

REQUEST FOR PROPOSAL (RFP)

Provision of Customs Clearance and Domestic Freight Forwarding Services to IOM South Sudan on a Non-Exclusive Long-Term Agreement Basis (1 year with possible extension to another 2 years)

RFP Reference No: **JUBLOG2023-003-LTA**

Country: Republic of South Sudan

Date: 22 August 2023

SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

- Form A: Checklist
- Form B: Technical Proposal Submission
- Form C: Proposer Information
- Form D: Joint Venture/Consortium/Association Information (only if applicable)
- Form E: Eligibility and Qualification
- Form F: Format for Technical Proposal
- Form G: Format for CV of proposed key personnel
- Form H: Financial Proposal Submission
- Form I: Format for Financial Proposal

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

We look forward to receiving your proposal.

Approved by:

WARDERE Tahlil
Head, Supply Chain
Procurement and Logistics Unit

SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
1. Scope	<p>Proposers are invited to submit a proposal for the services specified in Section 5: Terms of Reference in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.</p> <p>Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM.</p>
2. Interpretation of the RFP	Any proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any Proposer as a result of this RFP.
3. Supplier Code of Conduct	All Proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.ungm.org/Public/CodeOfConduct .
4. Eligible Proposers	<p>Proposers shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A Proposer, and all parties constituting the Proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A Proposer shall be deemed to have the nationality of a country if the Proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> ● is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; ● is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; ● is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; ● Other sanctions lists, if applicable, as per the discretion of the IOM.
5. Proprietary information	The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to Proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm.
6. Publicity	During the RFP process, a Proposer is not permitted to create any publicity in connection with the RFP.
SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations

	<p>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 endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.</p>
8. Amendment of solicitation documents	<p>At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective Proposers.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the Proposers reasonable time to incorporate the amendment into their proposal.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	The Proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
10. Language	The proposal, as well as any and all related correspondence, exchanged by the Proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
11. Documents establishing eligibility and qualifications of the Proposer	The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a Proposer, its qualifications must be documented to IOM's satisfaction.
12. Technical proposal format and content	<p>The Proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
14. Currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:</p> <ul style="list-style-type: none"> ● IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. ● In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet,

	<p>IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.</p>
<p>15. Duties and taxes</p>	<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 proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet.</p>
<p>16. Proposal validity period</p>	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the proposal validity period, the Proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request Proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.</p> <p>If the Proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.</p> <p>The Proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.</p>
<p>17. Proposal security</p>	<p>Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.</p> <p>The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected. If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, Proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful Proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by IOM pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM and the proposal rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the Proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; ● In the event the successful Proposer fails: <ul style="list-style-type: none"> ○ to sign the contract after IOM has issued an award; or

	<ul style="list-style-type: none"> ○ 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 Proposer.
<p>18. Joint Venture, Consortium or Association</p>	<p>If the Proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:</p> <ul style="list-style-type: none"> ● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and ● if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association’s proposal is the proposal selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> ● Those that were undertaken together by the JV, Consortium or Association; and ● Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>19. Only one proposal</p>	<p>The Proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● they have at least one controlling partner, director, or shareholder in common; or

	<ul style="list-style-type: none"> ● any one of them receive or have received any direct or indirect subsidy from the other/s; or ● they have the same legal representative for purposes of this RFP; or ● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another Proposer regarding this RFP process; ● they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead Proposer, or some key personnel proposed to be in the team of one Proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
<p>20. Alternative proposals</p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a Proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.</p> <p>If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.</p>
<p>21. Pre-proposal conference</p>	<p>When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested Proposer.</p> <p>IOM will not issue any formal answers to questions from Proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).</p> <p>The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) Proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the Proposer’s conference or issued/posted as an amendment to RFP.</p>
<p>22. Site inspection</p>	<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 Proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.</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 Proposer.</p> <p>Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the Proposers to participate in a site inspection.</p> <p>Prior to attending a site inspection, Proposers shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ol 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 Proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), Proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<p>23. Errors or omissions</p>	<p>Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>24. Proposers' responsibility to inform themselves</p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, Proposers shall ensure that they:</p> <ul style="list-style-type: none"> ● examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; ● review the RFP to ensure that they have a complete copy of all documents; ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; ● verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; ● attend any pre-proposal conference if it is mandatory under this RFP; ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and ● form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. <p>Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the Proposers.</p>

<p>25. No material change(s) in circumstances</p>	<p>The Proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● a change affecting any declaration, accreditation, license or approval; ● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Proposer or its major sub-contractors; ● a change to any information on which IOM may rely in assessing proposals.
<p>SUBMISSION AND OPENING OF PROPOSALS</p>	
<p>26. Instruction for proposal submission</p>	<p>The Proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.</p> <p>Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the Proposer fully accepts the IOM General Conditions of Contract.</p>
<p>27. Deadline for proposal submission</p>	<p>Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the Proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and Proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<p>28. Withdrawal, substitution and modification of proposals</p>	<p>A Proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the Proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the Proposer. IOM shall not be responsible to return the proposal to the Proposer at IOM’s cost.</p>
<p>29. Storage of proposals</p>	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet.</p>

