

**BIDDING DOCUMENTS**  
*(PROCUREMENT OF SERVICES)*

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**SERVICES FOR**  
*Transportation of People*

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**REF# LY21-224**

Prepared by



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

***IOM Libya***  
Hay Al Kuwait, Janzour, Tripoli, Libya

***09 September 2021***

**REQUEST FOR PROPOSALS**  
**RFP NO. : *LY21-224***

**RFP Deadline: *24 September 2021***  
**Proposals Submission: [\*iomlibyaproposal@iom.int\*](mailto:iomlibyaproposal@iom.int)**  
**Bids Validity: *60 Days***  
**Intended Contract Duration: *1 Year (12 months)***

*Note: Only Electronic Proposal submission is accepted.*

**Country: Libya**

**Project Name: *IOM Libya Common Use***

**Project Budget Line: *Multiple WBS depending on Funding Agreements***

**Title of Services: *Transportation of People***

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## **Section I. Instructions to Service Providers**

## **1. Introduction**

- 1.1 Only short-listed Service Providers listed in the Letter of Invitation will be invited to submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Provider costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Provider.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section IV. terms of reference).

## **2. Corrupt, Fraudulent, and Coercive Practices**

- 2.1 IOM Policy requires that all IOM Staff, bidders, 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 bidders, 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 anything 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**

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

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

### **4. Clarifications and Amendments to RFP Documents**

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all Service Providers through [IOM Libya Website](#).
- 4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent electronically to IOM e-mail address [iomlibyaproposal@iom.int](mailto:iomlibyaproposal@iom.int) at least *two (2) calendar days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all Service Providers through [IOM Libya Website](#).

### **5. Preparation of the Proposal**

5.1 A Service Provider Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.

- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

## 6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deem that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other Service Providers or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other Service Providers invited for this assignment or to enter into a joint venture with Service Providers not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
  - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have the experience of at least *five years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to 4 (Section II).
- a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF 2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
  - b) Any comments or suggestions on the Terms of Reference to improve the quality/effectiveness of the assignment and on the data, list of services, and facilities to be provided by IOM (TPF-3). In this regard, unless the Service Provider clearly states otherwise, it shall be assumed by IOM that work required to implement any such improvements, are included in the inputs shown on the Service Provider staffing schedule.
  - c) A description of the approach, methodology and work plan for performing the assignment (TPF-4). An organization chart indicating relationships among the

Service Provider and any associate(s), IOM, and other parties or stakeholders, if any, involved in the assignment.

- d) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

## 7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff. If appropriate, these costs should be broken down by activity. All items and activities described in the technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *60 calendar days*. During this period, the Service Provider is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

## 8. Submission, Receipt, and Opening of Proposals

- 8.1 Service Providers may *only submit one proposal*. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Proposal (both Technical and Financial Proposals) shall be prepared electronically. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers shall submit *one electronic copy* of the Proposal.
- 8.4 The *electronic copy* of the Technical Proposal and Financial Proposal shall be combined in separate PDF files.
- 8.5 Proposals must be received by IOM e-mail address [iomlibyaproposal@iom.int](mailto:iomlibyaproposal@iom.int) *on or before 24 September 2021*. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM.



8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain unopen until all submitted Technical Proposals are evaluated. BEAC will not make the opening publicly.

## 9. Evaluation of Proposals

9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Provider Proposal.

## 10. Technical Evaluation

10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *twenty-one (21) calendar day* after the deadline for receipt of proposals.

10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.

10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *70%*.

10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers relevant to the assignment:	<i>30</i>
(ii) Capacity:	
a) Staff List	<i>15</i>
b) Fleet Capacity	<i>25</i>
c) Sub-Contracting Capacity	<i>10</i>
Total points for criterion (ii):	<i>50</i>
(iii) General Qualification:	
a) Insurance	<i>20</i>
Total points for criterion (iii):	<i>20</i>

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) Experience	30
2) Capacity	50
3) General Qualification	20
Total weight:	100%

The minimum technical score  $S_t$  required to pass is: **70 Points**

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- a) late submission, *i.e.*, after the deadline set
  - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider and Terms of Reference (TOR);

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered nonresponsive based on the requirements in the RFP.
- 11.2 Due to COVID19 restrictions and change in the working modality, proposals shall not be open publicly.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$Sf = 100 \times F1 / F$$

Where:

Sf is the financial score of the Financial Proposal under consideration,  
F1 is the price of the lowest Financial Proposal, and  
F is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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

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

## **12. Negotiations**

12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be published after the completion of evaluation.

