



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

**REQUEST FOR QUOTATIONS (RFQ)
 AND
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)1**

To: *Suppliers*
Project: *Framework Agreement For Vehicle Rental In Marib_ 2022*
Ref. No.: *MAR-PLU-2021-31227*
Date : *01 December 2021*
Deadline: *15 December 2021*

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.

IOM YEMEN Invites Interested Eligible Suppliers to Submit Quotations for *Vehicles Rental in Daily, Weekly, Monthly in IOM Marib Office During Whole Year 2022.*

No.	Vehicles Description	QTY	UNIT	Price on Daily basis USD	Price on weekly basis USD	Price on Monthly basis USD
1	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month	1	Month			
2	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month with driver only	1	Month			
3	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month with driver and fuel	1	Month			
4	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks	14	day			
5	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks with fuel and driver	14	day			
6	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks with driver	14	day			

1 This RFQ template is for the procurement of Goods requiring a more formal selection process with cost threshold of less than USD300,000. It contains general instruction to Suppliers and applicable forms which can be modified by the Mission to suit their specific requirements.

7	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week	7	day			
8	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week with driver	7	day			
9	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week with driver and fuel	7	day			
10	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun	1	Trip			
11	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun with fuel and driver	1	Trip			
12	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun with driver	1	Trip			
13	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic rental for one month	1	Month			
14	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one month with driver	1	Month			
15	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one month with fuel and driver	1	Month			
16	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks	14	day			
17	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks with driver	14	day			
18	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks with fuel and driver	14	day			
19	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week	7	day			
20	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week with driver	7	day			
21	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week with fuel and driver	7	day			
22	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day	1	day			
23	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day with driver	1	day			

24	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day with fuel and driver	1	day			
25	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day	1	day			
26	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day with driver	1	day			
27	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day with fuel and driver	1	day			
28	Vehicle rental - Toyota Corolla -City Car for one month	1	Month			
29	Vehicle rental - Toyota Corolla -City Car for one moth with driver	1	Month			
30	Vehicle rental - Toyota Corolla -City Car for one month with fuel and driver	1	Month			
31	Vehicle rental - Toyota Corolla -City Car for two weeks	14	day			
32	Vehicle rental - Toyota Corolla -City Car for two weeks with driver	14	day			
33	Vehicle rental - Toyota Corolla -City Car for two weeks with driver and fuel	14	day			
34	Vehicle rental - Toyota Corolla -City Car for one day	1	day			
35	Vehicle rental - Toyota Corolla -City Car for one day with driver	1	day			
36	Vehicle rental - Toyota Corolla -City Car for one day with fuel and driver	1	day			
37	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month	1	Month			
38	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month with driver	1	Month			
39	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month with driver and fuel	1	Month			
40	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks	14	day			
41	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks with driver	14	day			

42	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks with driver & driver	14	day			
43	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week	7	day			
44	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week with fuel	7	day			
45	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week with fuel and driver	7	day			
46	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day	1	day			
47	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day with driver	1	day			
48	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day with fuel and driver	1	day			
49	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month	1	Month			
50	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month with driver	1	Month			
51	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month with driver and fuel	1	Month			
52	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks with fuel	14	day			
53	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks	14	day			
54	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks with fuel and driver	14	day			
55	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week	7	day			
56	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week with fuel	7	day			

57	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week with fuel and driver	7	day			
58	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day	1	day			
59	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day with fuel and driver	1	day			
60	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day with fuel	1	day			
61	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month	1	Month			
62	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month with driver	1	Month			
63	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month with driver & fuel	1	Month			
64	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for two weeks	14	day			
65	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for two weeks with driver	14	day			
66	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for two weeks with driver and fuel	14	day			
67	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one week	7	day			
68	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one week with driver	7	day			
69	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one week with fuel and driver	7	day			
70	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one day	1	day			
71	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one with driver	1	day			
72	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one day with fuel and driver	1	day			
73	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one month	1	Month			

74	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one month with driver	1	Month			
75	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one month with fuel and driver	1	Month			
76	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for two weeks	14	day			
77	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for two weeks with driver	14	day			
78	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for two weeks with driver and fuel	14	day			
79	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one week	7	day			
80	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one week with driver	7	day			
81	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one week with fuel and driver	7	day			
82	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one day	1	day			
83	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one day with driver	1	day			
84	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one day with fuel and driver	1	day			
85	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one month	1	Month			
86	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one month with driver	1	Month			
87	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one month with driver and fuel	1	Month			
88	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for two weeks	14	day			
89	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for two weeks with driver	14	day			
90	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for two weeks with fuel and driver	14	day			