	No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal.
30. Proposal opening	<p>Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.</p> <p>There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.</p> <p>The Proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to Proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to Proposers.</p> <p>Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the Proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
31. Late proposals	<p>Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the Proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.</p> <p>In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the Proposer or was due to force majeure.</p>
EVALUATION OF PROPOSALS	
32. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a Proposer or anyone on behalf of the Proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.</p>
33. Evaluation of proposals	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals.
34. Preliminary examination	IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.
35. Evaluation of eligibility and qualification	The eligibility and qualification of the Proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in

<p>36. Evaluation of technical and financial proposals</p>	<p>Article 4 (Eligible Proposers).</p> <p>The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet.</p> <p>When necessary, and if stated in the Data Sheet, IOM may invite technically responsive Proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.</p> <p>In the second stage, only the financial proposals of those Proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <table border="1" data-bbox="507 943 1441 1227"> <tr> <td> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> </td> </tr> <tr> <td> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> </td> </tr> <tr> <td> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, 50%) + (FP Rating) x (Weight of FP, 50%)</p> </td> </tr> </table>	<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p>	<p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p>	<p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, 50%) + (FP Rating) x (Weight of FP, 50%)</p>
<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p>				
<p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p>				
<p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, 50%) + (FP Rating) x (Weight of FP, 50%)</p>				
<p>37. Post-qualification</p>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the Proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or with previous clients, or any other entity that may have done business with the Proposer; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. 			
<p>38. Clarification of proposals</p>	<p>IOM may request clarification or further information in writing from the Proposers at any time during the evaluation process. The Proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).</p>			

	<p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>Any unsolicited clarification submitted by a Proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.</p>
<p>39. Responsiveness of proposal</p>	<p>IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM's rights or the Proposer's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other Proposers presenting substantially responsive proposals. <p>If a proposal is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.</p>
<p>40. Nonconformities, reparable errors and omission</p>	<p>Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other Proposers.</p> <p>Provided that a proposal is substantially responsive IOM may request the Proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the Proposer to comply with the request may result in the rejection of its proposal.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price 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 Proposer does not accept the correction of errors, its proposal shall be rejected, and its proposal security may be forfeited.</p>
<p>41. Right to accept any proposal and to reject any or all proposals</p>	<p>IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected Proposer or Proposers or any obligation to inform the affected Proposer or Proposers of the grounds for IOM's action. IOM shall not be obliged to award the contract to the lowest-priced offer.</p>

AWARD OF CONTRACT	
42. Award criteria	Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified Proposer based on the award criteria indicated in Section 3: Data Sheet.
43. Right to vary requirement at time of award	At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.
44. Notification of award	Prior to the expiration of the period of proposal validity, IOM will notify the successful Proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the Proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
45. Debriefing	In the event that a Proposer is unsuccessful, the Proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.
46. Performance security	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall furnish a 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 comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful Proposers pursuant to Article 17 (Proposal security).</p> <p>Failure of the successful Proposer 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 proposed security. In that event IOM may award the contract to the next lowest ranked Proposer.</p>
47. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the Proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
48. Liquidated Damages	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order.
49. Proposal protest	Any Proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mescu@iom.int

SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is JUBLOG2023-003-LTA. The services include provision of Customs Clearance and Domestic Freight Forwarding Services for IOM South Sudan Operations as further described in Section 5 of this RFP.</p> <p>Based on the results of this competitive solicitation exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful Proposer(s) for the provision of an indefinite quantity of the specified services in support of IOM's operations.</p> <p>The successful Proposer shall accord the same terms and conditions to any other organization within the United Nations System that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: one (1) year with the possibility of extension for up to two (2) additional years subject to the Service Provider's satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased is 250 Shipments. 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 Service Provider and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible Proposers	Bidders from all countries are eligible to bid.
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: AFZA Nishad Address: New Industrial Area, Northern Bari, Juba, South Sudan E-mail address: nafza@iom.int</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).</p> <p>Deadline for submitting requests for clarifications / questions: 31 August 2023, 17:00 hours, local time</p> <p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries: Direct communication to Prospective Proposers by email and posting on www.iom.int</p>
10.	Language	All proposals, information, documents and correspondence exchanged between IOM and the Proposers in relation to this solicitation process shall be in English.
	Partial proposals	Submitting proposals for parts or sub-parts of the TOR is NOT allowed.