12.2 Negotiation will include:

- a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services;
- b) Discussion and finalization of the methodology and work program proposed by the Service Provider;
- c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule);
- d) Discussion on the services, facilities and data, if any, to be provided by IOM;
- e) Discussion on the financial proposal submitted by the Service Provider; and
- f) Provisions of the contract.

IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider.

12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section V). To complete negotiations, IOM and the Service Provider shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

### **13. Award of Contract**

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *15 October 2021*.

### **14. Confidentiality**

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

**Section II. Technical Proposal Standard Forms**

## TPF-1: Technical Proposal Submission Form

*[Location, Date]*

To: *BEAC*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Transportation of People* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **TPF-2A: Service Provider's Organization**

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*[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable)]*

**TPF-2B - Service Provider's Experience**

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**Relevant Services Carried Out in the Last Five Years  
That Best Illustrate Qualifications**

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		Nº of Staff:
Address:		Nº of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Current US\$):
Name of Associated Service Providers , If Any:		Nº of Months of Professional Staff Provided by Associated Service Providers :
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_



**TPF-3: Comments and Suggestions of Service Providers on the Terms of Reference and on Data, Services, and Facilities to be Provided by IOM**

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**A. On the Terms of Reference:**

[The Service Provider should present and justify here any modifications or improvement to the Terms of Reference that they are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in the Service Provider’s Proposal.]

- 1.
- 2.
- 3.
- 4.
- 5.

**B. On the data, services, and facilities to be provided by IOM:**

[Comment here on counterpart staff and facilities to be provided by IOM according to Paragraph 1.6 of Section II – Instructions to Service Providers, including administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.
- 3.
- 4.
- 5.

#### **TPF – 4: Description of the Approach, Methodology and Work Plan for Performing the Assignment**

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[Technical approach, methodology and work plan are key components of the Technical proposal. The Service Provider is suggested to present the Technical Proposal using the following:

- a) Technical Approach and methodology
  - b) Work Plan and
  - c) Organization and Staffing
- a) **Technical Approach and Methodology.** In this section the Service Provider should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of details of such output. The Service Provider should highlight the problems being addressed and their importance, and explain the technical approach that would be adopted to address them. The Service Provider should also explain the methodologies being proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this section the Service Provider should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the IOM, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The Work Plan should be consistent with the Work Schedule (TPF-8).
- c) **Organization and Staffing.** In this section the Service Provider should propose the structure and composition of the team. Main disciplines of the assignment should be listed, the key expert responsible, and the proposed technical and support staff.

## **Section III. Financial Proposal - Standard Forms**

## FPF-1: Financial Proposal Submission Form

*[Location, Date]*

To: *BEAC*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Transportation of People* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *(insert validity period)* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers , any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## FPF– 2: Price List

#	Vehicle Type	Location	Model	Brand	Daily Price* (USD)	Monthly Price* (USD)
1	Minivan (6-10 seats)	Sebha	Min. 2012			
2	Minivan (6-10 seats)	Qatroun	Min. 2012			
3	Minivan (6-10 seats)	Zwara	Min. 2012			
4	Minivan (6-10 seats)	Bani Walid	Min. 2012			
5	Minivan (6-10 seats)	Tripoli	Min. 2012			
6	Minivan (6-10 seats)	Ghat	Min. 2012			
7	Minivan (6-10 seats)	Misrata	Min. 2012			
8	Minivan (6-10 seats)	Benghazi	Min. 2012			
9	Minivan (12-16 seats)	Sebha	Min. 2012			
10	Minivan (12-16 seats)	Qatroun	Min. 2012			
11	Minivan (12-16 seats)	Zwara	Min. 2012			
12	Minivan (12-16 seats)	Bani Walid	Min. 2012			
13	Minivan (12-16 seats)	Tripoli	Min. 2012			
14	Minivan (12-16 seats)	Ghat	Min. 2012			
15	Minivan (12-16 seats)	Misrata	Min. 2012			
16	Minivan (12-16 seats)	Benghazi	Min. 2012			
Daily Trips						
#	Vehicle Type	Location	Model	Brand	Daily Price* (USD)	
17	Minivan (6-10 seats)	Tripoli to Ras JDir	Min. 2012			
18	Minivan (6-10 seats)	Tripoli to Djerba	Min. 2012			
19	Minivan (6-10 seats)	Tripoli to Tunis	Min. 2012			
20	Minivan (12-16 seats)	Tripoli to Ras JDir	Min. 2012			
21	Minivan (12-16 seats)	Tripoli to Djerba	Min. 2012			
22	Minivan (12-16 seats)	Tripoli to Tunis	Min. 2012			

