IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Extension of Bids Submission Deadline for Provision of Transportation Services (Ref Code: GZT-011-LTA)

Previous Submission Deadline: 29 June 2017 at 13:00*
Extended Submission Deadline: 17 July 2017 at 13:00

*Sealed bids submitted by bidders until previous deadline of 29 June 2017 until 13:00 will be still valid.

Extended By:

Gaziantep Procurement Unit

BIDDING DOCUMENTS

(PROCUREMENT OF SERVICES)

IOM Emergency and Refugee Humanitarian Assistance Programs

PROVISION OF
TRANSPORTATION SERVICES

ITB No: GZT-011-LTA

Prepared by

IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Güvenevler Mahallesi 29069, Sokak No: 15
27560, Şehitkamil / Gaziantep / TURKEY

04/07/2017

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INVITATION FOR BIDS
IFB No. : GZT-011-LTA

Date: 04/07/2017

The International Organization for Migration **(IOM)** is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Emergency and Refugee Humanitarian Assistance Program, the IOM Bids Evaluation and Awards Committee ("BEAC") now invites interested Bidders to submit "Bid" for the long term provision of:

Wheel Number	**Capacity**	**Make**	**Type**
Min. 12 Wheeler	(25 Tons)	Min 2008	Semi-Trailer
10 Wheeler	(15 Tons)	Min 2008	Truck
4-6 Wheeler	(3,5 Tons)	Min 2010	Semi-Truck

A complete set of Bidding Documents is available for download from IOM Turkey website www.turkey.iom.int (at ABOUT US/PROCUREMENT NOTICES)

Bids shall be valid for a period of 12 Months after submission of bids and must be accompanied by Bid Security in the form of *bank guarantee or letter of credit from a reputable commercial banking institution* and shall be delivered to the BEAC latest at Güvenevler Mahallesi, 29069 Sokak No:15, 27360 Şehitkamil/Gaziantep on 17 July 2017 at 13:00.

For all questions and inquiries regarding the bidding please write to: procurementgaziantep@iom.int

Late bids shall be rejected. Bids will be opened at the above address, date and time in the presence of the Bidders who wish to attend.

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Agreement, without obligation to inform the affected Bidder/s of the ground for IOM action.

Very truly yours,

BEAC Chairman

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

Section I. Instructions to Bidders

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A. General Instructions to Bidders

1. Scope of Bid

1.1 IOM invites bids for the Provision of Transportation Services hereto referred as Services.

1.2 The successful Bidder is expected to provide IOM with Services from 01 August 2017 to 30 June 2018 upon request by IOM in accordance with terms and conditions of signed Transportation Agreement (sample attached as Annex C)

1.3 Bidders shall submit bids for trucks that they are in the best position to provide. Bidders are not required to submit bids for all trucks.

1.4 IOM shall select and sign Transportation Agreement with bidders that submit their best possible bids, on different type basis.

1.5 After signature of Agreement the successful Bidder is expected to provide the services to IOM when requested by Purchase Orders (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the prices stated for each item in the Price Schedule of its bid, in accordance with the Technical specifications outlined in Annex B and in line with the delivery schedule outlined by each Purchase Order.

1.6 The Bidder agrees to provide IOM with cleaned, serviceable and appropriately maintained rental cargo trucks upon requested by IOM's representative in timely and efficient manner for the purpose of transporting IOM's humanitarian cargo within Turkey and Syria.

1.7 The Service Provider shall provide on call basis the required Cargo Trucks as requested by the IOM Representative in a good running condition (road worthy) with diligence and efficiency.

1.8 Rates for the trucks rental shall cover as well the costs of the drivers, co-drivers, fuel, regular services, maintenance, spare parts, lubricants, and the insurance covering the driver, co-driver and the truck against all potential risks.

1.9 The Service Provider shall ensure that all necessary trucks' documentations required as per the regulations are in good order and valid during the period of this agreement.

1.10 All costs of the driver and/or co-driver, including salaries, per diems, and any other associated costs shall be the responsibility of the Service Provider not IOM.

1.11 The cargo trucks provided to IOM must have the following:

- Valid registration documents.
- Valid driving license for the driver.

- Valid insurance policy coverage; a comprehensive Insurance for the trucks including the Third Party Liability, as well as the Personal Accident Insurance for the driver and the co-driver.

1.12 The Service Provider shall transport ONLY the IOM Cargo as specified in the waybill. The Service Provider shall not to carry any armed personnel either for purposes of protection and/or as passenger/s.

1.13 The Service Provider having received and loaded the IOM Cargo on the rented trucks in good/sound condition shall ensure its safe transport to its final destinations as advised by IOM. Such cargo shall be delivered in the same good condition. Any loss of and/or damage to the commodities while under the custody of the Service Provider shall be the responsibility of the Service Provider. The value of the commodities shall be calculated as the sum of the following:

- Cost of the commodity and all the freight charges incurred.
- All handling and customs clearing charges incurred.
- Any internal transportation costs incurred.
- An administrative fee of 50% of the above.