14.	Currencies	Prices shall be quoted in US Dollars.
15.	Duties and taxes	All prices shall: Be exclusive of VAT and other applicable indirect taxes.
16.	Proposal validity period	120 days
	Price validity period	Prices offered under this RFP should remain valid for the period of at least one-year, initial duration of the LTA
17.	Proposal security	Not Required
20.	Alternative proposals	Shall not be considered
21.	Pre-proposal conference	Will not be conducted
22.	Site inspection	A site inspection will not be held.
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input type="checkbox"/> Email</p> <p><input checked="" type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY COURIER / HAND DELIVERY:</p> <p>Proposal submission address: <i>International Organization for Migration (IOM), New Industrial Area, Northern Bari, Juba, South Sudan</i></p> <ul style="list-style-type: none"> ▪ The Proposer shall submit the Proposal in one sealed outer envelope and two inner envelopes, as detailed below. ▪ Distinct, separately sealed technical and financial proposals are requested from the Proposers in order to evaluate them separately. Both distinctly sealed envelopes of technical and financial proposals shall be kept in another envelope (outer envelope), which shall be sealed as well. Non-compliance with this instruction shall result in rejection of the proposal received. ▪ The outer envelope must be clearly marked with the following: <p>*CONFIDENTIAL PROPOSAL - ONLY TO BE OPENED BY AUTHORISED PERSONNEL*</p> <p>RFP Reference: JUBLOG2023-003-LTA</p> <p>Attention: IOM BEC, Juba Office</p> <p>Proposers name and details: <i>Please insert your company details</i></p> <ul style="list-style-type: none"> ▪ The inner envelopes shall be marked as follows: <ul style="list-style-type: none"> ○ Both inner envelopes shall indicate the Proposer’s name and address and the RFP reference number. ▪ The first inner envelope shall be marked “Technical Proposal” and shall contain one soft copy and one hard copy/ies of all the duly filled and signed Returnable Proposal Forms and other documentation EXCEPT Returnable Proposal Form H: Financial Proposal Submission and Form I: Financial Proposal and other price related documents if applicable. Where more than one hard copy of the technical proposal is requested one hard copy shall be marked “Original” and the other(s) marked “Copy”. In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as “Original” shall govern. ▪ The second inner envelope shall be marked “Financial Proposal” and include the duly completed and signed Returnable Proposal Form H: Financial Proposal Submission and Form I: Financial Proposal Financial Proposal Form and any other price related documents if applicable. The

		financial proposal shall be prepared in one soft copy and one hard copy/ies. Where more than one hard copy is required, one shall be marked “Original”, and the other(s) marked “Copy”. In the event of any discrepancy between the soft and/or the hard copies of the proposal, the proposal marked as “Original” shall govern.
27.	Deadline for proposal submission	Date: 05-Sep-23 Time: 17:00 hours, local time Time zone: (GMT+2)
30.	Proposal Opening	<input checked="" type="checkbox"/> Public proposal opening will not be held. <input type="checkbox"/> Public opening of technical proposals will be held as per below details. Date and Time: Venue: <input type="checkbox"/> Public opening of financial proposals will be held as per below details. Date and Time: Venue:
36.	Evaluation of technical and financial proposals	Evaluation will be based on: <input type="checkbox"/> Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers) <input checked="" type="checkbox"/> Combined scoring method using a distribution of 50%-50%. Technical proposal - financial proposal <input type="checkbox"/> Other The maximum number of technical points is detailed in Section 4: Evaluation Criteria To be substantially compliant, Proposers must obtain a minimum threshold of 75% of maximum points.
43.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 25% The maximum percentage by which quantities may be decreased is 25%
	Contract award to one or more Proposer	IOM will award a contract to: One or more Bidders, depending on the following factors: Highest Ranked Bidders
	Type of contract to be awarded	Service Agreement See Section 6: for sample contract.
	Expected date for commencement of contract	01-Oct-23
	Conditions of contract to apply	Service Agreement See Section 6.
47.	Performance Security	Not required
48.	Advance payment	Not allowed
49.	Liquidated damages	Will be imposed as follows: Percentage of contract price per week of delay: 2% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

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

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

Minimum Eligibility and Qualification Criteria

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

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

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form C: Proposer Information
Certifications, Licenses and Insurances required under RFP	Form C: Proposer 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 B: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form B: Technical Proposal Submission
The Proposer has not declared bankruptcy, 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 B: Technical Proposal Submission
Company undertakes not to engage in proscribed practices (including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice), with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the IOM.	Form B: Technical Proposal Submission
Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form E: Eligibility and Qualification
Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years.	Form E: Eligibility and Qualification
Previous Experience:	
Minimum 3 (three) years of relevant experience.	Form E: Eligibility and Qualification
Minimum 2 (two) contracts of similar value, nature and complexity implemented over the last 3 (three) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form E: Eligibility and Qualification
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 (three) years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last 3 (three) years.	Copy of audited financial statements for the last 3(three) years. / Form E: Eligibility and Qualification

Turnover: Proposers should have annual sales turnover of minimum \$300,000 (three hundred thousand US Dollars) for the last 3 (three) years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).