\* Indicate total costs, net of local taxes, to be paid by IOM in each currency.

\* Prices are valid for one year after the signature of the contract.

Authorized Signature:

Name and Title of Signatory:

## **Section IV. Terms of Reference**

## **Terms of Reference**

Below is the list of requirements needed while providing the transportation services:

- 1- All Vehicles must have comprehensive vehicle insurance covering all passengers.
- 2- All Vehicles models shall be minimum 2012 (max 10 years).
- 3- All Vehicles registration documents shall be submitted to IOM prior to assignment of services.
- 4- Minibuses are required in 2 different types where one of them shall have 6-10 seats and other one shall have 12-16 seats.
- 5- Each seat must have functioned seatbelt.
- 6- All vehicles shall have drivers which are trained to drive the assigned vehicle.
- 7- All vehicles shall have fire extinguisher, first aid kit and spare tire.
- 8- All vehicles must be available in max 3 working days after the official request from IOM.
- 9- In case if vehicles are required to make trip to other cities, the cost will remain as same as the cost of the main city its rented for.
- 10- Each vehicle shall keep logbook and copy of the logbook shall be submitted to IOM at the end of each month along with the invoice.

## **Section V – Contract for Transportation Services**



**FRAMEWORK VEHICLE LEASE AGREEMENT**  
**Between**  
**The International Organization for Migration**  
**And**  
**[Name of the Service Provider]**

The Parties to this Agreement are the **International Organization for Migration**, an organization part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Other Party], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction**

The Service Provider agrees to provide IOM with vehicle/transportation services in accordance with the terms and conditions of this Agreement and its Annexes, if any.

**2. Services Supplied**

- 2.1 The Service Provider agrees to provide to the IOM the vehicles (the “**Vehicle/s**”) as outlined by Annex 1, attached hereto and considered an integral part.
- 2.2 The Service Provider agrees to provide to the IOM fully qualified, licensed and insured drivers in the amount and at the time outlined by Annex 2 (Driver/s’ Details), attached hereto and considered an integral part.
- 2.3 Services will be provided by the Service Provider upon submission of a Vehicle Request Form at least **1 (one) day** prior to provision of vehicle as outlined by Annex 3 (Vehicle Request Form), attached hereto and considered an integral part. Any Services requested may be cancelled until **24 (twenty four) hours** prior to provision of vehicle as requested by IOM without incurring any charges.
- 2.4 The Service Provider shall make the Vehicles available from **[start date]** to **[end date]**.
- 2.5 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not warrant that any quantity of Services will be requested during the term of this Agreement.

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

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

### 3. Charges and Payments

- 3.1 The all-inclusive Service fee (the “**Service Fee**”) for the Services under this Agreement as outlined in Annex 1 for the durations requested by the Vehicle Request Forms, shall be the total charge to IOM. If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.) the corresponding amounts reflecting daily credits due to IOM will be deducted from the total owed.
- 3.2 The Service Fee includes the cost of the salaries and allowances of drivers for each Vehicle, comprehensive motor vehicle insurance, the Vehicles’ maintenance, repair, any taxes, fuel and unlimited mileage.
- 3.3 The Service Provider shall invoice IOM upon completion of all the Services/at the end of every week/month *[delete as required]*. The invoice shall include: [services provided, hourly rate, number of hours billed, *(add/delete as necessary)*]. A copy of the relevant Vehicle Request Forms to which the invoice relates needs to be attached to the invoice.
- 3.4 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

