

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200689707

Date 30 May 2024

SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Rental of Ambulance for outreach and referrals services in the eastern region-Derna Area

International Organization for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by:

Name: Procurement Team

Title: Libya Procurement Team

Date: 30 May 2024

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	13 June 2024 -17:00 PM Tripoli Time If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/ .
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other</p> <p>Bid submission address: iomlibyaproposal@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 25MB ▪ Mandatory subject of email: 4200689707_Company name ▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y." ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
Cost of preparation of quotation	IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org) .
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement .
Eligibility	Local bidders registered in Libya have the legal capacity to enter into a binding contract with IOM and Should have Libyan license and registration (MoH).
Currency of Quotation	Quotations shall be quoted in USD
Duties and taxes	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes. <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>

Language of quotation and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed. <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input type="checkbox"/> Other
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after receipt of services and submission of Payment documentation. <input type="checkbox"/> Other
Contact Person for correspondence, notifications and clarifications	Focal Person: Procurement Team E-mail address: iomlibyaproposal@iom.int
Clarifications	Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated through email by 09 June 2024
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer. <input type="checkbox"/> Other
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input checked="" type="checkbox"/> PASS/FAIL criteria
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 40% of the total offer, without any change in the unit price or other terms and conditions.
Type of Contract to be awarded	Contract
Expected date for contract award.	01 July 2024
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to

	register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.
Samples	Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number. If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Technical Specifications for Goods:

No	Description	Unit	Qty
1	Rental of Ambulance, fully equipped, 24/7, including driver, fuel, for outreach medical teams activities and Referral services in Darna Area .	Month	4

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder should address their delivery on ANNEX 3
Delivery Terms (INCOTERMS 2020)	DAP
Customs clearance (must be linked to INCOTERM)	<input type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organization <input checked="" type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	Darna ,Libya
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A
Training on Operations and Maintenance	N/A
Warranty Period	
After-sales service and local service support requirements	N/A
Preferred Mode of Transport	Land
Other information	N/A

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:		Date:

BIDDER'S DECLARATION OF CONFORMITY¹

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I hereby represent and warrant that neither the vendor, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organization; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the vendor any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.

<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that neither the vendor nor any persons having powers of representation, decision-making or control over the vendor or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The vendor will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that, the vendor will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the vendor to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I certify that I am duly authorized to sign this Declaration and on behalf of the vendor I agree to abide by the terms of this Declaration for the duration of any contract entered into between the vendor and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the vendor, with immediate effect and without liability, in the event of any misrepresentation made by the vendor in this Declaration.

Signature: _____ Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

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

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:		Date:

Currency of the Quotation: USD						
INCOTERMS: DAP						
Item No	Description	Unit	Qty	Delivery Time	Unit price	Total price
1	Monthly cost of rental of Ambulance, fully equipped, 24/7, including driver, fuel, for mobile outreach team activities in Darna area	Month	4			
Total Price						
Transportation						
Installation if any Price						
Training if any Price						
Other Charges if any (specify)						
Total Final and All-inclusive Price						
Please provide the below information:						
1- Vehicle type, model , year make (photo to be attached)						
2- Equipment in Ambulance						
3- Valid insurance						
4- Any other related documents						

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Minimum Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Warranty and After-Sales Requirements	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	
Other requirements <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	

Other Information:

Estimated weight/volume/dimension of the Consignment:	
Country/ies of Origin: <i>(if export licence required this must be submitted if awarded the contract)</i>	

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of the company</i> Company Name Address: Phone No.: Email Address:	Authorized Signature: Date: Name: Functional Title of Authorised Signatory: Email Address:

Terms of Reference

Service provider:

- The service provider must be duly registered to operate similar services in Libya.
- Provide a list of fleets owned by the company with the list of the drivers.
- Provide a copy of the company profile and CVs for Key staff
- The service provider will provide a list of fleets it owns and always ensure that they have a standby ambulance and driver whenever requested by IOM.
- The service provider should be able to avail the ambulance with a driver and fuel 24 hours a day for seven days per week including holidays and weekends for the whole month and in case of any mechanical problem or more cases they should be able to provide another ambulance immediately with a driver on a very short notice.