91	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one week	7	day			
92	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one week with driver	7	day			
93	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one week with fuel and driver	7	day			
94	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day	1	day			
95	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day with driver	1	day			
96	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day with driver and fuel	1	day			
97	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month	1	Month			
98	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month with fuel and driver	1	Month			
99	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month with drive	1	Month			
100	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks	14	day			
101	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks with driver	14	day			
102	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks with driver and fuel	14	day			
103	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week	7	day			
104	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week with driver	7	day			
105	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week with fuel and driver	7	day			
106	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day	1	day			
107	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day with diver	1	day			
108	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day with fuel and driver	1	day			
109	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month	1	Month			
110	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month with driver	1	Month			

111	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month with fuel and driver	1	Month			
112	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks	14	day			
113	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks with driver	14	day			
114	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks with fuel and driver	14	day			
115	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week	7	day			
116	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week with driver	7	day			
117	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week with fuel and driver	7	day			
118	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day	1	day			
119	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day with driver	1	day			
120	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day with fuel and driver	1	day			
121	Vehicle rental - Soft Skin trip from Marib to Aden with fuel and driver	1	Trip			
122	Vehicle rental - Soft Skin trip from Marib to Mokha with fuel and driver	1	Trip			
123	Vehicle rental - Soft Skin trip from Marib to Taiz with fuel and driver	1	Trip			

Instructions:

- Interested bidders must register and submit their offers electronically through IOM System (<https://ye-p-app02.azurewebsites.net/>).

- Financial Offer + Copy of Bid Security should be submitted through IOM system.

- Submitted Financial Offers by hand are not acceptable any more, only through IOM System (<https://ye-p-app02.azurewebsites.net/>).

- Technical Offer + Original Bid Security should be submitted by hand to IOM Marib Office (Address: Louver Hotel, University Street, AL Mogama Area). Its will better provide a soft copy of technical offer listed by files names by USB Flash.

- *Awarded bidders will submit a 10% performance security.*
- *Assignment of dedicated contact person who will manage vehicle hiring requests for the IOM;*
- *Respond to vehicle request with one day advance notice;*
- *Maintenance to be carried out by the Contractor;*
- *The vehicle should be compliant with applicable insurance, safety or other motor vehicle requirements;*
- *The vehicle mileage should not be less than 5,000 km and not more than 30000 km,*
- *The service provider will provide GPS Control Unit/devices, where the supplier noted in his quotation that one (1) I PAD device will be provided by the company to the IOM security unit/dispatch officer, free of charge and the system/data will be installed in it*
- *Registered for operation during the period of Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.*
- *The vehicle should be road-worthy, in good running condition, and not more than 5 years old;*
- *The vehicle should be clean, inside and out, and free from any unpleasant odor.*
- *Cleaning + Washing; VIP cleaning & Washing - 2 times a month for each car,*
- *All necessary Safety equipment - Advanced First Aid,*
- *Seat-belt restraints in the front and rear of the vehicle,*
- *The vehicle should have a comprehensive insurance;*
- *The vehicle should have a well-maintained Log Book;*
- *All vehicles to be equipped with the following:*
- *The vehicle should have good tires;*
- *Monitoring Tracking via GPS,*
- *Car Starter Connection,*
- *Tracking System & GPS,*
- *Air Pump for tires,*
- *Portable Flashlight,*
- *Rope Towing Car,*
- *Hand Safety Cover,*

- Torch,

- Spare tire,

- Jack;

Mandatory Eligibility Criteria:

1. *Bidders must submit 2% bid security of the total bid amount (Must be submitted to IOM MARIB Office- offices attention: PLU).*
2. *Bidders Must Submit a Previous Experience with UN Agency/INGOs/NGOs.*
3. *Bidders must submit a year financial statement.*
4. *Bidders must submit Technical Offer included all above requirement and related document to IOM Marib Office (Address: Louver Hotel, University Street, AL Mogama Area).*

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

Very truly yours,

Procurement Staff/Focal Point

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Services

IOM YEMEN request prospective suppliers Service provider to submit quotation for *Vehicles Rental in Daily, Weekly, Monthly in IOM Marib Office During Whole Year 2022.*

No.	Vehicles Description	QTY	UNIT	Price on Daily basis USD	Price on weekly basis USD	Price on Monthly basis USD
1	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month	1	Month			
2	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month with driver only	1	Month			
3	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one month with driver and fuel	1	Month			
4	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks	14	day			
5	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks with fuel and driver	14	day			
6	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for two weeks with driver	14	day			
7	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week	7	day			
8	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week with driver	7	day			
9	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one week with driver and fuel	7	day			
10	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun	1	Trip			
11	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun with fuel and driver	1	Trip			
12	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR for trip from Marib to Seyiun with driver	1	Trip			
13	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic rental for one month	1	Month			

14	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one month with driver	1	Month			
15	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one month with fuel and driver	1	Month			
16	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks	14	day			
17	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks with driver	14	day			
18	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for two weeks with fuel and driver	14	day			
19	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week	7	day			
20	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week with driver	7	day			
21	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one week with fuel and driver	7	day			
22	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day	1	day			
23	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day with driver	1	day			
24	Vehicle rental - Armored Toyota Land Cruiser GXR or VXR, B6 rental for one day with fuel and driver	1	day			
25	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day	1	day			
26	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day with driver	1	day			
27	Vehicle rental - Hi-ace Mini Bus 14 pax or comparable, automatic for one day with fuel and driver	1	day			
28	Vehicle rental - Toyota Corolla -City Car for one month	1	Month			
29	Vehicle rental - Toyota Corolla -City Car for one moth with driver	1	Month			
30	Vehicle rental - Toyota Corolla -City Car for one month with fuel and driver	1	Month			
31	Vehicle rental - Toyota Corolla -City Car for two weeks	14	day			
32	Vehicle rental - Toyota Corolla -City Car for two weeks with driver	14	day			

33	Vehicle rental - Toyota Corolla -City Car for two weeks with driver and fuel	14	day			
34	Vehicle rental - Toyota Corolla -City Car for one day	1	day			
35	Vehicle rental - Toyota Corolla -City Car for one day with driver	1	day			
36	Vehicle rental - Toyota Corolla -City Car for one day with fuel and driver	1	day			
37	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month	1	Month			
38	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month with driver	1	Month			
39	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one month with driver and fuel	1	Month			
40	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks	14	day			
41	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks with driver	14	day			
42	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for two weeks with driver & driver	14	day			
43	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week	7	day			
44	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week with fuel	7	day			
45	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one week with fuel and driver	7	day			
46	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day	1	day			
47	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day with driver	1	day			

48	Vehicle rental - Toyota Hilux pickup or comparable, manual transmission/ automatic, Single/ Double Cabin, 4WD for one day with fuel and driver	1	day			
49	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month	1	Month			
50	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month with driver	1	Month			
51	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one month with driver and fuel	1	Month			
52	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks with fuel	14	day			
53	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks	14	day			
54	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for two weeks with fuel and driver	14	day			
55	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week	7	day			
56	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week with fuel	7	day			
57	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one week with fuel and driver	7	day			
58	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day	1	day			
59	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day with fuel and driver	1	day			
60	Vehicle rental - Toyota RAV 4 or comparable, automatic, 4WD for one day with fuel	1	day			
61	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month	1	Month			
62	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month with driver	1	Month			
63	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one month with driver & fuel	1	Month			
64	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for two weeks	14	day			

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66	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for two weeks with driver and fuel	14	day			
67	Vehicle rental - Toyota Fortuner or comparable, automatic, 4WD for one week	7	day			
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73	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one month	1	Month			
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79	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one week	7	day			
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81	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one week with fuel and driver	7	day			

82	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one day	1	day			
83	Vehicle rental - Toyota Land Cruiser GXR or comparable, automatic, 4WD for one day with driver	1	day			
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93	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one week with fuel and driver	7	day			
94	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day	1	day			
95	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day with driver	1	day			
96	Vehicle rental - Toyota Prado or comparable, automatic, 4WD for one day with driver and fuel	1	day			
97	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month	1	Month			
98	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month with fuel and driver	1	Month			
99	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one month with drive	1	Month			

100	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks	14	day			
101	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks with driver	14	day			
102	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for two weeks with driver and fuel	14	day			
103	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week	7	day			
104	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week with driver	7	day			
105	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one week with fuel and driver	7	day			
106	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day	1	day			
107	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day with diver	1	day			
108	Vehicle rental - Van Bus, Midi 26 Pax ,or comparable for one day with fuel and driver	1	day			
109	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month	1	Month			
110	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month with driver	1	Month			
111	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one month with fuel and driver	1	Month			
112	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks	14	day			
113	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks with driver	14	day			
114	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for two weeks with fuel and driver	14	day			
115	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week	7	day			
116	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week with driver	7	day			
117	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one week with fuel and driver	7	day			
118	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day	1	day			

119	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day with driver	1	day			
120	Vehicle rental - Equipped Ambulance Hi-ace Bus or comparable, automatic, for one day with fuel and driver	1	day			
121	Vehicle rental - Soft Skin trip from Marib to Aden with fuel and driver	1	Trip			
122	Vehicle rental - Soft Skin trip from Marib to Mokha with fuel and driver	1	Trip			
123	Vehicle rental - Soft Skin trip from Marib to Taiz with fuel and driver	1	Trip			

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act 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 a contract, to obtain a financial gain or other benefit to avoid an obligation;
- 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 other benefit;
- 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 affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;

- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

[\[IOM Marib sub-office located in Louver hotel\].](#)

IOM will respond to any request for clarification received on or before [\[14 December 2021\]](#). Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D)
- e.) Proforma Contract 2 or PO Standard Terms and Conditions (Annex E)
- g.) Proforma Bank Guarantee for Advance Payment (Annex F)
- h.) Confirmed Valid Comprehensive Insurance (All risk insurance including Political Violence, War Acts, & Hijacking)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in *English* and prices shall be quoted in *USD*, exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *90 calendar days*, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A

2 If applicable in lieu of Purchase Order.

supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications [*include this clause only if relevant-usually for high value equipment*].

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope. The Supplier must seal the original and copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to:

- Financial Offer + Copy of Bid Security should be submitted through IOM system.

- Submitted Financial Offers by hand are not acceptable any more, only through IOM System (<https://ye-p-app02.azurewebsites.net/>).

- Technical Offer + Original Bid Security should be submitted by hand to IOM Marib Office (Address: Louver Hotel, University Street, AL Mogama Area). Its will better provide a soft copy of technical offer listed by files names by USB Flash

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;

- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- a) Completeness and responsiveness of the documents mentioned in 9.1
- b) Financial proposal
- c) Taxation card – (Valid)
- d) Registration documents including the licenses - (valid)
- e) Past performance experiences with attaching Pos/Contracts of the same type of business for at least three years (with indicating whether they are still ongoing or done)
- f) Confirmed Valid Comprehensive Insurance (All risk insurance including Political Violence and War Acts)
- g) Any bid doesn't meet the above condition will be rejected.

Arithmetical errors will be corrected 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 Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The Services must be completed within *agreed time* after receipt of the Notice to Proceed (NTP).

Delivery period: Upon IOM Request

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered³.

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

22. Performance Security

33.1 Within **3 days** after receipt of the Notice of Award, the successful Bidder shall deliver to IOM a Performance Security in the amount stipulated in the [Contract Data] and in the form of *Bank Guarante*, denominated in the type and proportions of currencies in the Notice of Award and in Accordance with the Conditions of Contract.

33.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of IOM or a foreign bank through a correspondent bank located in the country of IOM, or (b) with the agreement of IOM directly by a foreign bank acceptable to IOM.

33.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 33.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

³ Insert conditions if progress payment is allowed

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of *[insert description of goods]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

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

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 20_____.

[signature over printed name]

[in the capacity of]

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

PRICE SCHEDULE FORM

PROJECT TITLE : _____
 LOCATION : _____
 REF NO. : _____

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
TOTAL								

Suppliers authorized signature over printed name

TECHNICAL SPECIFICATIONS

Ref No. : _____
Item No. : _____
Item Description : _____

Manufacturer : _____
Origin : _____
Model : _____

IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
<i>[insert required specifications including other services if necessary]</i>	

Supplier's authorized signature over printed name

Annex D
Terms of Reference Background:

The International Organization for Migration, Mission in Sana'a would like to avail vehicle hire service with one or more business firm for a duration of one year which is renewable based on satisfactory performance. The vehicle hire service is required for local duty within Yemen Governorates. IOM will enter into Long Term Agreement and the vehicle hire will be requested as and when required.

I. Requirement of the Contractor:

- a) Assignment of dedicated contact person who will manage vehicle hiring requests for the IOM.
- b) Respond to vehicle request with one day advance notice.
- c) Maintenance to be carried out by the Contractor.
- d) The vehicle should be compliant with Comprehensive Insurance (All risk insurance including Political Violence and War Acts), safety or other motor vehicle requirements.
- e) The vehicle mileage should not be less than 5,000 km and not more than 30000 km,
- f) The service provider will provide GPS Control Unit/devices, where the supplier noted in his quotation that one (1) I PAD device will be provided by the company to the IOM security unit/dispatch officer, free of charge and the system/data will be installed in it
- g) Registered for operation during the period of Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.

II. Conditions for the vehicle:

1. The vehicle should be road-worthy, in good running condition, and not more than 5 years old.
2. All vehicles to be equipped with the following:
 1. Tracking System & GPS,
 2. All necessary Safety equipment -Advanced First Aid,
 3. Seat-belt restraints in the front and rear of the vehicle,
 4. Cleaning+ Washing; VIP cleaning & Washing -2 times a month for each car,
 5. Car Starter Connection,
 6. Air Pump for tires,
 7. Portable Flash light,
 8. Rope Towing Car,
 9. Torch,
 10. Hand Safety Cover,
 11. Spare tire,
 12. jack;
 13. Monitoring Tracking via GPS,
3. The vehicle should have a Comprehensive Insurance (All risk insurance including Political Violence and War Acts).
4. The vehicle should have good tires.
5. The vehicle should have a well-maintained Logbook.
6. The vehicle should be clean, inside and out

Annex D

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

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

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> 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
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Banking Reference

Bank	Contact Person	Contact Number
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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 (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

* 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

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

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

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

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS

Between
The International Organization for Migration
 And
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”) of *[insert address]* represented by *[insert Name, Title of Chief of Mission]*, hereinafter referred to as “**IOM**,” and *[Name of the Supplier]* of *[insert address]*, represented by *[insert Name, Title of the representative of the Supplier]*, hereinafter referred to as the the “**Supplier**” on *[insert date]*. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Supplier agrees to provide IOM with *[insert description of goods]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.

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

- a) *Annex A - Bid/Quotation Form;*
- b) *Annex B - Price Schedule;*
- c) *Annex C - Delivery Schedule and Technical Specifications;*
- d) *Annex D – Term of reference; and*
- e) *Annex E - Performance Security.*

2. Goods/Services Supplied

2.1. The Supplier agrees to supply the Goods to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

--	--	--	--	--	--	--

2.2 The Supplier agrees to supply the following incidental services (the “**Incidental Services**”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental Services under this Agreement is *[currency code] [amount in figures] ([amount in words, including currency])* (the “**Price**”).

3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin *[add or delete as required]*

3.4 Payments shall be made in *[currency] (currency code)* by bank transfer to the following bank account of the Supplier:

[bank account details]

3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: *[insert place of delivery]* on *[insert delivery date]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security *(applicable for contracts over USD250,000)*

- 5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to *[10 (ten)]* per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier’s liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until *[insert a date 30 days from the completion of Supplier’s obligations]* following which it will be discharged by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 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.
- 6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. 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 the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition

at Supplier's risk and expense. 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.

- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Incidental Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered 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 delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.6 The Supplier further represents and warrants that:
 - (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, 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 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, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
 - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
 - (g) 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;
 - (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
 - (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier 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 hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration.

9.7 The Supplier 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.

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

10. Assignment and Subcontracting

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

10.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier 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 Supplier 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.

11. Force Majeure

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.

12. Independent Contractor

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of IOM.

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Incidental Services under this Agreement. The Supplier shall make all such records available to IOM or its 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 Supplier shall be available for interview.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this Agreement 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 Agreement. These obligations shall survive the expiration or termination of this Agreement.

15. 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]

[IOM's email address]

[Full name of the Supplier]

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

16. Dispute Resolution

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.

17. Use of IOM's Name

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

18. Status of IOM

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

19. Indemnification and Insurance

- 19.1 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 Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

19.3 The Goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

20. 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.

21. Termination and Re-procurement

21.1 IOM may terminate this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.

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

22. 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.

23. Entirety

This Agreement and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

24. 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]

25. Final Clauses

25.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.

25.2 Amendments to this Agreement 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 Supplier]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

Annex F

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Contract Name: *[insert name of Contract]*

Gentlemen:

In accordance with the provisions of the General Instruction, Article No. 19 (“Payment”) of the above-mentioned Contract, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with *[insert name of IOM Mission]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee in words and figure]*.

We, the *[Bank name and address]* as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of IOM Mission and address]* on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of Guarantee]* *[amount in words and required currency]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between *[name of IOM Mission and address]* 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 and address]* receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

7. ee from any unpleasant odor.