Copy of audited financial statements for the last 3 (three) years. Form E: Eligibility and Qualification

Technical Evaluation Criteria

#	Criteria	Obtainable Points
1	Company profile, specific experience of the Service Provider, relevant to the assignment. <i>Provide a company history of customs clearing and freight forwarding services offered that includes experience, particularly in South Sudan, area(s) of service, type of operations, major clients and other relevant information IOM should know about services offered.</i>	25%
2	Similar contracts with UN Agencies and International Organizations. <i>Provide copies of Contract and Statements of Satisfactory Performance from the Top 3 (three) Clients or more</i>	10%
3	Key professional staff qualifications and competence for the assignment. <i>Provide proposed key personnel bio, certificates, licenses etc. proving their adequate proficiency and expertise for the assignment.</i>	10%
	Profile/Qualification of the Designated focal point to IOM on this assignment.	10%
4	Financial capacity, Service Providers are required to demonstrate their ability to comply with the requirements of IOM and have sufficient financial resources to conduct operations on self pre-financing basis. <i>Provide a reference from the bank evidencing of adequacy of working capital (access to line(s) of credit & availability of other financial resources); Audit Reports for the last three (3) years.</i>	20%
5	Technical resources, Service Providers possess with sufficient technical resources for the assignment. <i>Provide a summary of the company's complete fleet (tabulated - in company's template), list of freight transport and loading equipment.</i>	10%
6	Understanding of the requirements for services, proposed approach, solutions, methodology and outputs. <i>Provide a detailed proposal showing how the company shall fulfil the requirements as set out in the TOR; experience in the provision of services; compliance with the TOR.</i>	15%
Total:		100%

Financial Evaluation

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

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

The BEC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

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

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

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

Where:

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

The Proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.50; F = the weight given to the Financial Proposal = 0.50; T + F = 1)

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

Evaluation of Price shall be conducted in the following manner:

NIMULE BORDER HANDLING AND CUSTOMS CLEARANCE	CURRENCY	PRICE UNIT	PRICE	Annual Est. Amount (For Evaluation Purposes Only)	% for financial evaluation
Customs Clearance Service Charges <u>including company's service fee</u>	USD	Per Truck (Regardless of Truck Capacity)		200	75%
JUBA INTERNATIONAL AIRPORT HANDLING AND CUSTOMS CLEARANCE	CURRENCY	PRICE UNIT	PRICE	Annual Est. Amount (For Evaluation Purposes Only)	% for financial evaluation
Customs Clearance Service Charges <u>including company's service fee</u>	USD	Per AWB		46	15%
IMPORT LICENSE	CURRENCY	PRICE UNIT	PRICE	Annual Est. Amount (For Evaluation Purposes Only)	Remarks
Company's Service Fee	USD	Per Each License		4	10%
TOTAL:					100%

Prices of the other Services shall not be considered for evaluation.

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

SECTION 5: TERMS OF REFERENCE

1. Background and Objectives

The aim of this RFP is to contract one or more duly licensed and competent Service Providers for provision of customs clearance and domestic freight forwarding services for operations of IOM South Sudan on a Long-term Basis, namely:

- Customs clearance of imported emergency shelter, non-food items, health and non-health products upon request of IOM, including storing in temporary storage warehouse during the customs clearance process;
- In-country transportation of imported/cleared goods to IOM warehouses or distribution points to the regions.

For the purpose of this RFP the term “Customs Clearance and Freight Forwarding Services” will be used as a reference to all type of services listed in the Scope of Services of this Terms of Reference.

The Services will be provided throughout the term of Contract signed between IOM and the selected Service Provider. The Service Provider will abide by all applicable laws and international standards to ensure the Services are provided in a safe and professional manner.

The Bidders should quote for all the Services required under this RFP. Conditions for applying to parts or sub-parts of the Services under this RFP are not allowed. Hence, any Proposal submitted for parts or sub-parts of the Services shall not be considered. The evaluation of Financial Proposals will be made based on total costs of Bidder’s financial proposal. IOM reserves the right to select the overall most favorable solution at its discretion.

The annual volume of the above-mentioned services procured by the IOM South Sudan during 2022 amounts to approximately 250 shipments arriving to country. Although, there is no precise prediction, volume of services in the years to come is expected to remain at the comparatively similar levels. The vast majority of consignments received come via road by Nimule Border. However, any agreement resulting from this RFP carries with it no guarantee of future business levels.

The Long-Term Agreement (LTA) is for an initial duration of 1 (one) year, potentially extendable for the period of 2 (two) additional years, at the discretion of IOM, subject to satisfactory performance of the Service Provider and IOM needs for the provision of the Services.

2. Overview of Services

The Service Provider shall provide on a priority basis the following services (in full or partial):

- 2.1 As and when requested by IOM, perform full customs clearance, permit acquisition, and any other related services from the points of entry in South Sudan (Juba International Airport, Nimule Border and etc.) to the point of destination as specified in the forwarding information or in writing by the IOM.
- 2.2 As and when requested by IOM, perform expediting, transport, freight forwarding and related services from the point of entry in South Sudan to the point of destination as specified in the forwarding information or in writing by the IOM.
- 2.3 Manage the entire supply chain and logistical functions from the point of entry to South Sudan to the point of final destination. This will include all necessary equipment, handling services, warehousing facilities, qualified personnel, expertise and other means necessary to perform the transport, inventory management, freight forwarding and related services in accordance with best commercial practice.
- 2.4 Manage the land transport of goods to/from point of loading to the consignor as annotated on the waybill by the IOM.
- 2.5 Aside from IOM shipments, the Service Provider may be called upon for the customs clearance and transportation (if necessary) of personal effects of IOM staff, for the purpose of relocation or otherwise.
- 2.6 All written communication shall be performed in English, be it communication by email, letter or fax.