Core Functions / Responsibilities:

1- Driver

The Driver must consider the following before responding to any referral process:

- a- Migrants are human beings and have the right to be respected and well-treated (despite their religions, colours, cultural background, behavior/attitude) when referred to/from the health facilities.
- b- Driver must follow the instructions of the referral doctor in terms of the exact location where migrant is located at, and the exact time to be at that location.
- c- Driver must plan his time to reach the location very fast at the time been informed by referral doctor; especially during urgent/emergency referrals.
- d- Driver must be aware of the main roads/sub roads when heading to/ fetching the patient to/from the health facility. He should also consider the rush hour/traffic peak time.

2- Ambulance Vehicle

Ambulance vehicle must be fully equipped with all essential equipment such as:

patient stretcher, Oxygen cylinder with regulator, vaporizer and Venti. mask, ambu. bag, suction machine with suction tubes, vital signs monitor, pulse oximeter, medical consumables such as gloves, face masks, syringes and IV sets.

Ambulance vehicle and driver/s should be ready (standby) to provide services for 24 hours during the 7 days of every week including weekends and holidays. This of course would be upon the request of IOM/MHD field medical teams. There would be no limitation in amount of trips/day.

UN SUPPLIER CODE OF CONDUCT

United Nations Charter: The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN¹ are expected to adhere.

Global Compact: The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labour Conventions and Recommendations: The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.²

1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

¹ In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

² The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.³

5. Forced or Compulsory Labour: The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.⁴

6. Child Labour: The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.⁵

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.⁶ The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

8. Wages, Working Hours and Other Conditions of Work: The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.⁷

³These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

⁴This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

⁵These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

⁶These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

⁷These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

9. Health and Safety: The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

Human Rights:

10. Human Rights: The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.⁹

11. Harassment, Harsh or Inhumane Treatment: The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Mines: The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. Environmental: The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

14. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

15. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

⁸These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

⁹These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

16. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

17. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

18. Corruption: The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

20. Gifts and Hospitality: The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

21. Post employment restrictions: Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Contacts:

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: hcmpn.secretariat@one.un.org.

Please fill sign and stamp the attached form



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms

Address*

- House No
- Street Name
- ZIP/Postal Code*
- City*
- Region*
- Country*

Contact Information

Company Tel/Mobile: _____ Contact Person: _____
 Company Email: _____ Contact Person Position: _____
 Company Website: _____

Industry Category*: 0100 - Commercial Vendors 0500 - International Organizations - Non-UN
 0200 - National CSOs 0600 - UN entities
 0300 - National Government Entities 0005 - Individual Consultant/Non-Staff
 0400 - International CSOs

Business Type*: Direct Producer/Manufacturing
 Reseller/Distributor/Service Provider

Notes
 All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).

Provide Services/Goods Internationally* Yes No
 Disability-inclusive* Yes Not applicable
 Women-owned/controlled* At least 51% women-owned/controlled
 Less than 51% women-owned/controlled
 Not applicable

Vendor Name - should match IDs or registration documents.
 If there is insufficient space, please use the Other Information section

Product Categories (check all applicable)*

- | | | | |
|--------------------------------------|-----------------------------------|-----------------------------|----------------------------------|
| Agriculture, Livestock and Fisheries | Fuels and Derivatives | Legal and Investigation | Power Supply and Electric |
| Chemicals | Furniture | Logistics and Warehousing | Quality Control and Environment |
| Clothing and Luggage | Hospitality, Events | Media and Printing | Security |
| Construction | Insurances | Medical, Drugs and Pharma | Social and Humanitarian Services |
| Consultancy and Contracted Services | IT and Communications | NFIs – Household and Camps | Tickets |
| Finance and Administration | Land and Buildings | Office Equipment and Supply | Tools and Machinery |
| Food and Beverage | Learning, Training and Recreation | Personal Care | Vehicles and Accessories |

UNGM No. _____

<https://www.unqm.org/UNUser/Home>

UN Partner Portal Reference _____

<https://www.unpartnerportal.org>

Registration Date _____


Main Country of Operations (dd-mmm-yyyy)