1.14 The original copies of the acknowledged waybills shall be made available to IOM by the Service Provider together with the original invoices for the purpose of the payments' executions.

1.15 Unlimited Mileage shall be applied. No extra charges shall apply for any reason, including deviation or third party intervention. No standby costs will be paid by IOM for the non-operational durations.

1.16 The trucks provided by the Service Provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the trucks. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the trucks presented by the Service Provider, and to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

1.17 Fridays, Saturdays and Sundays are not considered “days off” during the journeys of the trucks.

1.18 Drivers shall have a sufficient knowledge and experience in maintaining their own trucks. Reparation caused by any accident and/or mechanical damage during the journeys of the trucks is the responsibility of the Service Provider.

1.19 The Service Provider will ensure to assign a responsible contact person from their respective company to deal with issues related to deployment of trucks, briefing to drivers/co-drivers regarding code of conduct to adhere and to ensure that drivers/co-drivers are not under the influence of drugs or alcohol.

1.20 Any driver/co-driver caught under the influence of the drugs/alcohol will be brought/surrendered to the police for disciplinary actions.

1.21 The Service Provider shall ensure that during the trip, each driver must carry a sufficient fund to secure the fuel needed along the journey. It is completely forbidden to load fuel drums on board with the cargo.

1.22 All rental trucks must be officially authorized to transport cargo. The appropriate national transportation regulations and standards must be met.

1.23 The drivers/co-drivers must always carry valid documents of the trucks insurance/registration and valid driver’s license.

1.24 The Service Provider shall provide a sufficient number of qualified drivers. The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall operate the trucks in a safe manner, with due regard for the safe of the cargo. All aspects of the drivers including payment, worker’s compensation insurance and drivers’ accommodations during the journey are the solely responsibility of the Service Provider. No employment relationship exists between IOM and the drivers.

1.25 IOM will not be responsible to the Service Provider for any loss to any truck. IOM shall not be responsible for the security of the drivers neither during, nor outside the period of IOM cargo movements. Apart from the agreed fee, IOM will bear no responsibility towards the Service Provider, in particular not for claims that maybe raised by third parties against the Service Provider.

1.26 The Service Provider shall be solely liable for any damage or injury suffered by IOM during an IOM cargo movement due to the fault, negligence or otherwise of the Service Provider.

1.27 IOM has no single obligation to support the Service Provider's staff during the works.

1.28 The Service Provider shall invoice IOM by the end of each month. The invoice shall reflect: the service provided, destination from/to, date of the service rendered, type of the truck used, and the cost of the trip.

1.29 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.

1.30 The Service Provider is the legal owner of the vehicles to be rented or legally responsible for sub-contracted vehicles and that the vehicles are properly registered, as evidenced by a Certified True Copy of each truck's registration papers. Each truck must carry the original registration papers at all times during the period of the Agreement.

1.31 Each truck to be leased is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all registered eligible Bidders from Turkey.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3

2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC)

3. Corrupt, Fraudulent, Collusive and Coercive Practices

3.1 IOM requires that all IOM Staff, Bidders, Service Providers, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all agreements. IOM shall reject any Bids put forward by Bidders or where applicable terminate their agreement, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM :

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in agreement execution;

(ii) "fraudulent practice" is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of an agreement, to obtain a financial gain or other benefit to avoid an obligation;

(iii) "collusive practice" is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a agreement.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed agreement if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed agreement.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The services required, bidding procedures, and agreement terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a) Instructions to Bidders (ITB)
b) Agreement for the Transportation of Goods
c) Schedule of Requirements
d) Technical Specifications
e) Sample P.O.
f) Vendor Information Sheet (VIS)
g) Sample Forms

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at procurementgaziantep@iom.int . IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than 1 day prior to the deadline for the submission of bids. All IOM's responses (including explanations of queries without identifying sources of inquiries) will be also published in a Tender Bulletin at www.turkey.iom.int (at ABOUT US/PROCUREMENT NOTICES).

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in English or Turkish language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

10.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;

(b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the agreement if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 15 that the services to be provided by the Bidder are eligible services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 17.

11. Bid Form

11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services to be provided, a brief description of the trucks, fleet capacity, prices and operational capacity.

12. Bid Prices

12.1 The Bidder shall indicate on the appropriate Price Schedule its best fixed long-term prices from 01 August 2017 to 30 June 2018.

12.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) The price of the services quoted, including all customs duties and sales with separate VAT.

(b) Operational capacity for quoted items that can be quoted as daily, weekly, monthly or combined capacity.

12.3 Prices quoted by the Bidder shall be fixed during the Transportation Agreement's duration and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions.

13. Bid Currencies

13.1 Prices shall be quoted in the following currencies:

USD or TRY

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the agreement if its bid is accepted. For this purpose IOM Vendor Information Sheet (VIS) can be used (Attached as Annex E).

14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

14.3 If the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids any information updating their original VIS or company profile on file or, alternatively, confirm in their bids that the originally submitted information remains essentially correct as of the date of bid submission.