3. SCOPE OF SERVICES

A. QUALIFICATIONS

The Service Provider is required to meet the following requirements:

General requirements

1. Accreditation/Affiliation with a fully licenced Customs Broker from the Government of South Sudan is required.
2. Recent experience (with references) in managing Humanitarian and/or Diplomatic cargo utilizing the Duty Exemption Form is required. It is the expectation that the Service Provider assist the IOM in securing the timely exemption of import duties and Goods and Service taxes for IOM goods shipped to South Sudan.
3. The expertise of the Service Provider will be heavily relied upon in order to prevent IOM consignments from being unnecessarily flagged, delayed, detained, and/or penalized by relevant Government Authorities. Previous management and experience in the importation of similar types of humanitarian cargos is required.
4. The Service Provider shall perform the mentioned services under the Contract as and when requested by IOM on a priority basis throughout the contractual period.
5. The Service Provider shall provide the necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the customs clearance, warehousing and transportation services in accordance with the best commercial practice.
6. The Service Provider shall advise on better conditions or options available to IOM, such information may be attributable to tariffs, carriers, and etc.
7. The Service Provider must be knowledgeable of international conventions and local laws with regards to carriage of goods by air and by land.

Custom clearance services

1. Availability of licenses from relevant Customs Authorities of the Republic of South Sudan and proven capacity to fulfil customs clearance and freight forwarding.
2. Availability of at least 1 (one) qualified customs broker within its staff with minimum 3 years of experience in provision of customs clearance services (CVs and other relevant documents are to be enclosed to the Proposal).
3. Availability of sufficient and qualified staff (human resources) to ensure required quality control, storage, loading/unloading, management and keeping of records of the stored and distributed goods and materials (the list of personnel, job descriptions and CVs of staff are to be enclosed to the Proposal).
4. Availability of at least 1 (one) contract (preferably long-term agreement) of similar nature and volumes and for the duration of minimum 1 (one) year with UN Agencies or International Organizations in the last 3 (three) years.

Services required:

- Incoming Road Freight – Management of Customs Clearance, Customs Declaration Fee, Management and Material Handling for consignments arriving in South Sudan.
- Incoming Air Freight – Management of Cargo Automation, Airline Document Fee, Terminal Fee, CMR Fee, International transfer fee(s), Customs Clearance, Agency Fee(s), Document Retention, Management, and Handling (EDI) Fee(s) for consignments arriving in South Sudan.

Domestic Freight forwarding (transportation) services

1. Availability of appropriate transport pool, machinery for transportation of goods from the port of entry to final destination required by IOM. Otherwise, the Service Provider should have effective agreement with a transportation company for transportation services. The respective evidence documents are to be enclosed to the Proposal.
2. The Service Provider is expected to have the necessary Government permits and licenses to formally operate in transportation sector in the Republic of South Sudan.

Services required:

- Incoming Road Freight – Transport supplies from Nimule Border to IOM Warehouse in Juba or other locations within South Sudan on request of IOM.

- Incoming Air Freight - Transport supplies from Juba International Airport to IOM Warehouse in Juba or other locations within South Sudan on request of IOM.

List of goods:

The main commodities to be cleared, received, stored and transported under the Contract include (but are not limited to): ➤ Pharmaceutical products, ➤ Rapid diagnostic test kits ➤ Laboratory equipment and reagents, ➤ Medical consumable items ➤ Nutritional supplements/supplies ➤ Vehicles and motorcycles ➤ Computers & Printers ➤ Emergency supplies ➤ General Supplies.

Operational procedure

1. IOM shall provide the Service Provider with relevant shipping documents, a copy of Delivery Instruction/Invoice/Packing List or Purchase Order, or a part thereof, giving a description and particulars of the goods, point of origin, the terms of delivery, and special handling instructions and other pertinent details. The said document shall indicate the expected delivery date by the Supplier or arrival of the shipment so that the Service Provider can coordinate receipt of goods. Omission of any of the foregoing information shall not diminish the Service Provider's obligation under this arrangement.
2. The Service Provider shall check all consignments received and verify completeness and conformity to shipping documents and any other instructions provided by IOM with regard to number of packing units, packing, marking and documentation. Any discrepancies shall be notified to the concerned IOM office immediately.
3. The Service Provider shall have the supplies cleared in the shortest possible time. Starting from the date of receipt of documents, the Service Provider shall have his full attention and dedicated staff for IOM consignment, in order to avoid delays and demurrage.
4. The Service Provider shall inform IOM when goods are cleared for on-forwarding or collection, as per the instructions provided by IOM.
5. The contractor shall request to the customs authorities, bond extensions, on behalf of IOM, when regulated days are finished, considering that bond extensions are at the discretion of customs authorities.

Management and Liaison with IOM

1. The Service Provider shall have representation for management of the assignment described under this Terms of Reference through an office located in South Sudan territory.
2. The Service Provider shall nominate a professional, reliable contact person or persons who will be responsible for the performance of the obligations and to liaise with IOM or other consignees directly.
3. IOM reserves the right to request the Service Provider 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 Service Provider shall promptly comply with such request.
4. The Service Provider shall provide the names and CV of the designated staff working on IOM's account.