Licensing Auth./Type _____ License No.: _____ Reg. Date: _____ Expiry Date: _____
 For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. Format: Account Number-Name)

Same entity registered in another office
 Parent company _____
 Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others**

Justification for Non-Bank Payment Method**

Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
 Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____

Bldg and Street _____

City _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Key _____

Account Currency _____

Bank Account No. _____

*Depending on the country _____

Swift Code/BIC (accounts outside U.S.A.) _____

IBAN Number (mandatory for banks in Europe) _____

Clearing No. (CHF accounts in Switzerland) _____

ABA No. for ACH (USD accounts in U.S.A.) _____

Bank Branch Code _____

Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

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

Printed Name	Signature
Position/Title	Date

IOM office-specific Ref. No.	
IOM Project Code	

TRANSPORTATION OF PERSONS AGREEMENT
between the
International Organization for Migration
and
[Name of the Other Party]

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

1. Introduction

- 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:
- (a) **Annex A:** IOM Data Protection Principles
 - (b) **Annex B:** Vehicle Request Form
 - (c) **Annex C:** Price Schedule
 - (a) **Annex D:** Advance Payment Bank Guarantee Template
 - (b) **Annex E:** Performance Security Template
 - (d) **Annex F:** IOM Terms and Conditions for European Union Funded Service Type Agreements

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

2. Services Supplied

- 2.1 The Service Provider agrees to provide to the IOM transportation of persons according to the following specifications:
- (a) Upon receipt of a Vehicle Request Form (template attached as Annex B), the Service Provider will provide **ground transportation** with vehicles detailed in Article 3.2 which are officially authorized to transport passengers by the appropriate national transportation agency regulation in excellent mechanical condition. The date and number of vehicles required will be communicated by IOM focal person in [please write the office of location of the IOM focal point and phone number].

- (b) Water and/or meals shall be provided if requested through the Vehicle Request Form in advance by IOM in sufficient quantity and quality for all persons. Any additional fees for the provision of such Service need to be agreed in advance between the Parties and captured in the Vehicle Request Form.
- (c) The Service Provider shall ensure the following rules and regulations are fully respected:
 - i. Before starting any operation, the driver is fully responsible to verify the vehicle's faultless mechanical condition as well as ensuring the cleanliness of the vehicle.
 - ii. The driver in consultation with IOM focal person (or specifically assigned IOM escort) is responsible for the load of the vehicle. IOM focal person or escort has the authority to give instruction on the number of passengers and their seating as well as on the transportation of goods, tonnage limits and distribution of weight in the vehicle to assure the best balance.
 - iii. The drivers must possess a valid driving license for the relevant vehicle type, a copy of the appropriate license for each driver must be submitted to IOM for its records.
 - iv. Drivers must handle the vehicle with care and pay attention to the road condition and other road users including pedestrians.
 - v. The driver must respect all local traffic regulations at all times. Speeding and overtaking are not allowed.
 - vi. Transporting passengers, luggage or cargo which are not authorized by IOM is strictly forbidden.
 - vii. In case of emergency, including, but not limited to people in need of urgent medical assistance or violent acts or the threat thereof, relevant IOM focal person or escort shall be informed immediately and a detailed written report must be submitted by the driver to IOM within 24 (twenty-four) hours of the occurrence of any such situation.
 - viii. Drivers shall respect the culture, custom and habits of all passengers and IOM personnel. They should make every effort to avoid any behaviour that may be considered as not acceptable in a particular cultural context.
 - ix. The Service Provider shall ensure that the vehicles provided to IOM are accessible for persons with disabilities, if and as specified by IOM in the Vehicle Request Form or any other Annex.
 - x. It is the responsibility of the driver to ensure all the vehicles are parked in a secure area during any designated stop, which shall only be made in areas assessed to be safe and all the curfews must be respected. Driving after dark is not permitted, except if expressly permitted by IOM.
 - xi. The Service Provider is responsible for obtaining and verifying all required documentation, including all relevant licenses and transport permissions and other relevant documents, as applicable in the context.
 - xii. In case of accident (i.e., any incident that happens unexpectedly resulting in damage to vehicle, passenger's property, or injury or death of passengers or personnel) the following procedures shall be followed:
 - (1) Ensure first aid is provided and all injured are transferred to the nearest medical facility as quickly as possible.

