance by IOM shall be refunded on or before the date of termination.
- 17.2 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.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider 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 Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of any Purchase Order or this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of the respective Purchase Order or this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of the Purchase Order or this Agreement as applicable.

18. 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.

19. 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.

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties—

21. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's Service Providers 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

Signature

For and on behalf of
[Name of Service Provider]

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

Performance Security (Bank Guarantee)

To: *[name and address of Employer]*

WHEREAS *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form C: Bidder Information

Form E: Joint Venture / Consortium / Association Information

Form F: Eligibility and Qualification

Form G: Technical Bid

Form H: Price Schedule

FORM A: BID CONFIRMATION

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

To: Insert name of contact person

Email: Insert contact person's email - do not enter secure bid email address

From: Insert name of bidder

Subject ITB reference [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a bid.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment

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

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to IOM phone [Click or tap here to enter number.](#), email [Click or tap here to enter text.](#)

FORM B: CHECKLIST

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

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Bid Security	<input type="checkbox"/>
▪ [Add other forms as necessary]	<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 D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
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Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. Click or tap here to enter text.. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

BIDDER'S DECLARATION OF CONFORMITY¹

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 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.

¹ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<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 D: BIDDER INFORMATION **Please insert the latest VIS form**

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB 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 ITB process and, in the event a contract is awarded, during contract execution)	Click or tap here to enter text.
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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 F: ELIGIBILITY AND QUALIFICATION FORM

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

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)

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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.

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 (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:

- Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- 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 G: TECHNICAL BID

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

Note to Procurement staff: In the first column please list items from Section 5. Related services and requirements such as installation, training and after-sales should also be listed as required.

Goods, works and/or services to be Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			

Other Related services and requirements <i>(based on the information provided in Section 5)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term			
Warranty			
Local Service Support			

FORM H: PRICE SCHEDULE

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

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Bid Summary

Bidder's Total prices FCA (Price of goods FCA + Related Services if applicable)	Insert amount and currency
Bidder's Total prices CPT (Price of goods CPT + Related Services if applicable)	Insert amount and currency
Total Price of Goods FCA	Insert amount and currency
Total Price of Goods CPT	Insert amount and currency
Total Price of Related Services	Insert amount and currency
Freight Cost per 20/40 ft. container (if applicable)	Insert amount and currency
Customs clearance costs (if applicable)	Insert amount and currency

Prices for Goods

Item/ lot	Description	Qty (a)	Currency: [procurement official to insert applicable currency]			
			Unit price FCA (b)	Unit price CPT (c)	Total price FCA (a)x(b)	Total price CPT (a)x(c)
1.	Insert name of item. Add or remove rows as necessary	Insert Qty				
2.						
3.						
4.						
5.						
Total Price of Goods [remove this row if evaluation is per lot]						

Procurement staff to decide if the table for services only is needed or if the ITB for services has a goods component. Please note that freight, clearance, insurance and installation must always be reflected. If so, please add the below table.

Prices for related services [remove if not relevant]

Item/ lot	Description of the services	Quantity and physical unit (a) if applicable	Unit price (b) if applicable	Total price per service (a)x(b)
1.	Insert name of service. Add or remove rows as necessary	Insert Qty		
2.				
3.				
4.				
5.				
Total Price of Related Services [remove this row if evaluation is per lot]				

Bidder's delivery data

Country of origin of offered products	Item 1	insert more rows in each section if necessary or delete if too many			
	Item 2				
	Item 3				
	Item 4				
	Item 5				
FCA point(s) of delivery for offered products	Item 1				
	Item 2				
	Item 3				
	Item 4				
	Item 5				
Shipment dimensions of offered products (Including package)		Gross weight	Total volume	Containers (if applicable)	
				Number	Size
	Item 1				
	Item 2				
	Item 3				
	Item 4				
	Item 5				
Total					

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind [Click or tap here to enter text.](#) should IOM accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