### 4. Warranties

The Service Provider warrants that:

- 4.1 It is the legal owner of the Vehicles, and that the Vehicles are each properly registered, as evidenced by a certified true copy of each vehicle’s registration papers. Each Vehicle must carry the original registration papers at all times during the period of this Agreement;
- 4.2 Each Vehicle is covered by 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 the comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;

- 4.3 Each Vehicle is officially authorized to transport passengers and all appropriate national transportation regulations and standards are met;
- 4.4 Each Vehicle is roadworthy and in good working condition such as to ensure the safety of passengers and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM's Transport Supervisor;
- 4.5 The Vehicles are to include the driver, (or in case of long-haul journeys, two drivers), an adequate supply of fuel, lubricants, spare parts, and, in particular, a sufficient number of spare tires, *[add/delete as required]*. If re-fuelling is not possible because of fuel shortage, IOM will consider the Vehicles as non-operational and the corresponding deductions will be made accordingly. All Vehicles shall bear IOM markings;
- 4.6 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;
- 4.7 The drivers assigned to Vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM;
- 4.8 The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately, without contest, and at no additional cost to IOM. The Service Provider shall have sufficiently qualified and insured drivers available at all times to allow for replacement upon request of IOM, in case of annual, sick or any other leave of the driver;
- 4.9 The Service Provider is fully responsible for all the maintenance and repair of each Vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand 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 (the "**Replacement Vehicle**"). In case the Service Provider fails to provide such Replacement 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 a Replacement Vehicle is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any Service Fee during the suspension period;
- 4.10 No arms or prohibited or dangerous items shall be carried/transported on-board the IOM-contracted vehicles;
- 4.11 The Vehicles are officially authorized to transport humanitarian aid.

- 4.12 Nothing in this Agreement serves to establish an exclusive relationship between the Parties. IOM is not obliged to request a minimum amount of Services under this Agreement.
- 4.13 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 Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received or will receive from, or will be offered by the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
  - (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
  - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
  - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.14 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 suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.15 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:
  - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.

- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
  - (d) Ensure that the SEA provisions are included in all subcontracts.
  - (e) Adhere to above commitments at all times.
- 4.16 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.13, 4.14 or 4.15 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. Assignment and Subcontracting**

- 5.1 The Service Provider shall not assign or subcontract the Services under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider 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 bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **6. Delays, Defaults and Force Majeure**

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days'

written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

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

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.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 16 (Termination) shall apply.

## **7. Independent Contractor**

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

## **8. Audit**

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

## **9. Confidentiality**

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal

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

- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## 10. Notices

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

**International Organization for Migration (IOM)**

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

[IOM's address]

Email: [IOM's email address]

**[Full name of the Service Provider]**

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

[Service Provider's address]

Email: [Service Provider's email address]

## 11. Dispute Resolution

- 11.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 11.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 11.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 11.4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law 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. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **12. Use of IOM Name, Abbreviation and Emblem**

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

## **13. Status of IOM**

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

## **14. Insurance and Indemnities**

- 14.1 The Comprehensive motor vehicle insurance of each Vehicle shall cover all accidents and any damage caused to the vehicle, its driver and passengers, third party as well as property damage. IOM shall not, in any case, be held responsible for any damage to the Vehicle or to any third party (whether with respect to life or property) resulting from any accident in which one of the Vehicles may be involved.
- 14.2 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. Waiver**

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

## **16. Termination**

- 16.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition,

IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.

- 16.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 16.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 16.4 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.

## **17. Severability**

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

## **18. Entirety**

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

## **19. Final Clauses**

- 19.1 **This Agreement will enter into force upon signature by both Parties.** It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 19.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

## **20. 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 flow down to IOM's Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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

*For and on behalf of*  
The International Organization for  
Migration

Signature

*For and on behalf of*  
[Name of Service Provider]

Signature

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Name:  
Position:  
Date:  
Place:

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Name:  
Position:  
Date:  
Place:

## Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

*[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*.

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

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

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

Yours truly,

Signature and seal:

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Name of Bank/Financial Institution:

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Address:

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Date: \_\_\_\_\_