- (2) A report should be made to the local authority (if required, the driver must wait at the scene of the accident or report to the nearest police station).
- (3) The IOM focal person and escort must be notified immediately.
- (4) A written statement of the accident must be submitted to IOM within 24 (twenty-four) hours of the accident

2.2 The Service Provider shall make the following vehicles available to IOM:

No.	Type and passenger capacity	Year	Plate number	Engine ID / Chassis ID
1	Volvo 9400, 50 pax	2012	ABCD1234	XYZ123456
2				
3				
4				
5				
6				
7				

2.3 The Service Provider shall provide transportation services from **[date]** to **[date]**.

[Optional for Long-Term Agreements (please delete if not applicable)]

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

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

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

3. Charges and Payments

3.1 The all-inclusive Service fee for the Services under this Agreement, which is the total charge to the IOM, shall be in accordance with the following table

No.	Type	Price per hour / day / week / month / passenger / completed route
1	Volvo 9400, plate no. ABCD1234	USD 250.00 (Two Hundred Fifty US Dollars only)
2		
3		
4		

5		
6		
7		

- 3.2 If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.), the corresponding amounts will be deducted from the total owed proportionally.
- 3.3 The rental fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles' maintenance, repair, any taxes, tolls and levies and fuel and any other costs related to the transportation services.
- 3.4 The Service Provider shall invoice IOM upon completion of each movement/at the end of every week/month [delete/adapt as required]. The invoice shall include: *[services provided, routes completed, daily/weekly/monthly rate / rate per pax, number of hours billed, (add/delete as necessary)]*.
- 3.5 The Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

Any change to the bank account shall be formalized by an amendment to this Agreement.

- 3.6 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.
- 3.7 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.
- 3.8 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Advance Payment Bank Guarantee and Performance Security

- 4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider shall provide IOM with a bank guarantee to secure the requested advance payment (the “Bank Guarantee”) in an amount equivalent to the total amount advanced to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be discharged by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

4.2 Performance Security (IF APPLICABLE)

4.2.1 The Service Provider shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “Performance Security”).

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider’s satisfactory 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 Service Provider’s liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Service Provider’s obligations] following which it will be released by IOM.

5. Warranties

The Service Provider warrants that:

- 5.1 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;
- 5.2 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;
- 5.3 Each vehicle is officially authorized to transport persons and all appropriate national transportation regulations and standards are met;
- 5.4 Each vehicle is in good working condition (road worthy) such as to ensure the safety of 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 focal person or escort;
- 5.5 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 tires. If refueling is not possible because of fuel

- shortage IOM will consider vehicles as non-operational and deductions will be made accordingly;
- 5.6 All vehicles shall bear IOM markings. Upon completion of each movement the markings should be removed immediately;
- 5.7 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;
- 5.8 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. No unauthorized driver shall be allowed to drive any vehicle at any time;
- 5.9 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. Consumption of alcohol and/or other drugs or driving under the influence thereof is strictly forbidden and constitutes grounds for immediate dismissal of the driver;
- 5.10 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 kilometers) 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 suspended period;
- 5.11 No arms, prohibited or dangerous items or contraband shall be carried/transported on-board the IOM contracted vehicles;
- 5.12 The subject vehicles are officially authorized to transport humanitarian aid;
- 5.13 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 the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;

- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Service Provider, its staff, or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
 - (h) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
 - (i) The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
 - (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
 - (k) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
 - (l) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 5.14 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in

the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM.
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery.
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit.
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract.
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child.
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

5.15 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the "SG Bulletin"),¹ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,² by its employees or sub-

¹ Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

² UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);

- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
 - (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
 - (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
 - (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
 - (f) Adhere to the provisions of this Article for the duration of this Agreement.
- 5.16 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.13, 5.14, or 5.15 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.
- 5.17 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

6. Assignment and Subcontracting

- 6.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

6.2 Notwithstanding a written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

7. Delays, Defaults and Force Majeure

7.1 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 a charge of 1% (one per cent) of the Fee per day of delay, up to a maximum of 10% (ten per cent) of the Fee, or terminating this Agreement. In the event of such termination, the provisions of Article 20 (Termination) shall apply.