Cargo Handling Equipment

The Service Provider will have or be able to make arrangements for sufficient and adequate cargo handling equipment, such as forklifts, hand pallet trucks, trolleys, etc.

B. CUSTOMS CLEARANCE SERVICES

The Service Provider shall perform the following:

- i. Full clearing services when and as requested by IOM in its capacity as an accredited clearing and forwarding company. This includes all customs related formalities required for importation of all goods incoming from outside South Sudan and consigned to IOM or IOM's Partners.

The scope of such services shall include the following:

- Sea, Air and Land imports, including:
- Imports clearance
- Bond/ temporary clearance for special consignments, including those requiring cold chain
- Border points clearance

- ii. As and when requested by IOM, perform transport, freight forwarding and related services from the port of entry and/or warehouse to the point of destination.
- iii. Manage the entire transport chain and logistics functions from the port of entry/warehouse to the point of destination, including all elements of the modes of transport necessary up to and including the delivery to the pre-defined final destination. This will include all necessary equipment, facilities, qualified personnel, expertise and other means necessary to perform the transport, freight forwarding and related services in accordance with the best commercial practice.
- iv. The Service Provider shall exercise due diligence to detect any unaccustomed or unusual shipment of goods, such as possible duplicate shipments, sudden increase or decrease in volume, etc. Such occurrence shall be communicated to IOM immediately upon detection.
- v. The Service Provider shall monitor and follow all shipment until released to the consignee at the ultimate delivery point as stipulated in the transport document. If any shipment deviation, i.e. delays, short shipments and damages during transit, etc, the Service Provider shall promptly notify IOM, the consignee and the parties of such deviation and provide information or suggestions on further plan of action.
- vi. Be responsible for the receipt, storage, handling and customs clearance of shipments at the points of entry, ensuring that cargo is cleared correctly and in a timely manner while avoiding any actions that may result in potential delays or increased costs.
- vii. Additional points of entry may be added during the course of this contract:
 - a) Juba International Airport
 - b) Nimule Border Crossing Point
- viii. For each shipment, IOM shall provide shipping documents giving a description, copy of the Purchase Order (PO) and relevant supporting documentation for customs compliance, such as invoices, packing lists, certificates of origin, bills of lading, air waybills, duty and tax exemption certificates, the name and address of the recipient, terms of delivery, and method of transport (road, rail and air), shipping marks, special handling instructions and other pertinent details.
- ix. Omission of any of the foregoing information shall not diminish the Service provider's responsibilities under this Contract.
- x. The shipping documents shall indicate the expected location and delivery date allowing for coordination of the delivery of goods (if needed) upon receipt of documents.
- xi. The Service Provider shall prepare all necessary customs documentation based on IOM standard instructions, particulars in the shipping documents and all laws and regulations as dictated by the nature of the goods.
- xii. The Service Provider must perform all coordination duties necessary in connection with customs clearance and the handling and movement of cargo between the points, customs representatives, IOM representative, and air/land freight operational units.
- xiii. The Service Provider shall ensure that the number of pieces, dimensions of each piece, the description of items, the packing and the gross weight and markings are in accordance with the information contained in the shipping documents submitted by IOM.
- xiv. IOM may request shipments to be cleared not more than 2 (two) working days upon arrival.
- xv. If any loss, shortage, damage or deterioration of the goods is found or detected, take delivery of the said goods only after obtaining required certificate/report from the concerned authorities for insurance claim purposes and inform IOM in the matter forthwith.
- xvi. The Service Provider agrees to provide services on customs clearance of goods, subject to request of IOM and provision of power of attorney and necessary shipment documents for each consignment.
- xvii. The Service Provider arranges technical facilities and extra human resources (as required) for loading/unloading of goods with relevant third-party service providers in the ports of entry.
- xviii. The Service Provider should provide detailed information regarding temporary or permanent storage facilities it may have within the territory of Juba International Airport and Nimule Border Crossing Point and its capabilities to store IOM goods until the end of custom clearance procedures.
- xix. The Service Provider ensures timely and duly payment related for customs clearance, entry authorization and certification of the goods in accordance with the national legislation requirements on behalf of IOM and submit to IOM original invoices for reimbursement. Payments must be done in accordance with established rates (officially certified) of the customs office and other third-party service providers rendering port ground services.

D. DOMESTIC FREIGHT FORWARDING (TRANSPORTATION OF GOODS) FROM PORTS OF ENTRY TO FINAL DESTINATION

The Service Provider is required to meet the following requirements:

- i. Required to provide transportation of shipments arriving to South Sudan to in-land locations. The IOM does not guarantee any minimum volume of shipments to be handled;
- ii. Upon receipt of the shipping documents from IOM stating the date, final destination and any special handling or packing instructions, organize transportation services as needed once the shipment has cleared customs;
- iii. Upon delivery of consignments to warehouse, acknowledgment report to be provided shall contain:
 - a. The quantity both in packing units and pieces and the description of goods received and the date received;
 - b. The name of the supplier condition of the goods received, including details as to whether the goods packaging were damaged;
 - c. The name and signature of authorized IOM representative. The Service Provider must include a copy of such acknowledgment report with all documentation provided in support of the invoiced claim submitted;
 - d. Additional information might be added upon request of IOM.
- iv. Perform expediting from IOM's assigned suppliers, to ensure goods are picked up and transported without delay;
- v. Ensure that all consignments are dispatched without delay and reaches its destination within the normal time period acceptable for the particular route and mode of transport involved. By nature of the humanitarian cargo to be moved for IOM, time is often of essence;
- vi. For emergency shipments, 24 hours / 7 days a week support shall be required, to ensure immediate dispatch upon readiness of goods;
- vii. In the event that goods are loaded with damage, this is to be annotated on the waybill and IOM is to be notified immediately. Upon delivery of consignments the authorized recipient is to acknowledge:
 - a. The quantity and type of goods received and the date received;
 - b. The condition of the goods received, including details as to whether either the goods packaging were damaged prior to receipt by recipient or IOM;
 - c. The name and signature of authorized representative. The Service Provider must include a copy of such acknowledgment receipt with all documentation provided in support of the invoiced claim;
- viii. Transportation is to be done with respective transport means corresponding to the nature/category/volume of goods to ensure cost-efficiency.
- ix. Provide the necessary equipment and personnel required for loading/offloading, stuffing/unstuffing of containers and other means necessary to perform the Services.
- x. Timely inform IOM about successful delivery of goods to assigned destination and provide duly signed waybill/acceptance certificate (whatever is applicable) proving receipt of goods by the assigned end-user. The scanned copies of such documents should be sent to IOM together with invoice on a monthly basis.
- xi. The Service Provider maintains liability insurance for all transported goods during transportation in an adequate amount to cover risk of their theft, loss and damage. In the event that any of the IOM resources is damaged, stolen, lost or otherwise forfeited, the Service Provider shall provide IOM with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to such damage, loss or forfeiture, and shall reimburse IOM for any value lost immediately upon request by IOM.
- xii. Unloading period is deemed to be included in the Services. On very exceptional cases, IOM may require the Service Provider's freight carrier to detain unloading of goods at the final delivery points. In such a case, detention costs will be paid on a rate agreed between IOM and the Service Provider during contract negotiations. Detention period is deemed to constitute 24 (twenty-four) hours from the moment of delivery of goods to the final destination. Any detention costs will be communicated to the Service Provider, being approved by IOM in advance and recorded in Goods Delivery documents.
- xiii. Delivery locations are stated in this document. However, they may vary based on program needs of IOM. The Service Provider will be required to serve all destinations of IOM need with transportation of goods:

From	To
Nimule Border	IOM Warehouse in Juba
Juba International Airport	IOM Warehouse in Juba

- xiv. Transportation is required by following types of vehicles:

#	Type	Estimated Capacity (in feet)	Other specs
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1	40t cargo truck (20t with trailer)	40 feet	Open body truck, heavy-duty, 40t payload, folding walls for efficient loading and unloading
2	20t cargo truck	20 feet	Open body truck, medium-duty, 20t payload, folding walls for efficient loading and unloading
3	10t cargo truck	10 feet	Open body truck, medium-duty, 10t payload, Hino Model or its equivalent
4	5t cargo truck	5 feet	Open body truck, medium-duty, 5t payload, Hino Model or its equivalent

Designation of Other Carriers/Transporter

IOM reserves the right to designate carriers and routings when necessary and to negotiate directly with carriers or use its own transport means for freight forwarding at any time deemed necessary. IOM shall inform the Service Provider of such negotiations which will be used solely for the benefit of IOM.

Insurance coverage and Claims Handling

To ensure the appropriate insurance coverage of IOM goods in transit, the following requirements apply to the Service Provider:

- i. Ensure that all trucks are fully insured (All Risk Insurance) to the value of the Vehicle and cargo contained therein against normal risks (fire, theft and third-party liability) at its own expense and without any liability to IOM in whatsoever way. The Service Provider is to provide proof (a certificate from the insurance company) of the insurance coverage;
- ii. Ensure that all staff employed to fulfil the services on behalf of IOM, is insured in accordance with laws of South Sudan and with no liability to IOM;
- iii. Claims – shall offer assistance to IOM and/or the IOM designated Insurance Company in lodging and pursuing claims for loss or damage in transit with the relevant parties, protecting the interests of IOM at all times and ensure that settlements are effected without delay, in accordance with relevant regulations, subject to inherent delays of the relevant legal systems.

Management, Performance and Reporting of the Contract

The Service Provider is expected to abide and deliver according to the requirements stated in this document, and in the event of non-performance the following apply:

- i. Failure to provide customs clearances and/or commence transportation of goods to the required destination(s) within a time frame agreed at the time of issuance and receipt of all necessary shipping and IOM documentation, IOM without prejudice reserves the right to seek the appropriate services elsewhere. All costs incurred in excess of normal charges shall be debited to the account of the Service Provider;
- ii. IOM reserves the right to require the Service Provider to discontinue providing services through any agent or subcontractor who, in the opinion of IOM, is unfit or unsuitable to perform the services. Such agent or subcontractor shall be promptly replaced in consultation with IOM, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the agent or subcontractor cases shall be at the Service provider's expense;
- iii. The Service Provider shall be responsible for damage to and/or loss of cargo while in transit (in the Service Provider's care) prior to delivery, or while in storage under the custody of the Service Provider, the liability shall be the Service Provider's sole responsibility;
- iv. IOM will designate personnel responsible for requesting the services and supervising the Service Provider, including certification of invoices and final evaluation of work.

Affiliates, Agents and Subcontractors of the Service Provider

IOM acknowledges the potential need for the Service Provider to work with affiliates, agents and subcontractors, to be able to meet all service requirements in all the stated areas of this document. For this purpose, the following apply:

- i. The Service Provider will be expected to provide the services through its existing offices and/or affiliates, agents or subcontractor at the location of the port of entry specified above;
- ii. In the event that the Service Provider provides the services through its affiliates, agents or subcontractor in the location of the air/sea port of entry specified above, all services provided shall be deemed to have been provided by the Service Provider, and the Service Provider shall remain responsible for the actions of its affiliates, agents or subcontractors performance under the Contract;
- iii. The Service Provider shall be responsible for all matters related to the operation of its network of offices, affiliates, agents or subcontractors.

Chargeable Fees

- i. The Service Provider shall be paid for its services as described in this document through separate handling fees. The fees shall be calculated by volume and/or number of transactions and/or chargeable weight. The details are available in the Price Schedule (Annex B).
- ii. The Service Provider shall always apply the most economical solution suitable for the services requests based on the fixed rates.
- iii. The Service Provider shall not add any extra charges for administrative costs and out-of-pocket expenses e.g. dispatch of documents, fax, e-mails, phone calls, postage and other minor charges, nor for the cost of supply, installation or maintenance of IT systems. The quoted handling fee shall be valid for the duration of the Contract.

Human resources (minimum qualifications requirements)

Personnel responsible for control and record of cargos, quantitative control of supplied goods, checking package integrity, manual loading/unloading, unpacking and consolidation of goods batches

- Secondary educations
- At least 3 years of working experience in warehouse facilities
- Practice based knowledge and skills in inventory management and stock control

Customs clearance specialist

- University degree in economics, business administration or other relevant fields
- At least 3 years of working experience in customs clearance support
- Working knowledge of English

Invoicing and Payment

- i. The Service Provider is expected to abide by the prices provided in the Price Schedule for the duration of the Contract, unless changes are mutually agreed with IOM;
- ii. The Service Provider shall invoice IOM on monthly basis upon completion of the Services (calendar period from the first to the last day of month);
- iii. The invoices submitted shall include a breakdown of costs with detailed breakdown of all corresponding charges per consignment;
- iv. All invoices must provide evidence of services rendered by original GRNs, Waybills or equivalent, as proof of customs clearance/transport. Failing to do so may result in delays of payment or rejection of relevant line item;
- v. The Service Provider will promptly inform IOM for purpose of approval of any situation under the Contract, which may impose additional financial obligations on IOM;
- vi. Invoices will be processed by IOM in accordance with payment terms and conditions set forth in the Contract signed by Parties.

Mandatory Documents for submission under this RFP

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

- A. Technical Proposal:
 - 1) Form A: Checklist
 - 2) Form B: Technical Proposal Submission

- 3) Form C: Proposer Information (VIS)
 - 4) Form D: Joint Venture/Consortium/Association Information (only if applicable)
 - 5) Form E: Eligibility and Qualification
 - 6) Form F: Format for Technical Proposal
 - 7) Form G: Format for CV of proposed key personnel
 - 8) Business Registration Certificate from relevant Government Authorities
 - 9) A Statement of Satisfactory Performance from at least three (3) Clients from the humanitarian sector; and
 - 10) Financial capacity, annual turnover in the last three (3) years (*a bank statement/financial statements/Audited Financial Statements for the last 3 years*).
- B. Financial Proposal:
- 1) Form H: Financial Proposal Submission
 - 2) Form I: Format for Financial Proposal

Duration of the contract:

Contract signed under this RFP is a Long-Term Contract with initial duration of 1 (one) year and extension may be envisaged depending on quality of Service Provider's performance.

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

Training (when appropriate)

N/A.

Reports and Time Schedule

N/A.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

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

This Service Agreement 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 Service Provider], [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] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 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** - Delivery Schedule and Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)
 - (e) **Annex E** – 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**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. 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 shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.3 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.

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

- 2.4 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 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. 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 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.

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 Price 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 the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. 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. 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.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 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 6*ter* 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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 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. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

- 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 this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the 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 this Agreement.

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

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

SECTION 7: PROPOSAL FORMS (ATTACHED SEPARATELY)

Form A: Checklist

Form B: Technical Proposal Submission

Form C: Proposer Information

Form D: Joint Venture/Consortium/Association Information (**only if applicable**)

Form E: Eligibility and Qualification

Form F: Format for Technical Proposal

Form G: Format for CV of proposed key personnel

Form H: Financial Proposal Submission

Form I: Format for Financial Proposal