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all services, which the Bidder proposes to provide under the agreement.

15.2 The documentary evidence of conformity of the trucks to the bidding documents may be in the form of pictures, drawings, and data.

15.3 For purposes of the commentary to be furnished pursuant to ITB Clause 15.2 above, the Bidder shall note that standards for workmanship and equipment designated by IOM in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand

names, and/or catalogue numbers in its bid, provided that it demonstrates to IOM's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period of 12 Months after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.

16.3 A Bidder may refuse the request. A Bidder agreeing to the request will not be required nor permitted to modify the Bid, but will be required to extend the validity of Bid for the period of the extension, and in compliance with Clause 17 in all respects.

17. Bid Security

17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount of TRY 30,000.00 (Thirty Thousand Turkish Liras).

17.2 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 17.6. The bid security shall be denominated in TRY.

17.3 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by IOM as non-responsive, pursuant to ITB Clause 25.

17.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the bidding conclusion.

17.5 The successful Bidder's bid security will be discharged upon the Bidder signing the agreement, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.

17.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid before the bidding conclusion of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the agreement in accordance with ITB Clause 35;

or

(ii) to furnish performance security in accordance with ITB Clause 34.

18 Format and Signing of Bid

18.1 The Bidder shall prepare an Original and 2nd Copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the agreement. All pages of the bid, shall be initialed by the person or persons signing the bid.

18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY OF BID." The envelopes shall then be sealed in an outer envelope.

19.2The inner and outer envelopes shall:

(a) be addressed to IOM at the address given below Güvenevler Mahallesi, 29069 Sokak No:15 Şehitkamil/Gaziantep ; and

(b) bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: "DO NOT OPEN BEFORE 13:00 17 July 2017*"*.

19.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

19.4 If the outer envelope is not sealed and marked as required by ITB Clause 19.2, the bid will still be considered, however, IOM will assume no responsibility for the bid's misplacement or premature opening.

20. Deadline for Submission of Bids

20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than 13:00 17 July 2017.

20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and

bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.

21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.

22. Modification and Withdrawal of Bids

22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids.

22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of bids.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

E. Opening and Evaluation of Bids

23.Opening of Bids

23.1 IOM will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified herein 14:00 17 July 2017 Güvenevler Mahallesi, 29069 Sokak No: 15 Şehitkamil/Gaziantep. The bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

23.3 Bids (and modifications sent pursuant to ITB Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

23.4 IOM will prepare minutes of the bid opening.

24. Clarification of Bids and Contacting IOM

During evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. Preliminary Examination

25.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 9) will be deemed to be a material deviation. IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Conversion to Single Currency (if applicable)

26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies in USD according to IOM exchange rate for the current month and year.

27. Evaluation and Comparison of Bids

27.1 IOM will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.

27.2 IOM's evaluation of a bid will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the agreement, if provided in the bid.

27.3 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:

(a) Fleet capacity specified in the bid;

(b) other specific criteria indicated and/or in the Technical Specifications

(c) Operational Capacity

28. Clarification of Bids and Contacting IOM

28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the agreement is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.

28.2 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or agreement award may result in the rejection of the Bidder's bid.

29. Post-qualification

29.1 In the absence of pre-qualification, IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the agreement satisfactorily, in accordance with the criteria listed in ITB Clause 14.

29.2 The determination will take into account the Bidder's financial, technical, and operational capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14 and other information as IOM deems necessary and appropriate.

29.3 Prior to award, IOM shall verify and validate any documents/information submitted and if necessary shall conduct ocular inspection of the Bidder office, plant/warehouse and equipment.

29.4 An affirmative determination will be a pre-requisite for award of the agreement to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed

to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Purchaser's Right to Accept any Bid and to Reject any or All Bids

30.1 IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to agreement award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for IOM's action.

F. Award of Agreement

31. Award Criteria

31.1 IOM will award the agreement to the successful Bidders whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the agreement satisfactorily.

32. Notification of Award

32.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder in writing, that its bid has been accepted.

32.2 The notification of award will constitute the formation of the Agreement.

32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, IOM will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause17.

33. Performance Security

33.1 Within five (5) days of receipt of a Purchase Order from IOM, if the Purchase Order Exceeds a value of USD 300,000, the successful Bidder shall furnish a performance security equivalent to 10 (ten) per cent of PO total amount in accordance with the Conditions of Agreement, in the form provided in the bidding documents, or in another form acceptable to IOM.

34. Signing of Agreement

34.1 At the same time as IOM notifies the successful Bidder that its bid has been accepted, IOM will send the Bidder the Agreement provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within five (5) days of receipt of the Agreement, the successful Bidder shall sign and date the agreement and return it to IOM.

Section II. Schedule of Requirements

Annex A

Schedule of Requirements

PROJECT TITLE : IOM Emergency and Refugee Humanitarian Assistance Programme

Wheel Number	Capacity	Make	Type
Min. 12 Wheeler	(25 Tons)	Min 2008	Semi-Trailer
10 Wheeler	(15 Tons)	Min 2008	Truck
4-6 Wheeler	(3,5 Tons)	Min 2010	Semi-Truck

The trucks provided by the Service Provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the trucks. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the trucks presented by the Service Provider, and to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

Name of Bidder: _____
Signature: _____

Date: _____

Section III. Technical Specifications

Technical Specifications

Annex B

PROJECT TITLE : IOM Emergency and Refugee Humanitarian Assistance Programs Item Code : Semi Truck Item Description :	
Brand : _____ Year : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
Length : Min 4 m **Width** : Min 2 m **Height** : Min 1,90 m **Payload Capacity:** 0-3,5 Tons **Wheel** : 4-6 Wheeler **Axle** : 2 Axles **Trailer Type** : Open Top **Made of Year** : Min 2008	

The trucks provided by the Service Provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the trucks. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the trucks presented by the Service Provider, and to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

Name of Bidder: _____
Signature: _____

Date: _____

Annex B

PROJECT TITLE : IOM Emergency and Refugee Humanitarian Assistance Programs Item Code : Truck Item Description :	
Brand : _____ Year : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
Length : Min 7,2 m **Width** : 2,45 - 2,55 m **Height** : 2,70 - 3,15 m **Payload Capacity:** 0-15 Tons **Wheel** : 10 Wheeler **Axle** : 3 Axles **Trailer Type** : Open Top **Made of Year** : Min 2008	

The trucks provided by the Service Provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the trucks. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the trucks presented by the Service Provider, and to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

Name of Bidder: _____
Signature: _____

Date: _____

Annex B

PROJECT TITLE : IOM Emergency and Refugee Humanitarian Assistance Programs Item Code : Semi-Trailer Item Description :	
Brand : _____ Year : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
Length : Min 13 m **Width** : 2,45 - 2,55 m **Height** : 2,70 - 3,15 m **Payload Capacity** : 0-25 Tons **Wheel** : 12-20 Wheeler **Axle** : Min 4 Axles **Trailer Type** : Box Trailer **Made of Year** : Min 2008	

The trucks provided by the Service Provider shall include an adequate supply of lubricants, spare parts, tool kit, first aid kit, fire extinguisher, torch light, drinking water, and in particular, a sufficient number of spare tires. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable trucks immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the trucks. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the trucks presented by the Service Provider, and to require a change of any truck not deemed safe or suitable for the proposed operational duties. If the trucks are not operational for any of the reasons above, IOM will consider the trucks as non-operational and shall be refused. In the event that IOM must seek a third party to replace a truck not provided by the Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

Name of Bidder: _____
Signature: _____

Date: _____

Section IV. Agreement for the Transportation of Goods

Annex C

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

AGREEMENT FOR THE TRANSPORTATION OF GOODS
Between
The International Organization for Migration
And
[Name of the Service Provider]

This Agreement for the Transportation of Goods is entered into by the **International Organization for Migration,** Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as "**IOM**," and [**Name of the Other Party**], [Address], represented by [Name, Title of the representative of the Other Party], 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 transportation 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 (Form 2)
(c) **Annex C** - Delivery Schedule and Terms of Reference
(d) **Annex D** - Accepted Notice of Award (NOA)

2. **Services Supplied**

2.1 The Service Provider agrees to provide to the IOM transportation of goods (the "**Goods**") according to the destinations specified in Annex B (Price Schedule – Form 2).

2.2 The Service Provider will provide complete transportation services required under this Agreement in strict accordance with the Annexes including pick-up and delivery. The Service Provider will provide all labor and equipment required to complete the Service including but not limited to drivers, unskilled labor, trucks, any other modes of transportation, tolls or levies, and fuel.

2.3 The Service Provider shall provide transportation services from 01 July 2017 to 30 June 2018.

3. **Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement (the "**Fee**") shall be USD XXX (amount in words and currency in words) [can specify per week, per month, or per cargo delivery etc.], which is the total charge to the IOM. If, at any time, contracted capacity has

not been made available to IOM (in case of technical breakdown, etc.) the corresponding amounts reflecting daily credits due to IOM will be deducted from the total owed.

3.2 The Fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles' maintenance, repair, any taxes and fuel and any other costs related to the transportation services.

3.3 The Service Provider shall invoice IOM upon completion of all the Services/at the end of every month. The invoice shall include: [services provided, trip rate].

3.4 Payments shall become due 30 calendar days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].

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 In the event of a delay to the specified delivery schedule IOM shall charge a penalty of 0.1% (one tenth of one percent) of the Service fee for every day of breach of the delivery schedule.

4. **Warranties**

The Service Provider warrants that:

4.1 It is the legal owner of the vehicles, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle's registration papers. Each vehicle must carry the original registration papers at all times during the period of this Agreement;

4.2 Each vehicle is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;

4.3 Each vehicle is officially authorized to transport goods and all appropriate national transportation regulations and standards are met;

4.4 Each vehicle is in roadworthy and in good working condition such as to ensure the safety of the Goods, and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM's Transport Supervisor;

4.5 The vehicles provided by the Service Provider are to include the driver, (or in case of long-haul journey, two drivers), an adequate supply of fuel, lubricants, spare parts, and, in particular, a sufficient number of spare tyres. If re-fuelling is not possible because of fuel shortage, IOM will consider the vehicles as non-operational and deductions will be made accordingly. All vehicles shall bear IOM markings;

4.6 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;

4.7 The drivers assigned to vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM;

4.8 The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately and without contest;

4.9 The Service Provider is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand kilometres) or 3 (three) months whichever comes first. During such maintenance or repair, the Service Provider shall provide IOM with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. In case the Service Provider fails to provide such vehicle within 24 (twenty four) hours of required replacement, IOM reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any rental fee during the suspension period;

4.10 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM contracted vehicles;

4.11 The subject vehicles are officially authorized to transport humanitarian aid;

4.12 The Service Provider further warrants that:

(a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all Services in accordance with this Agreement;
(b) It shall comply with all applicable laws, ordinances, rules and 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 or will be offered by 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 procuring 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) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
(i) The Fee specified in Article 3.1 of 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 there under. 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.

4.13 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.14 The above warranties shall survive the expiration or termination of this Agreement.

5. **Assignment and Subcontracting**

5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon 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 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. **Delays/Non-Performance**

6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give

notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. **Independent Contractor**

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, 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**

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 or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

10. **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 of IOM contact person]
[IOM's address]
Email: [IOM's email address]

[Full name of the Service Provider]
Attn: [Name of the Service Provider's contact person]
[Service Provider's address]
Email: [Service Provider's email address]

11. **Dispute resolution**

11.1. 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.

11.2. 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.

11.3. 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.

11.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present 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.

12. **Use of IOM Name**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

13. **Insurance and Indemnities**

13.1 The Service Provider will be liable for all loss or damage to the Goods other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon delivery, the Goods will be counted and assessed and any damage or loss recorded by IOM. All missing or damaged Goods will be debited against any sums due. No fees will be paid in relation to lost/damaged Goods. If the loss/damaged Goods are greater than the sums due, the balance will be deducted by IOM from the sum due in relation to any other agreement with the Service Provider or will be recoverable as damages.

13.2 The Comprehensive Motor Vehicle Insurance of each vehicle which is included in the rental fee shall cover all accidents and any damage caused to the vehicle, its driver and passengers and to a third party as well as property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life, health or property) resulting from any accident in which one of the vehicle's may be involved.

13.3 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.

14. **Status of IOM**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

15. **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.

16. **Termination**

16.1 IOM may terminate this Agreement at any time, in whole or in part.

16.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

16.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17. **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.

18. **Entirety**

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.

19. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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 16.

20.2 Amendments may be made by mutual agreement in writing between the Parties.

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* [Full name of the Service Provider]
Signature	Signature
_____	_____
Name Position Date Place	Name Position Date Place

Annex D

F18.03

IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Headquarters
17 route des Morillon. C.P. 71, CH-1211 Geneva 19, Switzerland
Tel.+ (41.22) 717-9111 Fax +(41.22) 798-6150

Manila Administrative Support Office
25/F Citibank Tower, 8741 Paseo de Roxas, Makati, Philippines
Tel. + (632) 848-1260 Fax +(632) 848-1257

PO No. **Rev. No.**
Reference SAP PO No

PO Date
Revision Date

PURCHASE ORDER

Vendor's Details	*Ship/Deliver Purchased Goods/Services To:*
Delivery Schedule	*Send Invoice To:*
Terms of Payment	

No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total
Sub-Total						
Taxes (if any)						
Shipping						
Insurance						
Discount (if any)						
TOTAL						-

Vendor's Acceptance

This is to certify that I fully read the terms and condtions of this Purchase Order stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its requirements and fully comply with its terms and conditons.

I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.

Sign Over Printed Name & Date

Prepared by:

Date

Approved by:

Date

Distribution: Original - Vendor; Duplicate - Procurement; Triplicate - Accounting

Duplicate Copy

Annex D

Purchase Order No._____ Standard Terms & Conditions
F 18.03

1. **Agreement**
This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall
constitute Supplier 's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and
conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict
between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of
a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. **PO Identification**
The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. **Delivery**
Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result
of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. **Payment**
Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the “Terms of
Payment” of the Purchase Order.

5. **Adjustments**
IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to
submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived
unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized
representative of IOM.

6. **Packaging**
Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to IOM will be free of damage. Packaging must be
adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation
mode. IOM reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. **Inspection and Acceptance**
a) IOM or its representative shall have the right to inspect and/or test the goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier
shall facilitate such inspections and provide required assistance.
b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid
sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected goods to Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or
held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. IOM's right to
reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.
c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract
d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. **Warranties**
8.1 Supplier represents and warrants that:
(a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished or specified by IOM and are free from defect in material and workmanship. This warranty shall
remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure
to conform will not be considered a waiver of Supplier's warranty.
(b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and
satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
(c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
(d) In all circumstances it shall act in the best interests of IOM;
(e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
(f) It has not misrepresented or concealed any material facts in the procuring of this PO;
(g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
(h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set
forth in the Convention on the Rights of the Child;
(i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
(j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or
similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and
agents of either of them, similarly, shall not receive any such additional remuneration.
8.2 The Supplier further warrants that:
(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform
any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods,
or services at their disposal under this Agreement, for sexual favours or activities.
(b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this
Agreement and IOM beneficiaries.
(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity
with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply
where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or
consent in their country of citizenship.
(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM
personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to
IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or
IOM personnel

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person
engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.
(f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has
occurred, shall constitute grounds for termination of this Agreement.
(g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include
them in all subcontracts.

9. **Indemnification**

The Supplier 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 Supplier or its employees, officers, agents or subcontractors,
in the performance of this Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the
expiration or termination of this Contract.

10. Termination and Reprocurement

(a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.
(b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to
IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. **Independent Contractor**

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the
provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years
after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed
under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation
is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be
final and binding.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this PO is to be treated as strictly confidential. The Supplier should not communicate such information to any
third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the
performance of this PO. These obligations shall survive the expiration or termination of this PO.

15. Use of IOM Name

The use of the official logo and name of IOM may only be used by Supplier in connection with this PO and with the prior written approval of IOM.

16. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the
Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. **Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this PO shall not constitute a waiver or relinquishment of the right to enforce the provisions
of this PO in future instances, but this right shall continue and remain in full force and effect.

19. Severability

If any part of this PO is found to be invalid or unenforceable, that part will be severed from this PO and the remainder of the PO shall remain in full force.

Supplier's signature and stamp accepting these terms and conditions:

Date:

Annex E

FPU.SF-19.6

IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

VENDOR INFORMATION SHEET (VIS)

Name of the Company

_____

Address ☐ Leased ☐ Owned Area: _____sqm

House No

_____

Street Name

_____

Postal Code

_____

City

_____

Region

_____

Country

_____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse ☐ Leased ☐ Owned Area: _____sqm

_____

_____

_____

Business Organization ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

Business License No.: _____ Place/Date Issued:_____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

☐ ☐ ☐

Manufacturer	Authorized Dealer	Information Services
☐ Wholesaler	☐ Retailer	☐ Computer Hardware
☐ Trader	☐ Importer	☐ Service Bureau
☐ Site Development/ Construction	☐ Consultancy	☐ Others _____ _____

Number of Years in business: _____

Complete Products & Services

_____

_____

Payment Details

Payment Method ☐ Cash ☐ Check ☐ Bank Transfer ☐ Others

Currency ☐ Loc.Currency ☐ USD ☐ EUR ☐ Others

Terms of Payment ☐ 30 days ☐ 15 days ☐ 7 days upon receipt of invoice

Advance Payment ☐ Yes ☐ No ☐ % of the Total PO/Contract

Bank Details:

Bank Name _____
Bldg and Street _____
City _____
Country _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Account No. _____
Swift Code _____
Iban Number _____

Key Personnel & Contacts *(Authorized to sign and accept PO/Contracts & other commercial documents)*

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____ _____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.

Have you ever provided products and/or services to any mission/office of IOM?

☐ Yes ☐ No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

_____ _____ _____
_____ _____ _____
_____ _____ _____
_____ _____ _____

Trade Reference

Company	Contact Person	Contact Number

Banking Reference

Bank	Contact Person	Contact Number

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment *(include brand, capacity and indication if the equipment are owned or leased by the Contractor)*		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.
** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Position/Title	Position/Title
_____	_____
Date	Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry ☐ 001 ☐ 002 ☐ 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type ☐ Global ☐ Local

Section V. Sample Forms

Table of Forms

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Form-1

BID FORM

Date: _____

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
Güvenevler Mahallesi
29069 Sokak No: 15
Şehitkamil / Gaziantep

We, the undersigned, declare that;

Having examined the Bidding Document for the *IOM Emergency and Refugee Humanitarian Assistance Programs ITB No: GZT-011-LTA* issued on *04/07/2017,* the receipt of which is hereby duly acknowledge, I, representing *[insert name of company]* offer to complete the Provision of the SERVICES in conformity with the Bidding Document for the fixed 12 months prices and product/delivery capacity as outlined in Price Schedule.

I undertake, if my Bid is accepted, to provide the Services in accordance with the Price Schedule and Services specifications set out in the Bidding Document.

If my Bid is accepted, for any Purchase Order exceeding a value of USD 300,000, I shall furnish IOM with a performance security in an amount equivalent to 10 (ten) per cent of the Price, issued by a reputable bank or company, and in the format acceptable to IOM.

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document which may be accepted at any time before the expiration of that period.

Until a formal agreement is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this _____day of_____20___.

_____ _____
[signature over printed name] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of [*name of company*]

Destination and Prices Table

Form 2

TRUCKING RATE PROPOSAL FOR SHIPMENTS FROM IOM WAREHOUSE IN GAZIANTEP						
No.	Destination (Ex-IOM Warehouse) Gaziantep		Lump sum rate per one way trip Min 12 Wheeler (25 Tons)	10 Wheeler (15 Tons)	4-6 Wheeler (0-3,5 Tons)	Trip Duration (Est. Hours/Km)
1	Gaziantep	Gaziantep Sub-Office	_	_	_	_
2		Islahiye	_	_	_	_
3		Nurdağı	_	_	_	_
4		Nizip	_	_	_	_
5		Oğuzeli	_	_	_	_
6		Yavuzeli	_	_	_	_
7	Hatay	Reyhanlı (Cilvegözü Border)	_	_	_	_
8		Kırıkhan (IOM Warehouse)	_	_	_	_
9		İskenderun	_	_	_	_
10		Dörtyol	_	_	_	_
11		Samandağ	_	_	_	_
12		Antakya	_	_	_	_
13		Hassa	_	_	_	_
14		Belen	_	_	_	_
15		Yayladağı	_	_	_	_
16		Erzin	_	_	_	_
17		Payas	_	_	_	_
18		Altınözü	_	_	_	_
19		Kumlu	_	_	_	_
20	Şanlıurfa	Eyyübiye (IOM Warehouse)	_	_	_	_
21		Haliliye	_	_	_	_
22		Akçakale and Border	_	_	_	_
23		Suruç	_	_	_	_
24		Birecik	_	_	_	_
25		Ceylanpınar and Border	_	_	_	_
26		Hilvan	_	_	_	_
27		Viranşehir	_	_	_	_
28		Harran	_	_	_	_
29		Bozova	_	_	_	_
30	Kilis	Öncüpınar Border	_	_	_	_
31		Musabeyli	_	_	_	_
32		Elbeyli	_	_	_	_
33	Adıyaman	Kahta	_	_	_	_
34		Besni	_	_	_	_
35		Gölbaşı	_	_	_	_

36	Mersin				
37	Adana				
38	Mardin				
39	Nusaybin				
40	Osmaniye				
41	Kahramanmaraş				
42	Adıyaman				
43	Kayseri				
44	Konya				
45	Ankara				
46	İstanbul - Asia				
47	İstanbul - Europe				
48	İzmir				
49	Batman				
50	Diyarbakır				
51	Uşak				

Waiting Cost/Daily	**Min 12 Wheeler**	**10 Wheeler**	**4-6 Wheeler**

Important Note:

- Daily Penalty (in USD or TRY) beyond the 24hrs waiting should be clearly stated by the Service Provider.

Prepared by: _____

Title: _____

Company: _____

Date: _____

Form 2

TRUCKING RATE PROPOSAL FOR SHIPMENTS FROM IOM WAREHOUSE IN SANLIURFA						
No.	Destination (Ex-IOM Warehouse) Eyyübiye - ŞANLIURFA		Lump sum rate per one way trip Min 12 Wheeler (25 Tons)	10 Wheeler (15 Tons)	4-6 Wheeler (0-3,5 Tons)	Trip Duration Est. Hour/ Km
1	Gaziantep	Gaziantep Sub-Office				
2		Gaziantep Burç Warehouse				
3		Islahiye				
4		Nurdağı				
5		Nizip				
6		Oğuzeli				
7		Yavuzeli				
8	Hatay	Reyhanlı (Cilvegözü Border)				
9		Kırıkhan (IOM Warehouse)				
10		İskenderun				
11		Dörtyol				
12		Samandağ				
13		Antakya				
14		Hassa				
15		Belen				
16		Yayladağı				
17		Erzin				
18		Payas				
19		Altınözü				
20		Kumlu				
21	Şanlıurfa	Haliliye				
22		Akçakale and Border				
23		Suruç				
24		Birecik				
25		Ceylanpınar and Border				
26		Hilvan				
27		Viranşehir				
28		Harran				
29		Bozova				
30	Kilis	Öncüpınar Border				
31		Musabeyli				
32		Elbeyli				
33	Adıya[illegible]	Kahta				
34		Besni				

35	Gölbaşı				
36	Mersin				
37	Adana				
38	Mardin				
39	Nusaybin				
40	Osmaniye				
41	Kahramanmaraş				
42	Adıyaman				
43	Kayseri				
44	Konya				
45	Ankara				
46	İstanbul - Asia				
47	İstanbul - Europe				
48	İzmir				
49	Batman				
50	Diyarbakır				
51	Uşak				

Waiting Cost/Daily	**Min 12 Wheeler**	**10 Wheeler**	**4-6 Wheeler**

Important Note:

- Daily Penalty (in USD or TRY) beyond the 24hrs waiting should be clearly stated by the Service Provider.

Prepared by: _____

Title: _____

Company: _____

Date: _____

Form 2

TRUCKING RATE PROPOSAL FOR SHIPMENTS FROM IOM WAREHOUSE IN HATAY						
No.	Destination (Ex-IOM Warehouse) Kırıkhan - HATAY		Lump sum rate per one way trip			Trip Duration Est. Hour/ Km
			Min 12 Wheeler (25 Tons)	10 Wheeler (15 Tons)	4-6 Wheeler (0-3,5 Tons)	
1	Gaziantep	Gaziantep Sub-Office	_	_	_	_
2		Gaziantep Burç Warehouse	_	_	_	_
3		Islahiye	_	_	_	_
4		Nurdağı	_	_	_	_
5		Nizip	_	_	_	_
6		Oğuzeli	_	_	_	_
7		Yavuzeli	_	_	_	_
8	Hatay	Reyhanlı (Cilvegözü Border)	_	_	_	_
9		İskenderun	_	_	_	_
10		Dörtyol	_	_	_	_
11		Samandağ	_	_	_	_
12		Antakya	_	_	_	_
13		Hassa	_	_	_	_
14		Belen	_	_	_	_
15		Yayladağı	_	_	_	_
16		Erzin	_	_	_	_
17		Payas	_	_	_	_
18		Altınözü	_	_	_	_
19		Kumlu	_	_	_	_
20	Şanlıurfa	Haliliye	_	_	_	_
21		Eyyübiye (IOM Warehouse)	_	_	_	_
22		Akçakale and Border	_	_	_	_
23		Suruç	_	_	_	_
24		Birecik	_	_	_	_
25		Ceylanpınar and Border	_	_	_	_
26		Hilvan	_	_	_	_
27		Viranşehir	_	_	_	_
28		Harran	_	_	_	_
29		Bozova	_	_	_	_
30	Kilis	Öncüpınar Border	_	_	_	_
31		Musabeyli	_	_	_	_
32		Elbeyli	_	_	_	_
33	Adıyaman	Kahta	_	_	_	_
34		Besni	_	_	_	_

35	Gölbaşı	_	_	_	_
36	Mersin	_	_	_	_
37	Adana	_	_	_	_
38	Mardin	_	_	_	_
39	Nusaybin	_	_	_	_
40	Osmaniye	_	_	_	_
41	Kahramanmaraş	_	_	_	_
42	Adıyaman	_	_	_	_
43	Kayseri	_	_	_	_
44	Konya	_	_	_	_
45	Ankara	_	_	_	_
46	İstanbul - Asia	_	_	_	_
47	İstanbul - Europe	_	_	_	_
48	İzmir	_	_	_	_
49	Batman	_	_	_	_
50	Diyarbakır	_	_	_	_
51	Uşak	_	_	_	_

Waiting Cost/Daily	**Min 12 Wheeler**	**10 Wheeler**	**4-6 Wheeler**

Important Note:

- Daily Penalty (in USD or TRY) beyond the 24hrs waiting should be clearly stated by the Service Provider.

Prepared by: _____

Title: _____

Company: _____

Date: _____

Form 2

TRUCKING RATE PROPOSAL FOR SHIPMENTS FROM IOM ONCUPINAR AND CILVEGOZU BORDER						
No.	**From**	**Destination**	**Lump sum rate per one way trip**			**Trip Duration Est. Hour/Km**
			Min 12 Wheeler (25 Tons)	**10 Wheeler (15 Tons)**	**4-6 Wheeler (0-3,5 Tons)**	
1	Öncüpınar	Azaz				
2		Afrin				
3		Carez				
4		Tel Rifat				
5		Herbel				
6		Cinderesi				
7	Cilvegözü	Idleb - Al Maara				
8		Idleb - Jisr Ash Shugur				
9		Idleb - Maar Dibsi				
10		Idleb - Qah				
11		Idleb - The				
12		Idleb - Hazano				
13		Idleb - Has				
14		Aleppo - Atareb				
15		Aleppo - Azaz				

Waiting Cost/Daily	**Min 12 Wheeler**	**10 Wheeler**	**4-6 Wheeler**

Important Note:

- Daily Penalty (in USD or TRY) beyond the 24hrs waiting should be clearly stated by the Service Provider.

Prepared by: _____

Title: _____

Company: _____

Date: _____

Form-3

BID SECURITY (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the provision of Transportation services *[name of Contract]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of IOM] (hereinafter called "the Employer") in the sum of *[amount]i* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this *[day]* day of *[month], [year].*

THE CONDITIONS of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to ITB Clause 25,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of the expiration of the Bid Validity, as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Form-4

PERFORMANCE SECURITY (Bank Guarantee)

To: *[name and address of Employer]*

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

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

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

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

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____
Address _____
Date _____

Form-5

ADVANCE PAYMENT SECURITY (Bank Guarantee)

To: *[name and address of IOM Mission]*
Contract : *[name of Contract]*

Gentlemen:

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the supply of *[brief description of goods & related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures & in words]* is to be made against an advance payment guarantee

At the request of the Supplier, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures and in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier are in breach of their obligation under the Contract because the Supplier have used the advance payment for purposes other than toward providing the required Goods and Services under the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods to be supplied thereunder or of any of the Contract documents which may be made between *[name of IOM Mission]* and the Supplier, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of IOM Mission]* receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____
Address: _____
Date: _____

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to IOM.