7.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

7.3 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

7.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

8. Independent Contractor

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

9. 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 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.

10. Confidentiality

- 10.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

International Organization for Migration (IOM)

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

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 12.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 12.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 12.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
- 12.6 This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation, and Emblem

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

14. Insurance and Indemnities

- 14.1 The Service Provider will be liable for all loss or damage, injury or death to the persons and their belongings other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon the arrival of persons to the final location indicated by IOM, any damage or loss shall be assessed and recorded by IOM. All missing or damaged belongings of the persons transported will be debited against any sums due. No fees will be paid in relation to lost/damaged belongings of the persons. If the value of

lost / damaged belongings or liability for injury or death is 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.

- 14.2 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 to property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life or property) resulting from any accident in which one of the vehicle's may be involved. The Service Provider will furnish a certified copy of the certificate of insurance in force to IOM upon signature of this Agreement.
- 14.3 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.

15. Status of IOM

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

16. Waiver

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

17. Termination

- 17.1 IOM may terminate or suspend this Agreement at any time, in whole or in part.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination.
- 17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the

completion date. The Service Provider shall not be entitled to claim or receive any Service fee or costs incurred during the period of suspension of this Agreement.

18. Severability

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

19. Entire Agreement

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

20. Final Clauses

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.

20.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

21. Special Provisions (Optional)

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

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

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place:

Annex A
IOM Data Protection Principles

1: LAWFUL AND FAIR COLLECTION

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

2: SPECIFIED AND LEGITIMATE PURPOSE

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

3: DATA QUALITY

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

4: CONSENT

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

5: TRANSFER TO THIRD PARTIES

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

6: CONFIDENTIALITY

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

7: ACCESS AND TRANSPARENCY

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

8: DATA SECURITY

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

9: RETENTION OF PERSONAL DATA

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

10: APPLICATION OF THE PRINCIPLES

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending *inter alia* on the sensitivity of the personal data. These principles shall not apply to non-personal data.

11: OWNERSHIP OF PERSONAL DATA

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

13: EXCEPTIONS

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

GLOSSARY

Anonymous data means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

Consent means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

Child means any person under the age of 18 years.

Data controller means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

Data processing means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

Data protection means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

Data protection focal point means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

Data subject means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

Electronic record means any electronic data filing system that records personal data.

Inter alia (Latin) means “amongst other things.”

IOM means the International Organization for Migration.

IOM beneficiary means any person that receives assistance or benefits from an IOM project.

IOM headquarters means IOM offices in Geneva, Switzerland.

IOM staff means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

IOM unit/department means the structure at IOM headquarters responsible for IOM activity areas.

Knowledge means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

Non-personal data means any information that does not relate to an identified or identifiable data subject.

Paper record means any printed or written document that records personal data.

Personal data means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

Third party means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

Vulnerable groups means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

Vulnerable individual means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.

Annex B
Vehicle Request Form

VEHICLE REQUEST FORM

Reference is made to the Agreement signed by IOM and [name of the Service Provider] on [date of signing of the Agreement].

In accordance with Article 2.1 (a), IOM has the right to request vehicles which shall be provided with a driver.

IOM hereby requests the following vehicle(s) at the date(s), time(s) and address(es) outlined below:

NO.	VEHICLE and LICENSE PLATE	DATE AND TIME OF DEPARTURE	DEPARTURE AT	ARRIVAL AT
1	Volvo 9400, ABCD1234	1 February 2015, 9am	Airport Exemptown, Airportstreet 1, Exemptown	IOM Office at Samplestreet 1, Exemptown
2				
3				
4				
5				
6				
7				

Additional Requirements (please specify if vehicles need to be adapted for disabled passengers):

All conditions as outlined by the above-mentioned Agreement apply.

For and on behalf of
The International Organization for Migration

Signature

Name:
Position:
Date:
Place: