

# REQUEST FOR PRICE OFFERS

## Purchase and Transport of Drinking Water and Domestic Water

Pays : Haiti

Date : 22 January 2025

Number or reference of the request for offers

[HT-2024-LTA-004](#)

### SECTION 1: LETTER OF INVITATION

The International Organization for Migration, hereinafter IOM, hereby invites potential bidders to submit a quotation in accordance with the general conditions and specifications contained in this Request for Quotations.

Before submitting a price offer, please read the attached documents carefully.

Section 1: Invitation Letter

Section 2: Instructions to Bidders

Section 3: Fact Sheet

Section 4: Evaluation criteria

Section 5: Specifications/Statement of Work

Section 6: Contract Conditions and Contract Form

Section 7: Proposal Forms

- Form A: Confirmation of price offer
- Form B: Checklist
- Form C: Submission of a technical offer
- Form D: Bidder Information
- Form E: Information on Joint Venture, Consortium or Association
- Form F: Eligibility and Qualifications • Form
- G: Technical Offer Format • Form H: CV
- Format of Proposed Key Personnel
- Form I: Declaration of exclusivity and availability
- Form J: Submission of a financial offer
- Form K: Financial Offer Format
- Form I: Price Offer Form

If you wish to respond to this request for quotation, we invite you to prepare your offer in accordance with the requirements and procedure set out in this request and to submit it before the deadline indicated in Section 3 (Information Sheet).

Please acknowledge receipt of this RFQ by completing and returning the attached Form A (Confirmation of Offer) by email to [IOMHaitiP@iom.int](mailto:IOMHaitiP@iom.int) no later than 31 January 2025, indicating whether or not you intend to submit an offer. Should you require further clarification, please refer to the contact persons listed in Section 3 (Information Sheet) as the focal point for questions relating to this RFQ.

We look forward to your price offer.

Approbation :

## SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS 1.	
Scope	<p>Bidders are invited to submit a quotation for the services/works specified in Section 5 (Specifications/Statement of Work) in accordance with this Request for Quotation. A summary of the scope of the quotation is provided in Section 3 (Information Sheet).</p> <p>Bidders must comply with all requirements set forth in this Request for Quotation, including any amendments made in writing by IOM. This Request for Quotation is in accordance with IOM policies and procedures.</p>
2. Interpretation of the request for offers price	<p>Any price offer submitted shall be deemed to be a proposal by the Bidder and shall not constitute or imply acceptance of the offer by the IOM.</p> <p>IOM is not obligated to award a contract to any bidder as a result of this RFQ.</p>
3. Code of Conduct for suppliers	<p>All potential bidders must review the United Nations Supplier Code of Conduct and declare that they understand that it sets out the minimum standards expected of IOM suppliers. The Code of Conduct, which includes principles relating to labour, human rights, the environment and ethical conduct, can be found at: <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .</p> <hr/>
4. Bidders meeting the required conditions	<p>Bidders must have the legal capacity to enter into a binding contract with the International Organization for Migrants.</p> <p>A bidding company, like all its constituent parts, may have the nationality of any country, except those listed, where applicable, in Section 3 (Information Sheet). A bidder is deemed to have the nationality of a country if it is a citizen of that country or if its business is created, incorporated or registered in that country and conducts its operations in accordance with the laws of that country.</p> <p>Any Bidder determined to have a conflict of interest will be disqualified. Bidders may be deemed to have a conflict of interest if they are, or have been in the past, associated with a firm or any of its affiliates engaged by IOM to provide consulting services in the design, specification, and development of the specifications, cost analysis/estimates and other documents to be used in the procurement of the services required under this procurement procedure.</p> <p>A bidder may not submit a price offer if at the time of submission of the offer:</p> <ul style="list-style-type: none"> <li>• It appears on the exclusion list, available on the <a href="#">Global Portal</a>, which brings together information disclosed by the organizations, funds or programs of the United Nations system;</li> <li>• He is on the <a href="#">United Nations Security Council Consolidated List</a>, including the <a href="#">United Nations Security Council Resolution 1267/1989</a> list.</li> </ul> <p><a href="#">United</a>;</p>

	<ul style="list-style-type: none"> <li>• It is on the <a href="#">World Bank Procurement Group's list of unreliable suppliers</a> and on the <a href="#">latter's list of ineligible companies and individuals</a>;</li> <li>• It appears on other applicable sanctions lists, at the discretion of IOM.</li> </ul>
5. Proprietary Information The	RFQ documents and any part of the specifications or any information issued or provided by IOM are issued or provided solely for the purpose of enabling the establishment of a price offer and may not be used for any other purpose. The RFQ documents and any additional information provided to bidders shall remain the property of IOM. All documents that may form part of the RFQ documents shall become the property of IOM, which shall not be required to return them to the bidding firm.
6. Advertising	During the request for price offers procedure, bidders are not permitted to advertise in connection with the request for price offers.
<b>COMPETITION CALL FILE</b>	
7. Details on the appeal file for the concurrence	<p>Bidders may request clarification of any of the documents in the RFQ documents no later than the date specified in Section 3 (Information Sheet). Any request for clarification must be made in writing in accordance with the procedures set out in Section 3 (Information Sheet). Explanations or interpretations provided by personnel other than the designated contact person will not be considered binding or official.</p> <p>IOM will respond to requests for clarification in the manner outlined in Section 3 (Information Sheet).</p> <p>IOM will endeavour to respond to requests for clarification as quickly as possible. However, any possible delay shall not oblige the IOM to postpone the date for submission of price offers, unless the IOM considers that such a postponement is justified and necessary.</p>
8. Modification of file documents call for the concurrence	<p>At any time before the deadline for submission of quotation offers, IOM may, for any reason, such as in response to a request for clarification by a bidder, modify the request for quotation offers by means of an amendment. The modifications will be communicated to all potential bidders.</p> <p>If the change is material, IOM may extend the deadline for submission of bids to give bidders reasonable time to incorporate the change into their price offer.</p>
<b>ESTABLISHMENT OF PRICE OFFERS</b>	
9. Cost of establishment of the price offer	The Bidder shall bear all costs associated with the preparation and/or submission of its quotation, whether or not it is accepted. IOM shall not be liable for such costs, regardless of the conduct or outcome of the procurement process.

10. Language	The quotation and any related correspondence between the Bidder and the IOM must be written in the language(s) indicated in Section 3 (Information Sheet).
11. Documents allowing to determine the eligibility and qualifications of the bidder	The Bidder must provide documentation to demonstrate its status as a qualified and eligible supplier by completing the forms reproduced in Section 7 and providing the required documents indicated therein. In order for a Bidder to be awarded a contract, its qualifications must be substantiated to the satisfaction of IOM.
12. Format and content of the technical offer	<p>The bidder is required to submit a technical offer using the form reproduced in section 7 and taking into account the requirements set out in the request for price offers.</p> <p>The technical offer must not include prices or financial information. A technical offer containing significant financial information may be declared inadmissible.</p>
13. Financial offer	<ul style="list-style-type: none"> <li>• The financial offer must be prepared using the form reproduced in Section 7, taking into account the requirements set out in the request for price offers. The main cost elements associated with the services, as well as a detailed breakdown of these costs, must be indicated therein.</li> <li>• Any product or activity described in the technical offer but whose price is not specified in the financial offer will be deemed to be included in the price of other activities or elements as well as in the final total price.</li> <li>• Prices and other financial information must not be indicated elsewhere than in the financial offer.</li> </ul>
14. Currency	<p>All prices are expressed in the currency(ies) indicated in Section 3 (Information Sheet). If offers are denominated in different currencies, for the purpose of comparing different offers:</p> <ul style="list-style-type: none"> <li>• IOM will convert the currency stated in the quotation into its preferred currency, in accordance with the Organization's operational rate of exchange in effect on the closing date of the quotation;</li> <li>• In the event that it retains a price offer denominated in a currency other than the preferred currency indicated in Section 3 (Information Sheet), IOM reserves the right to award the contract in the currency of its choice, using the conversion method mentioned above.</li> </ul>
15. Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except for fees for public utility services, and from all customs duties, restrictions and similar charges on articles imported or exported for its official use. All quotations must be submitted net of all direct taxes and all other duties and taxes. All price offers must be submitted net of all direct taxes and all other duties and taxes, unless otherwise specified in Section 3 (Information Sheet).
16. Duration of validity of the price offers	Quotations are valid for the period specified in Section 3 (Information Sheet) from the deadline for submission of offers. A quotation valid for a shorter period may be rejected by IOM and considered non-responsive.

	<ul style="list-style-type: none"> <li>• During the validity period of the price offers, the bidder's initial offer, including the availability of key personnel, the rates offered and the total price, may not be modified.</li> <li>• In exceptional circumstances, IOM may request bidders to extend the validity of their quotation. The request and the responses shall be made in writing and shall be considered as an integral part of the quotation.</li> <li>• If the bidder agrees to extend the period of validity of its price offer, it shall do so without modifying the initial offer, but shall extend the period of validity of the bid security, if such security is required, in accordance with Article 17 (Bid Security).</li> <li>• The bidder has the right to refuse to extend the validity period of its price offer without waiving the offer security, if required. In such a case, the evaluation of the offer will be terminated.</li> </ul>
17. Offer Guarantee	<p>In the event that a bid security is required, in accordance with Section 3 (Information Sheet), it must be provided in the amount and in the form set forth in Section 3. The bid security is valid for at least thirty (30) days after the bid validity deadline.</p> <p>The offer guarantee must be attached to the offer. If an offer does not include a guarantee while it is requested in the request for price offers, this offer will be rejected.</p> <p>If the amount or period of validity of the tender security is less than that prescribed by the IOM, the latter will reject the price offer.</p> <p>If electronic submission is permitted in accordance with Section 3 (Information Sheet), Bidders shall include a copy of the Bid Security with their Bid and the original security shall be sent by courier or hand delivered in accordance with the instructions given in Section 3.</p> <p>The bid securities of unsuccessful bidders shall be returned as soon as possible and no later than thirty (30) days after the expiry of the period of validity of price offers set by the IOM in accordance with Article 16 (Period of validity of price offers).</p> <p>The bid security may be retained by the IOM and the price offer rejected if one or more of the following conditions are met:</p> <ul style="list-style-type: none"> <li>• The bidder withdraws its price offer during the period of validity indicated in Section 3 (Information Sheet), or;</li> <li>• The successful bidder:       <ul style="list-style-type: none"> <li>o Fails to sign the contract after the award of the contract by IOM ; or</li> <li>o Is unable to provide the performance guarantee, a copy of the insurance or any other document that the IOM may require as a prerequisite to the entry into force of the contract that may be awarded to it.</li> </ul> </li> </ul>

<p><b>18. Joint venture, consortium or association</b></p>	<p>If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association for the purposes of the request for quotation, each such legal entity shall confirm in the joint quotation:</p> <ul style="list-style-type: none"> <li>• That one party has been designated as the principal entity and duly vested with the authority to legally bind the members of the joint venture, consortium or association jointly and severally, which shall be evidenced by a duly notarized agreement between legal entities to be submitted with the price offer; and</li> <li>• That if awarded the contract, the contract will be between the IOM and the designated lead entity, which will act on behalf of and for the account of all entities that make up the joint venture.</li> </ul> <p>After the deadline for submission of quotation offers, the principal entity designated to represent the joint venture, consortium or association may not change without the prior written consent of the IOM.</p> <p>If the quotation of a joint venture, consortium or association is accepted, IOM will award the contract to the joint venture, represented by the lead entity designated by it. The lead entity will sign the contract in the name and on behalf of all other member entities.</p> <p>The principal entity and the member entities of the joint venture, consortium or association shall comply with the provisions of Article 19 of this document relating to the submission of a single offer.</p> <p>In describing the structure of the joint venture, consortium or association in the quotation and in the joint venture, consortium or association agreement, the expected role of each of the entities constituting the joint venture in carrying out the requirements set out in the request for quotation should be clearly defined. All entities comprising the joint venture, consortium or association shall be subject to an assessment by the IOM to verify their eligibility and qualifications.</p> <p>A joint venture, consortium or association presenting its past results and experience must clearly distinguish between:</p> <ul style="list-style-type: none"> <li>• Activities carried out jointly by the joint venture, consortium or association; and</li> <li>• Activities carried out by individual entities of the joint venture, consortium or association.</li> </ul> <p>Contracts previously performed by individual experts working privately but who are or have been temporarily associated with one of the member companies of the joint venture cannot be claimed in the presentation of individual references as professional experience by the joint venture, consortium, association or its members, but only by the experts themselves.</p> <p>The use of joint ventures, consortia or associations is encouraged in cases of high-value multi-sector needs, where the range of skills and resources required may not be available within a single company.</p>
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<p><b>19. Single price offer</b></p>	<p>The bidder (including individual members of a joint venture) may submit only one price offer, in its own name or on behalf of a joint venture.</p> <p>Price offers submitted by two or more bidders will be rejected in the following cases:</p> <ul style="list-style-type: none"> <li>• Bidders have at least one majority partner, director or a common shareholder;</li> <li>• One of the bidders receives or has received a direct subsidy or indirect from the other(s);</li> <li>• Bidders have the same legal representative for the purposes of this request for price offers;</li> <li>• Bidders have a relationship with each other, directly or through common third parties, which puts them in a position to have access to information on the price offer of another bidder or to exercise influence over that price offer in the context of this price offer request procedure;</li> <li>• Bidders are subcontractors to each other, or a subcontractor of one quotation submits another quotation in its own name as the prime bidder; or certain key personnel proposed to be part of a bidder's team are participating in more than one quotation received under this RFQ procedure. This personnel requirement does not apply to subcontractors participating in more than one quotation.</li> </ul>
<p><b>20. Alternative price offers</b></p>	<p>Unless otherwise specified in Section 3 (Information Sheet), alternative price offers will not be considered. If permitted by Section 3, a bidder may submit an alternative price offer only if it also submits an offer that complies with the requirements set out in the request for price offers. If the conditions for acceptance of the price offer are met or the justifications are clearly established, IOM reserves the right to award a contract on the basis of an alternative price offer.</p> <p>If multiple/alternative price offers are submitted, the "main offer" and the "alternative offer" must be clearly identified. If no indication is given, provided to distinguish the main offer from the alternative offer or offers, all offers will be rejected.</p>
<p><b>21. Preliminary conference</b></p>	<p>If necessary, a pre-hearing conference will be held in accordance with the instructions, at the date, time and location indicated in Section 3 (Information Sheet).</p> <p>If Section 3 states that attendance at the pre-conference is mandatory, bidders who are not present will not be permitted to submit a bid under this RFQ.</p> <p>While Section 3 states that participation in the pre-conference is not mandatory, failure to participate by an interested bidder will not result in its disqualification.</p>

	<p>The IOM will not provide any formal response to questions from bidders regarding the request for quotation or the procedure relating thereto during the pre-bid conference. All questions must be submitted in accordance with Article 38 (Clarification of Quotation).</p> <p>The pre-conference will be held for the sole purpose of providing general information. Without prejudice to the provisions of Article 24 (Responsibility of Bidders), Bidders shall not rely on any information, statement or representation made at the pre-conference unless such information, statement or representation is confirmed in writing.</p> <p>The minutes of the pre-conference will be circulated as set forth in Section 3 (Information Sheet). No oral statement made during the conference will modify the terms and conditions of the RFQ unless such statement is expressly included in the minutes of the conference or published/posted as an amendment to the RFQ.</p>
22. Site inspection	<p>If necessary, a site inspection will be arranged in accordance with the instructions, on the date, time and location indicated in Section 3 (Information Sheet).</p> <p>If it is stated in Section 3 that attendance at the site inspection is mandatory, Bidders who fail to attend will not be permitted to submit a quotation under this RFQ.</p> <p>While Section 3 states that attendance at the site inspection is not mandatory, failure to attend by an interested bidder will not result in its disqualification.</p> <p>It is the responsibility of bidders participating in a site inspection to apply for and obtain any necessary visas for their participation.</p> <p>Prior to attending the site inspection, bidders must sign a waiver of indemnity statement releasing IOM from any liability in the following cases:</p> <ul style="list-style-type: none"> <li>ii) Loss or damage to any real property or personal effects;</li> <li>iii) Bodily injury to any person, illness or death; Financial loss or expense resulting from the site inspection; and Transportation</li> <li>iii) iv) by IOM to the site (if applicable) in the event of accident or malicious act by third parties.</li> </ul> <p>IOM will not provide any formal response to bidders' questions regarding the RFQ or the related procedure during the site inspection. All questions must be submitted in accordance with Article 7 (Clarification of the RFQ Documents).</p> <p>A site inspection will be conducted for the sole purpose of providing general information. Without prejudice to the provisions of Article 24 (Responsibility of Bidders), Bidders shall not rely on any information, statement or representation made during the site inspection unless such information, statement or representation is confirmed in writing by IOM.</p>
23. Errors or omissions	<p>Bidders shall immediately notify IOM in writing of any ambiguity, error, omission, discrepancy, inconsistency or other defect in any part</p>

	<p>any of the request for price offers, giving all the details required in this regard.</p> <p>Bidders shall refrain from taking advantage of any such ambiguities, errors, omissions, discrepancies, inconsistencies or other defects.</p>
<p><b>24. Responsibility of bidders to inquire</b></p>	<p>Bidders are required to obtain information in order to establish their price offer. In this regard, they must ensure that:</p> <ul style="list-style-type: none"> <li>• Be fully informed about all aspects of the RFQ, including the contract and all other documents contained or referred to in this RFQ;</li> <li>• Review the request for quotation to ensure they have a complete copy of all documents;</li> <li>• Request any other information relevant to the project and the scope of the requirements, provided that this request is reasonable, and examine them;</li> <li>• Verify all relevant statements, representations and information, including those contained or referred to in the RFQ or made orally during a clarification meeting or site inspection or during any discussions held with IOM, its employees or agents;</li> <li>• Attend any prior conference if required in accordance with the provisions of this request for price offers;</li> <li>• Be informed of and fully comply with the requirements of the relevant authorities and laws that apply, or may apply in the future, in relation to the provision of the Services; and</li> <li>• Evaluate for themselves the nature and extent of the services required, as set out in Section 5 (Specifications), and take due account of all requirements in their price offer.</li> </ul> <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, timeliness or completeness of this RFQ or any other information provided to Bidders.</p>
<p><b>25. No change important situation</b></p>	<p>The Bidder shall inform the IOM of any change in circumstances occurring during the solicitation process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• A change affecting any declaration, accreditation, license or approval;</li> <li>• Major organizational changes, corporate restructuring, takeover, buyout or similar event impacting the operation and/or financing of the bidder or its major subcontractors;</li> <li>• A change in any information on which the IOM may rely in evaluating price offers.</li> </ul>

SUBMISSION AND OPENING OF PRICE OFFERS 26. Instructions	
relating to the submission of price offers	<ul style="list-style-type: none"> <li>• The Bidder must submit a complete quotation in the requested format, accompanied by the required documents and forms, in accordance with the requirements set out in Section 3 (Information Sheet). The quotation will be submitted in accordance with the method specified in Section 3.</li>   <li>• The price offer shall be signed by the bidder or the person(s) duly authorized to do so. The authorization shall be communicated by means of a document attesting to this authorization, issued by the legal representative of the bidding entity, or, if requested, by a power of attorney.</li>   <li>• Bidders should be aware that the submission of a quotation implies in itself full acceptance of the IOM contractual conditions.</li> </ul>
27. Deadline for submission of price offers	<ul style="list-style-type: none"> <li>• Complete quotation offers must be received by IOM in the manner specified in Section 3 (Information Sheet) and no later than the date and time indicated. If in doubt as to the applicable time zone, please consult <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> . It is the responsibility of the bidders to ensure that their quotation is received by the closing date and time. IOM shall not be held responsible for delays caused by the courier company or any other technical problems and shall only take into account the actual date and time of receipt of the offer.</li>   <li>• IOM may, at its discretion, extend the deadline for submission of price offers by amending the tender documents in accordance with Article 8 (Amendment of the tender documents). In such event, all rights and obligations of IOM and the bidders in force up to the previous deadline shall then be subject to the new deadline.</li> </ul>
28. Withdrawal, substitution and modification of offers of price	<ul style="list-style-type: none"> <li>• A Bidder may withdraw, substitute or modify its quotation after submission at any time prior to the submission deadline by sending to the IOM a written notice duly signed by an authorized representative, accompanied by a copy of the authorization (or power of attorney). The substitution or modification of the quotation, if any, must accompany the corresponding written notice. All notices must be submitted in the same manner as quotation offers and must be marked with one of the following notations: "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".</li>   <li>• However, after the deadline for submission of price offers, the price offers shall remain valid and may be accepted by the IOM for the entire period of validity of the price offers, which may be extended.</li>   <li>• Price offers whose withdrawal is requested before the deadline shall be made available to the bidder who submitted them, who must collect them within 15 days of their withdrawal, failing which the IOM shall have the right to dispose of this offer without opening it and without further notice to the bidder.  bidder. The IOM is under no obligation to return the price offer to the bidder at its own expense.</li> </ul>
29. Storage of offers of price	<p>Quotations received before the submission deadline and opening time will be kept secure and will not be opened until the Quotation Opening Date specified in Section 3 (Information Sheet). IOM shall not be held liable for any errors or omissions</p>

	responsible for the premature opening of a price offer sent to the wrong address and/or incorrectly identified.
30. Opening of offers of price	<ul style="list-style-type: none"> <li>• Price offers will be opened by an ad hoc jury composed of at least two staff members, at least one of whom will not participate in the subsequent stages of the purchasing procedure.</li> <li>• The opening of technical and financial offers will be subject to two separate processes. Bidders may attend the opening of price offers if this possibility is provided for under Section 3 (Information Sheet).</li> <li>• The names of the bidders and the documents provided are announced and recorded in the technical tender opening report, which may only be consulted by tenderers who have submitted a price offer within a period of thirty days from the opening date. Information not included in the opening report will not be communicated to tenderers.</li> <li>• Once the technical evaluation is completed, the financial offers will be opened. At the time of opening the financial offers, the names of the bidders and the prices indicated in the offer will be announced and recorded in the financial offer opening report.</li> <li>• No price offer will be rejected at the opening stage, except in the event of late filing.</li> </ul>
31. Late price offers	<ul style="list-style-type: none"> <li>• Any quotation received by IOM after the submission deadline will be destroyed, unless the Bidder requests that it be returned and assumes responsibility and costs for the return of the quotation request documents.</li> <li>• In exceptional circumstances, a late quotation may be accepted if it is established that it was sent sufficiently in advance of the closing date of the request for quotation and that the delay could not have been reasonably foreseen by the tenderer or that it was due to force majeure.</li> </ul>
<b>EVALUATION OF PRICE OFFERS 32.</b>	
Confidentiality	<ul style="list-style-type: none"> <li>• No information relating to the examination, evaluation and comparison of price offers, as well as the recommendation for award, will be disclosed to bidders or any other person not officially concerned by this process, even after publication of the contract award.</li> <li>• Any attempt by a bidder or any person acting on its behalf to influence IOM in the examination, evaluation and comparison of price offers or in decisions relating to the award of the contract may, upon decision of the Organization, result in the rejection of its offer and the application of the supplier sanction procedures in force at IOM.</li> </ul>
33. Evaluation of price offers	<ul style="list-style-type: none"> <li>• IOM will evaluate the offers using the methods and criteria set out in this Request for Quotations. No other criteria or methods may be applied.</li> <li>• IOM will conduct the evaluation solely on the basis of the technical and financial offers received.</li> </ul>

	<p>The evaluation of price offers will be carried out according to the following steps:</p> <ul style="list-style-type: none"> <li>(a) Preliminary examination;</li> <li>(b) Assessment of the bidder's qualifications and eligibility (if there has been no prequalification);</li> <li>(c) Evaluation of technical offers;</li> <li>d) Evaluation of financial offers.</li> </ul>
34. Preliminary examination	<ul style="list-style-type: none"> <li>• IOM will review the quotation against the minimum documentation requirements to determine whether it is complete, whether the documents have been properly signed and whether the quotation is generally in order. These are only some of the indicators that may be used at this stage. IOM reserves the right to reject any quotation at this stage.</li> </ul>
35. Assessment of qualifications and eligibility	<ul style="list-style-type: none"> <li>• The qualifications and eligibility of the bidder will be evaluated against the minimum qualifications and eligibility requirements set out in Section 4 (Evaluation Criteria) and Article 4 (Eligible Bidders).</li> </ul>
36. Evaluation of offers technical and financial	<ul style="list-style-type: none"> <li>• The evaluation team will review and evaluate the technical offers based on their compliance with the specifications and other RFQ documents, applying the evaluation criteria, sub-criteria and point system set out in Section 4 (Evaluation Criteria). A price offer shall be declared inadmissible at the technical evaluation stage if it does not meet the minimum technical score indicated in Section 3 (Information Sheet). Where applicable, and if indicated in the Information Sheet, IOM may invite bidders who have met the technical criteria to present their technical offer. The terms of the presentation will then be indicated in the price offer documents.</li> <li>• In the second stage, only the financial offers of bidders who have obtained the minimum technical score will be opened and submitted for evaluation.</li> <li>• The evaluation method applicable to this request for quotation is that indicated in Section 3 (Information Sheet), which may be one of the following two (2) methods: (a) the lowest price method, according to which the lowest technically responsive financial offer is selected; or (b) the combined scoring method which will be based on a combination of the technical score and the financial score.</li> </ul> <p>Where the Information Sheet provides for the application of the combined scoring method, the formula for scoring price offers is as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b><u>Evaluation of the technical offer (TO):</u></b></p> <p style="text-align: center;">OT score = (total score obtained by the offer/maximum score obtainable for the OT) x 100</p> <p><b><u>Evaluation of the financial offer (FO):</u></b></p> <p style="text-align: center;">OF Score = (lowest bid/price of bid reviewed) x 100</p> </div>

	<p><b>Total combined score:</b></p> <p><b>Combined score = (OT score) x (OT weighting, e.g. 70%) + (OF score) x (OF weighting, e.g. 30%)</b></p>
<p>37. Qualification a posteriori</p>	<p>IOM reserves the right to conduct an ex post qualification assessment to determine, to its satisfaction, the validity of the information provided by the bidder. This exercise must be fully documented and may include, but is not limited to, any or all of the following activities:</p> <ul style="list-style-type: none"> <li>(a) Verification of the accuracy, correctness and authenticity of the information provided by the bidder;</li> <li>(b) Validation of the degree of compliance with the requirements set out in the request for price offers and the evaluation criteria on the basis of what has been observed so far by the evaluation team;</li> <li>(c) Investigation and verification of references with relevant government entities, previous clients or any other entity likely to have done business with the bidder;</li> <li>(d) Investigation and verification of references with previous clients regarding results obtained under current or completed contracts, including carrying out physical inspections of previous work, if deemed necessary;</li> <li>(e) Physical inspection of the Bidder's offices, branches or other places of business, with or without notice to the Bidder;</li> <li>(f) Any other means that the IOM may deem appropriate, at any stage of the selection procedure, prior to the award of the contract.</li> </ul>
<p>38. Details regarding price offers</p>	<p>IOM may request clarifications or additional information in writing from bidders at any time during the evaluation process. Bidders' responses shall not in any way change the substance or price of the bid, except where arithmetical errors discovered by IOM during the evaluation of the bids require correction in accordance with Article 23 of the Instructions to Bidders (Errors or Omissions).</p> <p>The IOM may use this information to interpret and evaluate the relevant price offer, but is not obliged to take it into account.</p> <p>No clarification sent by a bidder regarding its price offer and not solicited by the IOM will be taken into consideration during the examination and evaluation of price offers.</p>
<p>39. Conformity of the offer of price</p>	<p>The IOM 's determination of the responsiveness of a quotation shall be based on the content of the quotation itself. A generally responsive quotation is one that complies with all the conditions, specifications and other requirements set out in the tender documents without any significant deviation, reservation or omission, that is, a discrepancy, reservation or omission that:</p> <ul style="list-style-type: none"> <li>(a) Has a significant impact on the scope, quality or performance of the services specified in the contract; or</li> </ul>

	<p>(b) Limits in any way and in a manner inconsistent with the tender documents, the rights of the IOM or the obligations of the tenderer under the contract; or</p> <p>(c) If rectified, would disadvantage the competitive position of others bidders submitting a generally compliant price offer.</p> <p><b>If a price offer is not generally compliant, it will be rejected by the IOM and the bidder will not be able to bring it into compliance by correcting the discrepancy, reservation or significant omission.</b></p>
<p>40. Non-conformity, correctable errors and omissions</p>	<ul style="list-style-type: none"> <li>• Provided that a price offer is generally compliant, the IOM may disregard any lack of conformity or omission in the offer which, in its opinion, does not constitute a significant deviation, i.e. a matter of form and not of substance, which can be corrected or removed without prejudice to other bidders.</li> <li>• If a quotation is generally responsive, the IOM may request the bidder to provide such information or documentation as may be necessary within a reasonable time to rectify any non-conformities or minor omissions in the quotation, taking into account the documentation requirements. Such omission shall not be related to any aspect of the price of the quotation. Failure by the bidder to comply with such request may result in the rejection of the quotation.</li> </ul> <p><b>For financial offers that have been opened, the IOM will check and correct arithmetic errors as follows:</b></p> <p>(a) In the event of a discrepancy between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total corresponding to the budget item shall be corrected, unless, in the opinion of IOM, the decimal point is clearly misplaced in the unit price; in such case, the total indicated for the budget item shall prevail and the unit price shall be corrected;</p> <p>(b) In the event of an error in a total resulting from the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) In the event of a discrepancy between the amounts in words and those in figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p><b>If the bidder does not accept that the errors are corrected, its price offer will be rejected and its bid security may be withheld.</b></p>
<p>41. Right to accept any price offer and to reject all or part of the offers</p>	<ul style="list-style-type: none"> <li>• IOM reserves the right to accept or reject any quotation, to cancel the request for quotation procedure and to reject all offers at any time prior to the award of the contract, without incurring any liability to the bidder(s) concerned or having any obligation to inform the bidder(s) concerned of the reason for its decision. IOM is not obliged to award the contract to the bidder with the lowest offer.</li> </ul>

<b>• AWARD OF THE CONTRACT</b>	
42. Award Criteria	<p>• Before the expiry of the period of validity of the price offers, IOM will award the contract to the selected bidder on the basis of the award criteria indicated in Section 3 (Information Sheet).</p>
43. Right to modify a prescription at the time of allocation	<p>• At the time of award of the contract, IOM reserves the right to increase or decrease the quantity of services initially indicated in Section 5 (Specification of Terms), provided that this does not exceed the percentages indicated in Section 3 (Information Sheet), and without modification of the unit prices or other conditions of the price offer and the call for competition document.</p>
44. Notice of award	<p>• Before the expiry of the period of validity of the price offers, IOM will inform the successful bidder in writing, by e-mail, facsimile or postal mail, that its offer has been accepted. It should be noted that, if not already registered at the appropriate level on the United Nations Global Supplier Portal, the bidder will be required to complete the registration procedure on the Global Portal before the signature and finalization of the contract.</p>
45. Report	<p>• If a bidder is unsuccessful, it may request a debriefing from the IOM. The purpose of the debriefing is to address the strengths and weaknesses of the bidder's bid in order to assist the bidder in responding better to future requests for quotation from the IOM. The content of other quotation offers and their comparison with the bidder's offer should not be discussed.</p>
46. Guarantee of good execution	<p>• If indicated in Section 3 (Information Sheet), the successful bidder shall provide a performance security in the amount specified, in the form specified and within the prescribed time period from receipt of the contract from IOM. Banks issuing performance security must be approved by the IOM Financial Controller, i.e. they must be banks declared suitable to operate as commercial banks by the central bank of the country. IOM shall promptly return the bid securities of unsuccessful bidders in accordance with Article 17.</p> <p><b>(Offer Guarantee).</b></p> <p>• Failure of the successful bidder to provide the above-mentioned performance security or to sign the contract shall constitute sufficient grounds for the successful bidder to lose the tender security and cancel the award of the contract. In such event, IOM may award the contract to the second highest ranked bidder.</p>
47. Bank guarantee for advance payment	<p>• Except where the interests of IOM so require, the Organization's normal practice is not to make advance payments (i.e. payments made before receipt of the products). If advance payment is permitted in accordance with Section 3 (Information Sheet), and if so indicated, the Bidder must submit a bank guarantee for the full amount of the advance payment. Banks issuing bank guarantees must be approved by the Financial Controller of</p>

	IOM, that is, they must be banks declared fit to operate as commercial banks by the country's central bank.
48. Penalties	<ul style="list-style-type: none"> <li>If indicated in Section 3 (Information Sheet), IOM will charge penalties for damages and/or risks caused to IOM resulting from the Contractor's delay or failure to comply with its obligations under the Contract.</li> </ul> <p>The payment or deduction of such penalties does not relieve the Provider of any other obligation or liability incumbent upon it under any contract or purchase order in force.</p>
49. Contestation of the procedure	<ul style="list-style-type: none"> <li>Any bidder who considers that they have been treated unfairly in connection with this RFQ procedure or any contract that may be awarded as a result of this procedure may lodge a complaint with <a href="mailto:mscu@iom.int">mscu@iom.int</a>.</li> </ul>

### SECTION 3: INFORMATION SHEET

The following clarifications supplement or modify the provisions of Section 2 (Instructions to Bidders). In the event of any discrepancy, the provisions of this document shall prevail over those of Section 2.

Article from section 2 corresponding		Special instructions/prescriptions
1.	Scope	<p>The reference number of this Request for Proposal (RFP) is <a href="#">HT-2024-LTA-004</a>.</p> <ul style="list-style-type: none"> <li>Provide access to safe drinking water (treated by reverse osmosis) and domestic water to communities in emergency situations.</li> <li>Establish efficient and well-coordinated water trucking operations that meet quality standards and security.</li> <li>Contribute to the reduction of waterborne diseases by maintaining adequate water supply.</li> </ul>
2.	Bidders fulfilling the conditions required	Bidders from all countries can participate in the request for price offers.
3.	Details on the file of implementation in competition	<p>Contact details for clarification on invitation documents to tender:</p> <p>Coordinator: Luca Zaliani and Alpha Oumar BALDE</p> <p>Address: 11, Rue E. Pierre Tabarre 27</p> <p>Email address: <a href="mailto:lzaliani@iom.int">lzaliani@iom.int</a> <a href="mailto:albalde@iom.int">albalde@iom.int</a></p> <p><b>ATTENTION: PRICE OFFERS MUST NOT BE SENT TO THE ABOVE ADDRESS, BUT AT THE ADDRESS PROVIDED FOR THIS PURPOSE INDICATED BELOW (see Article 26 of the Information Sheet).</b></p>

		<p>Deadline for submitting requests for clarification/questions: 03-Feb-25</p> <p>Terms of communication of additional information to the request for price offers and clarifications/responses to requests for information:</p> <p>Direct communication to potential bidders by e-mail and publication on the websites . <a href="#">Procurement Opportunities   International Organization for Migration (iom.int)</a> and <a href="#">Procurement Opportunities (ungm.org)</a></p> <hr/>
10.	Language	<p>All price offers, information, documents and correspondence between OIM and bidders in connection with this request for price offers procedure will be drafted in</p> <p>French</p>
	Partial price offers	<p>Submission of price offers for parts or sub-parts of the specifications:</p> <p>authorized</p> <p>The bidder may submit the offer for one or more municipalities (depending on their geographical coverage and secure access to the sites) and for one or more types of water (drinking water and service water)</p>
14.	Cash	Prices must be quoted in USD or HTG
15.	Duties and taxes	All prices must: exclude taxes
16.	Validity period of the price offer 90 days	
17.	Offer Guarantee	Not required.
20.	Alternative price offers	Will be examined.
21.	Conference prior	<p>Will be organized.</p> <p>Time and time zone: 10:00 a.m. (CTU-5).</p> <p>Date: February 3, 2025</p> <p>Location: IOM Office, Tabarre</p> <p>The designated focal point for the conference is:</p> <p>Name: Jean Christophe Coquillon</p> <p>Telephone number: +50939024765 Email: jcoquillon@iom.int</p> <p>Attendance at the pre-conference:</p>

		<p>Xÿ is not mandatory.</p> <p>The minutes of the pre-conference will be distributed by: Direct communication with potential bidders by email.</p>
22.	Site Inspection There	will be no site inspection.
26.	Instructions relating to the submission of price offers	<p>Terms and conditions for submitting authorized price offers:</p> <ul style="list-style-type: none"> <li>ÿ electronic submission;</li> </ul> <p><b>ELECTRONIC SUBMISSION</b></p> <p>Send the email to <a href="mailto:IOMHaitiP@iom.int">IOMHaitiP@iom.int</a></p> <p>Subject: HT-2024-LTA-004 -Technical offer - name of the bidder</p> <p>Subject: <a href="#">HT-2024-LTA-004</a>- Financial offer-name of bidder</p> <p><b>DO NOT SEND THE PRICE OFFER TO ANOTHER EMAIL ADDRESS (EVEN AS A COPY OR CONFIDENTIAL COPY).</b></p> <ul style="list-style-type: none"> <li>ÿ File format: PDF</li> <li>ÿ File names must be a maximum of 60 characters long and not contain letters or special characters that are not part of the keyboard or the Latin alphabet.</li> <li>ÿ All files must be virus free and uncorrupted. <ul style="list-style-type: none"> <li>¸ <b>Maximum file size per transmission: 12MB</b></li> </ul> </li> <li>ÿ Mandatory subject of the email: HT-2024-LTA-004_Name of the tenderer <ul style="list-style-type: none"> <li>¸ <b>If the offer includes large files, it is recommended to send these files in separate emails before the submission deadline.</b></li> </ul> </li> <li>ÿ In the case of multiple emails, each email must be clearly identified by indicating in the subject line “email no. X of Y” and “email no. Y of Y” in the last one.</li> <li>ÿ Documents where originals are required (e.g. bid security) should be sent to the following address and a PDF copy should be attached to the electronic submission: N/A <ul style="list-style-type: none"> <li>¸ <b>It is recommended to group the entire price offer into as few attachments as possible.</b></li> </ul> </li> <li>ÿ The bidder must receive an acknowledgement of receipt by email.</li> </ul>
27.	Deadline of submission of price offers:	<p>Date : <a href="#">10-Feb-25</a></p> <p>Time: <a href="#">4:00 PM</a></p> <p>Time zone: UTC -5</p>

30.	Opening of price offers	ÿ There will be no public opening;
36.	Evaluation of technical and financial offers	<p>The assessment will be based on:</p> <p>ÿ the combined rating method with a weighting of 70%-30% (technical offer ÿ financial offer)</p> <p>The maximum number of technical points is indicated in section 4 (Evaluation criteria).</p> <p>To be globally compliant, offers must obtain at least 60% of the maximum number of points.</p>
43.	Right to change a prescription at the time of l'adjudication	<p>Quantities may increase by a maximum of 20%</p> <p>Quantities may decrease by a maximum of 30 %</p>
	Attribution of the market at one or multiple bidders	<p>IOM will award the contract to:</p> <p>Multiple bidders, depending on geographic coverage and secure access to targeted locations</p>
	Type of contract to be awarded	See Section 6 for a sample contract.
	Expected contract start date	03-Mar-25
	Conditions contractual applicable	See section 6.
47.	Guarantee the good execution	Not required
48.	Payment anticipated	Not allowed
49.	Penalties	Will not be taxed
	Others information relating to the request of price offers	Not Applicable

## SECTION 4: EVALUATION CRITERIA

### Preliminary examination criteria

Compliance with all criteria will be verified during the preliminary examination.

Criteria	Supporting documents
Completeness of the offer	All documents requested in section 2 (Instructions to Bidders) have been provided and are complete.
The Bidder accepts the IOM General Contractual Conditions set out in Section 6.	Form C: Submission of a technical offer
Validity of the price offer	Form C
Offer guarantee with validity period according to	Form L

#### Minimum qualification and eligibility criteria

Compliance with all minimum qualification and eligibility criteria will be assessed.

If the quotation is submitted on behalf of a joint venture, consortium or association, each member must meet the minimum criteria, unless otherwise specified.

Eligibility criteria	Supporting documents
The Bidder is a legally registered entity	Form D: Bidder Information
The bidder belongs to a diverse group of suppliers, which includes microenterprises, small or medium-sized enterprises, or businesses owned by women or young people.	Form D: Bidder Information
The Supplier has not been suspended or otherwise identified as ineligible by any United Nations agency, the World Bank Group or any other international organization pursuant to Article 4 of the section 2.	Form C: Submission of a technical offer
Absence of conflict of interest in accordance with Article 4 of Section 2.	Form C: Submission of a technical offer
The Bidder has not declared bankruptcy, is not involved in any bankruptcy or liquidation proceedings, and there are no judgments or legal actions pending against it that could harm its business in the foreseeable future.	Form C: Submission of a technical offer

Qualification criteria	Supporting documents
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History of unfulfilled contracts: none non-performance of contract is not due to a default of the provider over the past three years.	Form F: Eligibility and Qualifications
Litigation History: No court/arbitration decisions taken against the Bidder in the last three years  years.	Form F: Eligibility and Qualifications
Previous experience:	
Minimum of 7 years of relevant experience.	Form F: Eligibility and Qualifications
Minimum of 3 contracts of similar value, nature and complexity executed over the last 7 recent years.  (In the case of a joint venture, consortium or association, all parties must together satisfy this requirement.)	Form F: Eligibility and Qualifications
Financial situation:	
Liquidity: The ratio between the average amount of current assets and current liabilities over the last three years must be equal to or greater than 1. Bidders must include in their price offer audited balance sheets covering the previous two years.	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualifications

#### Technical evaluation criteria

Summary of the technical offer sections relating to the evaluation		Name of points maximum
1.	Qualifications, capabilities and experience of the bidder	40
2.	Proposed methodology, approach and implementation plan	30
3.	Management structure and key personnel	30
	<b>Total</b>	<b>100</b>

<b>Section 1. Qualifications, Capabilities and Experience of the Bidder</b>		<b>Maximum number of points</b>
<b>1.1</b>	<b>Reputation of the organization and credibility/reliability/professional reputation of the personnel</b>	5
<b>1.2</b>	<b>Total number of trucks and drivers available</b> <b>Daily delivery capacity (min and max, in gallons)</b>	7
<b>1.3</b>	<b>Contracts in the last 3 (three) years with NGOs or United Nations agencies</b>	8
<b>1.4</b>	<b>Quality assurance procedures and risk mitigation measures:</b> <b>1) Latest bacteriological test of water sources (not older than 4 months)</b> <b>2) Latest chemical-physical test (not older than 12 months)</b>	10
<b>1.5</b>	<b>Water supply locations: GPS point, address, name and contact details of owner</b>	10
<b>Total Section 1</b>		<b>40</b>

<b>Section 2. Proposed methodology, approach and implementation plan</b>		<b>Name of points maximum</b>
<b>2.2</b>	<b>Description of the approach in cases of difficulty in accessing places supply and delivery</b>	10
<b>2.3</b>	<b>Specific information on how the various aspects of the service will be organised, controlled and provided</b>	5
<b>2.4</b>	<b>Description of mechanisms to ensure water quality from the withholding tax until delivery</b>	10
<b>2.6</b>	<b>Availability and demonstration of ability to plan for emergencies and weekend activities</b>	5
<b>Total section 2</b>		<b>30</b>

<b>Section 3. Management structure and key personnel</b>		<b>Maximum number of points</b>

3,1	Composition and structure of the proposed team. Are the proposed roles for management and key personnel appropriate to the delivery of the required services?		6
3,2	Qualifications of proposed key personnel		
3.2 a	Manager		10
	• General experience	5	
	• Specific experience related to the activity	3	
	• Regional/international experience	1	
	• Language skills	1	
3,2 b	Expert principal		8
	• General experience	3	
	• Specific experience related to the activity	4	
	• Regional/international experience	0	
	• Language skills	1	
3.2 c	Drivers		6
	• General experience	1	
	• Specific experience related to the activity	4	
	• Regional/international experience	0	
	• Language skills	1	
<b>Total section 3</b>			<b>30</b>

## SECTION 5: SPECIFICATIONS

### TERM OF REFERENCE

#### Historical

The International Organization for Migration (IOM) is an intergovernmental agency established in 1951. IOM firmly believes that organized migration, carried out under humane conditions, benefits both migrants and society as a whole.

#### Context

Most of the residents of the ZMPAP live in a state of high vulnerability to many types of threats, including health risks, environmental risks, acute forms of poverty and socio-economic exploitation. Many sites do not receive the necessary support to ensure minimum living conditions. Violence has become an instrument of terror to exclude most of the population of the ZMPAP from accessing basic services and expose them to critical protection issues.

b) **Goals**

- Provide access to drinking water (treated by reverse osmosis) and domestic water to communities in emergency situations.
- Establish efficient and well-coordinated water trucking operations that meet quality and safety standards.
  
- Contribute to the reduction of waterborne diseases by maintaining a supply in adequate water.

c) **Scope of the Services**

Water supply to sites in the following municipalities

The service provider can submit the offer for only one type of water and part of the localities

Department	Municipality	Maximum expected quantity of domestic water (gallons)	Maximum expected quantity of drinking water (gallons)
West	Delmas	4,857,600	489,600
	Tabard	4,755,200	489,600
	Port-au-Prince	38,224,000	4,928,000
	Carrefour	1,078,400	192,000
	Sun City	1,312,000	192,000
	Cross-of-bouquets	832,000	192,000
	Gressier	1,072,000	192,000
	Leogane	1,072,000	192,000
	Archaic	592,000	160,000
	Cabaret	592,000	160,000
Artibonite	Saint-Marc	592,000	160,000
Centre	Mirebalais	592,000	160,000

The service provider must consider the offer for 2 (two) types of water:

- Service water: with the following minimum parameters:
  - o Turbidity: < 5 NTU; o pH: < 8; o Conductivity: < 1500 µS/cm or 1000 mg/L of dissolved solid; o Fecal Coliforms: 0 CFU / 100ml;
- Drinking water: with the same previous parameters, and treated by Reverse Osmosis.

The ability to provide chlorinated service water is considered an asset

Different values must be agreed and approved in advance by OIM

- OIM can organize visits to the water loading locations, and verify that all conditions are met

- OIM may take samples at the delivery and loading locations to verify water quality

d) Training (if applicable)

not planned

and) Reports and Planning

#### Planning

The exact delivery conditions (time of execution, location and quantities) may not be determined until an event occurs (e.g. an emergency situation, actual participation of displaced persons, etc.)

Some municipalities mentioned in the table above are to be considered indicative, and they may never be used, depending on future needs.

The Supplier must have the capacity to activate in a short time, to guarantee delivery in case of emergency The Supplier must have the

capacity to manage a daily water delivery of 64,000 gallons in different localities

#### Reports

The Supplier shall maintain accurate records of water deliveries, including the date, time, quantity delivered and location of delivery.

Water quality test results and certifications shall be documented and provided to the Customer as required.

Tanker maintenance records, including cleaning, disinfection and repairs, must be retained and made available for inspection.

f) Data, Local Services, Personnel and Equipment/Premises to be provided by IOM

Tankers used for transportation must be designed and maintained to ensure the safety and purity of water during transportation.

Tankers must have dedicated tanks for water storage, made from materials approved for water storage.

Trucks must be equipped with suitable seals, covers and accessories to prevent contamination during transport.

Trucks must carry visible markings indicating whether the water is potable.

Loading water into trucks should take place in areas that are clean, well maintained and free of potential contaminants.

Water discharge must be carried out in accordance with safety protocols and regulations to avoid spills, leaks and contamination.

- At least once a week (or whenever conditions require) trucks should be cleaned and rinsed with water to ensure cleanliness.

Personnel involved in water transport must follow good hygiene practices, including wearing appropriate protective equipment.

Tanker truck drivers and handlers must undergo regular health checks to ensure they are fit for the job.

Tanks and components of tanker trucks must be cleaned and disinfected at regular intervals to prevent bacterial growth and contamination.

## SECTION 6: CONTRACTUAL CONDITIONS AND CONTRACT MODELS

## 6.1 Contract models with general conditions

## LEG-C.1. GENERAL SERVICES PROVISION AGREEMENT

IOM Office Ref. No.:	
IOM Project Code:	

## GENERAL SERVICES PROVISION AGREEMENT

between

International Organization for Migration

and [Name of Service Provider] relating to

[Type of  
Services]

This Service Provision Agreement, hereinafter referred to as the "Agreement", is entered into between the International Organization for Migration, a related organization of the United Nations, acting through its [insert name of office, e.g. Mission in XXX], [office address], represented by [name and title of Director, Head of Mission, Head of Office], hereinafter referred to as "IOM", and [name of Service Provider], [address], represented by [name and title of Service Provider representative], hereinafter referred to as the "Service Provider". IOM and the Service Provider are also referred to individually as the "Party" and collectively as the "Parties".

## 1. Introduction and contractual documents

1.1 The Service Provider agrees to provide IOM with [insert brief description of services], in accordance with the terms and conditions of this Agreement and, where applicable, its Annexes.

1.2 The following documents form an integral part of this Agreement: [complete or delete, as the case may be]

- a) Annex A – Terms of Reference and Delivery Schedule
- b) Annex B – Tariffs
- c) Annex C – Model Bank Guarantee for Advance Payment Annex D – Model
- d) Performance Guarantee Annex E – IOM Terms and
- e) Conditions for European Funded Service Type Agreements. about the Union

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

## 2. Services

2.1 The Service Provider agrees to provide the IOM with the following services (hereinafter "Services"):

[Describe the services to be provided. If applicable, specify the place of provision and the frequency with which the services are to be provided. List all the services and their date of performance, if applicable. The description should be as detailed as possible to serve as a reliable reference when assessing the proper performance of the Agreement. If necessary, attach a description of the services as an annex.]

2.2 The Service Provider shall commence providing the Services on [date], and shall have fully and satisfactorily completed the Services no later than [date].

2.3 The Service Provider agrees to provide the Services requested under this Agreement in strict accordance with the provisions of this Article and any possible Annex.

[Optional for use case ("piggybacking") by other UN agencies (delete if not applicable)].

2.4 If a United Nations (“UN”) entity wishes to benefit from services of the same type as the Services contemplated in this Agreement through its own contractual formats, the Service Provider will offer such services to it at prices and on terms no less favourable than those provided for in this Agreement. For this purpose, IOM is authorized to disclose information relating to this Agreement to any other UN entity.

### 3. Service fees

3.1 In consideration for the full performance of the Services in accordance with the terms of the Agreement, the total fixed price for the Services provided under this Agreement shall be [amount in figures] ([amount in words]) [currency code] (hereinafter “Service Fees”).

3.2 The Service Provider will issue an invoice in the name of IOM after completion of all Services. This invoice will include the following information: [nature of services provided, hourly rate, number of hours billed, travel and other expenses (complete/delete as applicable)].

3.3 The Service Fee will be due within [number in figures] ([number in words]) days following receipt and approval of the invoice by the IOM.

3.4 Payment will be made in [currency code] by [transfer] to the following bank account:

Bank Name:

Bank branch:

Bank account name:

Bank account number:

Code Swift:

IBAN number:

Any change to bank details will be made official by an amendment to this Agreement.

3.5 The Service Provider shall pay all taxes, duties, levies and charges imposed on it by reason of this Agreement.

3.6 The IOM may, without prejudice to the exercise of any other right or remedy it may have, withhold payment of part or all of the Service Fee until the Service Provider has fully performed, to the satisfaction of the IOM, the Services corresponding to such payment.

### 4. Bank guarantee for advance payment and performance guarantee

#### 4.1 Bank guarantee for advance payment (IF APPLICABLE)

The Service Provider shall provide to IOM a bank guarantee to secure the required advance payment (the “Bank Guarantee”) in an amount equivalent to the total advance payment, issued by a reputable bank or financial entity acceptable to IOM, in accordance with the form set out in Annex E, or as otherwise approved in writing by IOM. The Bank Guarantee shall be effective until [insert date of completion of the Services / insert date of completion of all deliveries and services], after which the Bank Guarantee shall be released by IOM. IOM shall not be required to make any advance payment until the Bank Guarantee is received and approved by IOM.

#### 4.2 Performance Guarantee (IF APPLICABLE)

4.2.1. The Service Provider shall provide to the IOM a performance guarantee in an amount equal to 10% (ten percent) of the Service Fees, issued by a reputable bank or surety company in a format acceptable to the IOM (the “Performance Guarantee”).



- 4.2.2. The Performance Guarantee shall serve as security for the satisfactory performance and compliance with the terms and conditions of this Agreement by the Service Provider. The amount of the Performance Guarantee shall in no event be construed as the limit of the Service Provider's liability to IOM. The Performance Guarantee shall be effective from the date of commencement of the Services until [insert date – calculate 30 days from completion of the Service Provider's obligations], after which time the Performance Guarantee shall be released by IOM.

## 5. Guarantees

### 5.1 The Service Provider guarantees:

- (a) That it is a financially viable and duly registered company, having adequate human resources as well as the equipment, skills, know-how and qualifications required to provide fully and satisfactorily, within the time limits set, all the Services provided for in the Agreement.
- (b) That it will comply with all applicable laws, ordinances, rules and regulations in carrying out its obligations under this Agreement; That in all circumstances, it will act in the best interests of IOM; That no IOM official or
- (c) third party has received, will be offered or will receive from the Service
- (d) Provider any direct or indirect benefit arising from the Agreement or its award; That it has neither misrepresented nor concealed any material fact in connection with the procurement of this Agreement; That it, its personnel or its shareholders have not been declared ineligible for contract awards by IOM in
- (e) the past; That it will maintain organizational, administrative, physical and technical security measures to ensure the integrity and
- (f) confidentiality of information shared under this Agreement. Such security measures shall be designed to protect against any foreseeable threat or risk to the security and integrity of the
- (g) information, as well as against unauthorized access, use or disclosure of such information. If requested at any time by IOM, the Service Provider shall provide IOM with a copy of its policies, protocols, records, and any other documentation implementing the security measures; That it has subscribed or will subscribe to appropriate insurance for the period during which the Services are provided under this Agreement; That the price specified in this Agreement shall constitute the sole remuneration in respect of this Agreement. The Service Provider shall decline for its own benefit any commercial commission, discount or similar payment in connection with the activities carried out under this Agreement or with the performance of its obligations under this Agreement. The Service Provider shall ensure that no subcontractor or any member of its subcontractors' personnel or agents shall receive any additional remuneration of this nature; That it
- (h) will respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as the inviolability of documents and archives wherever they may be, exemption
- (i) from taxation and immunity from legal process. In the event that the Service Provider becomes aware of any situation whereby the legal status of IOM or its privileges and immunities are not fully respected, it shall immediately inform IOM; That it is not included in the most recent version of the United Nations Security Council Consolidated List and is not subject to any sanctions or other temporary suspension. The Service Provider shall inform IOM if it becomes subject to any sanctions or temporary suspension during the term of this Agreement; That it shall not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism, in accordance with the most
- (j) recent version of the United Nations Security Council Consolidated List and any other applicable counter-terrorism legislation. If, during the term of this Agreement, the Service Provider determines that there are allegations or suspicions regarding the use of funds transferred to it pursuant to this Agreement to aid or assist individuals or entities associated with terrorism, it shall notify IOM immediately.
- (k)
- (l)

IOM, in consultation with donors, where appropriate, will determine the appropriate response. The Service Provider will ensure that this obligation is included in all subcontracts.

- 5.2 The Service Provider warrants that it will comply with the highest ethical standards in the performance of this Agreement, including refraining from engaging in any fraudulent, corrupt, discriminatory, exploitative or other practices incompatible 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 regarding the existence or occurrence of the following practices:

- (a) Fraudulent practices, these being defined as any action or omission, including a false representation or concealment, which knowingly or negligently misleads, or attempts to mislead, a natural or legal person in the context of the procurement or

- the performance of a contract in order to obtain financial or other benefit or to avoid a obligation, or in a manner that is detrimental to IOM; Corrupt practices,
- (b) defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value that may influence the actions of another person or entity in the procurement process or the performance of a contract, including through bribery; Collusion practices, defined as an undisclosed agreement between two or more bidders, or other persons or entities, designed to achieve an improper purpose, including improperly influencing the actions of
- (c) another person or entity or artificially altering the outcome of the procurement process in order to obtain financial or other benefit; Coercive practices, defined as harming or causing injury, or threatening to harm or cause injury, directly or indirectly, to any person or entity or to the property of any such person for the purpose of improperly influencing its activities, or affecting the performance of a contract; Obstructive practices, defined as actions or omissions intended to materially interfere with IOM's exercise of its contractual rights of audit, investigation and/or
- (d) access to information, including deliberately destroying, falsifying, altering or concealing evidence relevant to IOM's investigations, or giving false testimony to IOM investigators for the purpose of materially interfering with a duly authorized investigation into allegations of fraud, corruption, collusion, coercion or unethical practices; and/or threatening, harassing or intimidating any party in order to prevent them from disclosing information relevant
- (and) to the investigation that they have knowledge of or from continuing the investigation; Any other unethical practice, defined as a practice that is contrary to the IOM Unified Staff Regulations and Rules or the United Nations Supplier Code of Conduct, including but not limited to conflict of interest, gifts and hospitality, post-employment restrictions, abuse of authority, harassment, discriminatory or exploitative practices or practices that are incompatible with the rights set forth in the Convention on the Rights of the Child; Money laundering practices, 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 illegitimate origin of the property or of assisting any person involved in such an offence to evade the legal consequences of their actions. The term property includes, but is not limited to, money.
- (f)
- (g)

5.3 The Service Provider further guarantees:

- (a) That it will take all appropriate measures to prevent sexual exploitation and abuse (SEA), as those terms are defined in Section 1 of ST/SGB/2003/13 ("SG Circular"),<sup>1</sup> and sexual harassment (HS), as that term is defined in Section 1 of the United Nations System Model Policy on Sexual Harassment,<sup>2</sup> by its employees or subcontractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities within the scope of the this Agreement ("Associated Personnel"); That it
- (b) accepts and will comply with the standards of conduct set out in Section 3 of the SG Circular; That it will promptly and confidentially
- (c) report to IOM any suspicion or allegation of EAS or HS Act(s) involving its employees or Associated Personnel; that it will investigate any credible allegation of EAS or HS Act(s) involving its employees or Associated Personnel; and that it will take appropriate corrective action, including disciplinary action, against any of its employees or Associated Personnel who has committed EAS or HS Act(s), and will inform IOM of such corrective action taken; That it will provide IOM, upon written request, with any relevant information for the purpose of determining whether the Service Provider has taken appropriate investigative and corrective action in the event of any act(s) falling under the EAS or HS. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute a
- (d) material breach of this Agreement; That it will ensure that the provisions relating to the EAS and HS set out in this Agreement are included in all subcontracts relating to this Agreement; That it will at all times honour the foregoing undertakings.

(and)

(f)

- 5.4 The Service Provider expressly acknowledges and agrees that the breach by the Service Provider, its employees or associated personnel, of any provision contained in Articles 5.1, 5.2 and 5.3 of this Agreement shall constitute a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately upon written notice without incurring any liability to IOM. In the event that IOM determines, through investigation or otherwise, that such a breach has occurred, in addition to its right to

<sup>1</sup> The Secretary-General's Bulletin Special measures to prevent sexual exploitation and abuse in dated October 9, 2003 [N0355040.pdf \(un.org\)](#).

<sup>2</sup> United Nations System Model Policy on Sexual Harassment [CEB Model Policy \(unsceb.org\)](#).

terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

- 5.5 IOM shall have the right to investigate any allegation involving the Service Provider, its employees or associated personnel (including, but not limited to, any allegation of SEA, HS, fraud and corruption), without regard to any related investigations by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation in any such investigations. Such cooperation shall include, but not be limited to, requiring the Service Provider to make available its personnel and any relevant documents for the aforesaid purposes within a reasonable time and on reasonable terms, and to allow access to the Service Provider's premises within a reasonable time and on reasonable terms in connection with such making available of personnel and relevant documents. The Service Provider shall require its agents, including, but not limited to, its lawyers, accountants and other advisors, to cooperate, to a reasonable extent, in any investigation conducted by IOM.

## 6. Assignment and subcontracting

- 6.1 The Service Provider shall not assign or subcontract, in whole or in part, the activities covered by this Agreement, except with the prior written consent of IOM. Any subcontracting agreement entered into by the Service Provider without the written consent of IOM may be grounds for termination or suspension of this Agreement.
- 6.2 Notwithstanding any such prior written agreement by IOM, the Service Provider shall not be exempt from any responsibilities or obligations arising under this Agreement and no contractual relationship shall be created between the Subcontractor and IOM. The Service Provider shall ensure that it includes in agreements with Subcontractors all provisions of this Agreement that are applicable to such subcontractors, including the provisions relating to Warranties and relevant Special Provisions. The Service Provider shall remain liable as principal obligor under this Agreement, and shall be held directly liable to IOM for any breach of performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## 7. Delays, non-performance and force majeure

- 7.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the time period agreed in the Agreement, IOM shall be entitled, without prejudice to any other remedies provided for in this Agreement, to deduct liquidated damages for the delay incurred. The amount of such liquidated damages shall be 0.1% (one tenth of one percent) of the total amount of the Service Fees per day or part thereof, up to a maximum amount of 10% (ten percent) of the Service Fees. IOM shall be entitled to deduct this amount from the Service Provider's unpaid invoices, if any. Such liquidated damages may be claimed only where the delay is caused solely by the Service Provider's default. Acceptance of late Services shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any resulting loss and/or damage, nor shall it be deemed a modification of the Service Provider's obligation to provide further Services in accordance with the Agreement.
- 7.2 In the event of a material breach by the Service Provider of the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 (thirty) days' written notice and without prejudice to any other right or remedy, terminate the Agreement with immediate effect and without incurring any liability.
- 7.3 Neither Party shall be liable for any delay in the performance of any of its obligations under this Agreement or for any failure to perform such obligations if such delay or failure is the result of force majeure, which means any unforeseeable and irresistible natural phenomenon, any act of war (declared or not), invasion, revolution, insurrection, act of terrorism, blockade or embargo, strike, governmental or state restriction, natural disaster, epidemic, public health crisis, and any other circumstance not caused by the affected Party and beyond its control.
- 7.4 As soon as possible after the occurrence of a force majeure event that would affect the ability of the affected Party to comply with its obligations under this Agreement, that Party will notify the other Party, in writing and in detail, of such force majeure event and the likelihood of delay. Upon receipt of such notice, the unaffected Party will take such measures as it reasonably deems appropriate or necessary in the circumstances, including granting the affected Party a reasonable extension of time to perform its obligations. For the duration of the force majeure, the affected Party will take all reasonable measures to minimize damage and to resume performance of its obligations.
- 7.5 IOM shall have the right, without incurring any liability, to suspend or terminate the Agreement if the Service Provider is unable to fulfil its obligations under the Agreement due to force majeure.
- In the event of suspension or termination of the Agreement, the provisions of the Termination section shall apply.

## 8. Independent contractor



The Service Provider, its employees and other personnel, and all of its subcontractors and their personnel, will perform all Services under this Agreement as independent contractors, and not as employees or agents of IOM.

#### 9. Audit

In accordance with generally accepted accounting rules, the Service Provider agrees to maintain financial records and to retain supporting documents, statistical reports and any other documents relating to the Services, in order to satisfactorily justify all direct and indirect expenses, whatever their nature, relating to transactions related to the provision of Services under this Agreement. The Service Provider shall make all such documents available to IOM or IOM's designated representative at any reasonable time before the expiration of a period of 7 (seven) years from the date of the last payment, for the purpose of inspection, audit or reproduction. Upon request, employees of the Service Provider shall make themselves available for interview.

#### 10. Confidentiality

10.1 Any information placed in the possession of or known to the Service Provider as a result of this Agreement shall be treated as strictly confidential and shall not be disclosed to any third party without the prior written permission of IOM. The Service Provider shall comply with the IOM Data Protection Principles in cases where it is required to collect, receive, use, transfer, store or otherwise process any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of the Agreement.

10.2 Notwithstanding the preceding paragraph, IOM may disclose the terms of this Agreement and information relating thereto, such as 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 donors or auditors in relation to IOM's commitment to any initiative aimed at enhancing the transparency and accountability of its funding, provided that such disclosure is consistent with IOM's policies, instructions and regulations.

#### 11. Intellectual Property

OIM owns all intellectual property and other proprietary rights, including, but not limited to, patent exploitation rights, copyrights, trademark exploitation rights and data ownership rights, arising from the performance of the Services, and including the right to use, reproduce, adapt, publish and distribute without restriction any element or part of said data.

#### 12. Notice

Any notice given under this Agreement shall be deemed sufficient if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM) \_\_\_\_\_

Attention: [name and title/position of IOM correspondent] \_\_\_\_\_

[IOM address] \_\_\_\_\_

Email: [IOM email address] \_\_\_\_\_

[Full Name of Service Provider] \_\_\_\_\_

Attention: [name and title/position of Service Provider correspondent] \_\_\_\_\_

[Service Provider address] \_\_\_\_\_

Email: [Service Provider email address] \_\_\_\_\_

#### 13. Dispute Resolution

13.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or relating to any breach, termination or invalidity of this Agreement, shall be settled amicably through negotiation between the Parties.

13.2 In the event that the dispute, difference or claim cannot be settled by negotiation within 3 (three) months following receipt of notice, given by one of the Parties, of the existence of such dispute, difference or claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in force at the time of the dispute.

13.3 If mediation fails, either Party may submit the dispute, difference or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute no later than 3 (three)

months following the date of termination of the mediation, as provided in Article 9 of the UNCITRAL Mediation Rules. The arbitral tribunal shall consist of a single arbitrator and the proceedings shall be conducted in English. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The arbitral tribunal shall have no power to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.

13.4 All elements of the dispute settlement under paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and any other interested party.

13.5 This Agreement and the aforementioned arbitration agreement shall be governed by the provisions of this Agreement, supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for all matters not covered by this Agreement, to the exclusion of any system of domestic law which would subject the agreement to any national legislation.

13.6 This Article shall survive the expiration or termination of this Agreement.

#### 14. Use of the name, abbreviation and emblem of the IOM

The Service Provider is not authorized to use the name, abbreviation and emblem of IOM without the prior written consent of IOM. The Service Provider acknowledges that the use of the name, abbreviation and emblem of IOM is strictly reserved for official purposes of IOM and is protected against unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, as revised at Stockholm in 1967 (828 UNTS 305 (1972)).

#### 15. Status of the IOM

Nothing in or relating to this Agreement shall be construed as an express or implied waiver of any of the privileges and immunities of the IOM.

#### 16. Compensation

The Service Provider shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents from and against any and all losses, costs, damages and expenses (including attorneys' fees and court costs), claims, suits, proceedings, demands and liabilities of any nature whatsoever arising out of any acts or omissions of the Service Provider or its employees, employees, agents or subcontractors in the performance of this Agreement. IOM shall promptly notify the Service Provider in writing of any claim, loss or demand for which the Service Provider is liable under this clause. This indemnity shall survive the expiration or termination of this Agreement.

#### 17. Waiver

The failure of either Party, on any one or more occasions, to insist upon strict performance of any provision of this Agreement shall not constitute a waiver or abandonment of the right to enforce the provisions of this Agreement at any time thereafter. Such right shall thereupon be preserved and shall remain in full force and effect.

#### 18. Termination

18.1 IOM may, at any time, terminate or suspend this Agreement, in whole or in part, with immediate effect, upon written notice to the Service Provider, in any event where IOM's mandate or funding applicable to the performance of the Agreement is reduced or terminated. In addition, IOM may terminate or suspend this Agreement without cause upon thirty (30) days' written notice to the Service Provider.

18.2 In the event of termination of the Agreement, IOM shall only be responsible for the services performed in accordance with this Agreement, unless otherwise agreed in writing by the parties. The Service Provider shall return to IOM the amounts paid in advance within 7 (seven) days following the date of the termination notice.

18.3 In the event of termination of the Agreement, upon receipt of notice of termination, the Service Provider will take immediate steps to promptly and orderly terminate the performance of any obligations under the Agreement and, in doing so, will minimize expenses, will no longer enter into subcontracts or orders for services or installations, and will terminate all subcontracts or orders to the extent that materials they relate to any part of the Agreement. Upon any termination, the Service Provider will waive any claim for damages, including for loss of anticipated profits arising from the termination.

18.4 In the event that this Agreement is suspended, IOM will specify in writing the scope of the activities and/or deliverables that are to be suspended. All other rights and obligations under this Agreement will remain in effect for the duration of the suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may change the completion date. The Service Provider will not be entitled to claim or receive any Service Fees or expenses incurred during the period of suspension of this Agreement.

#### 19. Severability



If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from the Agreement. The remaining parts will survive and remain in full force and effect.

20. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings regarding the subject matter of this Agreement.

21. Final clauses

21.1 This Agreement shall enter into force upon signature by both Parties. It shall remain in force until the Parties have fulfilled all obligations arising from it, unless terminated in accordance with the Termination Article.

21.2 Any changes to the terms and conditions hereof will be documented in writing by means of an amendment to this Agreement.

22. Special provisions (optional)

Due to the requirements imposed by the donor funding the project, the Service Provider acknowledges and accepts the following provisions:

[Insert any donor requirements that need to be communicated to IOM service providers and subcontractors. If in doubt, please contact LEG at LEGContracts@iom.int]

Signed in two copies in French, on the dates and places indicated below.

For  
International Organization for  
Migration

For  
[full name of Service Provider]

Signature

Signature

Name:

Name:

Function:

Function:

Date:

Date:

Place:

Place:

**Annex X**

**[Title]**

**[Please attach the annex(es) with the corresponding title]**

**SECTION 7: REQUEST FOR QUOTE FORMS**

**Form A: Confirmation of submission of a price offer**

**Form B: Checklist**

**Form C: Submission of a technical offer**

**Form D: Bidder Information**

**Form E: Information on Joint Venture, Consortium or Association**

**Form F: Eligibility and Qualifications**

**Form G: Technical Offer Format**

**Form H: Format of CV of proposed key personnel**

**Form I: Declaration of Exclusivity and Availability**

**Form J: Submission of a Financial Offer**

**Form K: Financial Offer Format**



## FORM A: CONFIRMATION OF SUBMISSION OF A PRICE OFFER

Please acknowledge receipt of the request for quotation by completing this form and returning it by email to the address and date indicated in the invitation letter.

**HAS :** Indicate the name of the contact person

**Email:** Enter the email address of the contact person – not to be confused with the secure email address provided for sending price offers

**Of :** Indicate the name of the bidder

**Object** Request for Quotation Reference Number: [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	YES, we intend to submit a price offer.
<input type="checkbox"/>	NO, we are currently unable to submit a competitive price offer for the services requested.

If you chose NO above, please indicate the reason(s) below:

Check the box appropriate	Description
<input type="checkbox"/>	We did not provide the requested services.
<input type="checkbox"/>	We are currently unable to submit a competitive price quote for the services requested.
<input type="checkbox"/>	The requested services are currently not available.
<input type="checkbox"/>	We are unable to meet the specifications.
<input type="checkbox"/>	The information provided for the purpose of establishing a price offer is insufficient.
<input type="checkbox"/>	The request for price offers is too complicated.
<input type="checkbox"/>	The time allowed for the establishment of the price offer is insufficient.
<input type="checkbox"/>	We cannot meet the delivery conditions.
<input type="checkbox"/>	We are unable to comply with the terms and conditions, such as payment terms, request for performance guarantee, etc. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too strict (if any).
<input type="checkbox"/>	We do not offer export services.
<input type="checkbox"/>	We do not sell to the United Nations.
<input type="checkbox"/>	The required services are not substantial enough.
<input type="checkbox"/>	Our capacity is currently reached.
<input type="checkbox"/>	We are closed during the holidays.
<input type="checkbox"/>	We had to prioritize other customers' requests.
<input type="checkbox"/>	The person responsible for price offers is absent.
<input type="checkbox"/>	Other (please indicate reasons below):
<b>Other information:</b> <a href="#">Click or tap here to enter text.</a>	

ÿ	We are looking forward to receiving future requests for price offers for this type of service.
ÿ	We do not wish to receive requests for price offers for this type of service.

Bidder's questions regarding reasons for non-submission of a quotation should be addressed to IOM by telephone [Click or tap here to enter number](#) or by email [Click or tap here to enter text](#).

#### FORM B: CHECKLIST

This form serves as a checklist for preparing the quotation. Please complete the quotation forms as instructed and return them with your quotation. No changes to the format of the forms are permitted and no substitutions will be accepted.

Before submitting your quotation, please ensure that you comply with the instructions in Section 2 (Instructions to Bidders) and Section 3 (Information Sheet).

#### Technical offer:

Have you duly completed all the quotation forms to be returned?	
ÿ Form C: Submission of a Technical Offer ÿ Form D: Information on the Bidder	ÿ
ÿ Form E: Information on the joint venture, consortium or the association	ÿ
ÿ Form F: Eligibility and Qualifications ÿ Form G: Technical Offer Format ÿ Form H: CV Format of Proposed Key Personnel	ÿ
ÿ Form I: Declaration of exclusivity and availability of members of the proposed key personnel	
ÿ Form L: Offer guarantee	
Have you provided the required documentation to determine compliance with the assessment criteria in Section 4?	ÿ
Have you provided the documents requested in Form D (Bidder Information)?	ÿ

#### Financial offer: ÿ

Form J: Submission of a financial offer	ÿ
ÿ Form K: Financial Offer Format	

#### FORM C: SUBMISSION OF A TECHNICAL OFFER

Name of the bidder:	<a href="#">Click or tap here to enter text.</a>	Date :	<a href="#">Click or tap here to select a date.</a>
---------------------	--------------------------------------------------	--------	-----------------------------------------------------

Number of reference of the request for offers price :	Click or tap here to enter text.
----------------------------------------------------------------	----------------------------------

We, the undersigned, offer to provide the services required by [Click or tap here to enter text](#) in accordance with Request for Quotation No. [Click or tap here to enter text](#). We hereby submit a quotation which includes this technical offer as well as a financial offer, sealed in a separate envelope.

### DECLARATION OF CONFORMITY OF THE BIDDER<sup>3</sup>

Yes	No	
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I hereby declare and warrant that neither the Supplier nor any person vested with powers of representation, decision-making or control over it or any member of its administrative, management or control body has been the subject of a final judgment or final administrative decision for any of the following reasons: bankruptcy, insolvency or liquidation proceedings; non-performance of obligations relating to the payment of taxes or social security contributions; serious professional misconduct, including misrepresentation; fraud; corruption; conduct linked to a criminal organization; money laundering or terrorist financing; terrorist offences or offences related to terrorist activities; child labour and other forms of human trafficking, any discriminatory or exploitative practice, or any practice incompatible with the rights set out in the Convention on the Rights of the Child, or other prohibited practices; irregularity; creation of a shell company or being a shell company.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that it is financially sound and duly recorded.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that it has adequate human resources, equipment, skills, expertise and know-how to fully and satisfactorily perform the Contract within the stipulated time and in accordance with the relevant conditions.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that it complies with all laws, applicable orders, rules and regulations.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that in all circumstances it will act in the best interests of the IOM.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that no IOM official or third party has received, will receive or will be offered by the Supplier any direct or indirect benefit arising from the Contract.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that it has neither misrepresented nor concealed any material facts during the tender process.</p>
		<p><input type="checkbox"/> <input type="checkbox"/> On behalf of the Supplier, I further represent and warrant that it will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.</p>

<sup>3</sup> This form must be completed and signed by each supplier submitting a quote.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any person vested with powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body is included in the most recent version of the Consolidated Sanctions List imposed by the United Nations Security Council, nor is subject to any sanctions or other suspension. If the Supplier is subject to a sanction or temporary suspension, it will immediately notify IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that it does not employ, provide resources or support to, or have any contractual or other relationship with any individual, entity or group associated with terrorism as defined in the most recent version of the United Nations Security Council Consolidated List or any other applicable legislation relating to terrorism.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further declare and warrant that it will apply the highest ethical standards as well as the principles of efficiency and economy, equal opportunities, free competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that it will comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the supplier's responsibility to inform the IOM without delay of any changes to the information provided in this statement.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and, on behalf of the Supplier, I agree to comply with the provisions of this Declaration during the term of any contract entered into between the Supplier and the IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract it has entered into with the Supplier, with immediate effect and without obligation on its part, in the event that the Supplier has misrepresented any facts in this statement.

Signature : \_\_\_\_\_

Name :

Click or tap here to enter text.

Title :

Click or tap here to enter text.

Date :

Click or tap here to select a date.

**FORM D: BIDDER INFORMATION** Please insert the latest information **sheet**  
**on the supplier**

**FORM E: JOINT VENTURE, CONSORTIUM OR ASSOCIATION INFORMATION**

Name of the bidder:	Click or tap here to enter text.	Date:	Click or tap here to select a date.
Number of reference of the	Click or tap here to enter text.		

request for offers price :	
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To be completed and returned with the price offer if it is sent on behalf of a joint venture, consortium or association.

N <sup>o</sup>	Partner name and contact details (address, telephone and fax numbers, email)	Proposed distribution of responsibilities (in %) and type of services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<b>Name of main partner</b>  (having the authority to bind the joint venture, consortium or association during the request for quotation procedure and, in the event that it is awarded the contract, during the execution of the contract)	Click or tap here to enter text.
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------

A copy of the document indicated below is attached, signed by each partner. The probable legal structure and confirmation of the joint and several liability of the members of said joint venture are indicated therein:

ÿ Letter of Intent to Form a Joint Venture OR ÿ Joint Venture, Consortium or Association Agreement

We hereby confirm that if the contract is awarded to us, all parties to the joint venture, consortium or association will be jointly and severally liable to [Click or tap here to enter text](#) for the performance of the provisions of the contract.

Partner Name:

\_\_\_\_\_

Signature : \_\_\_\_\_

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

Partner Name:

\_\_\_\_\_

Signature : \_\_\_\_\_

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

Partner Name:

\_\_\_\_\_

Partner Name:

\_\_\_\_\_

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

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

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

## FORM F: ELIGIBILITY AND QUALIFICATIONS

Name of the bidder:	Click or tap here to enter text.	Date:	Click or tap here to select a date.
Reference number of the request for offers price :	Click or tap here to enter text.		

To be completed by each partner in the case of joint ventures, consortia or associations.

## History of unexecuted contracts

ÿ No unexecuted contracts in the last three years			
ÿ Contract(s) not executed in the last three years			
Year	Part no executed from CONTRACT	Contract identification	Total contract amount (current value in US dollars)
		Customer Name: Customer address: Reason(s) for non-performance:	

## Litigation history (including ongoing litigation)

ÿ No litigation in the last three years			
ÿ Dispute history shown below			
Year of dispute	Amount in dispute (country currency)	Contract identification	Total contract amount (country's currency)
		Customer Name: Customer address: Subject of the dispute: Party initiating the dispute: Status of the dispute: Party having obtained the right to appeal if the dispute is resolved:	

## Relevant prior experiences

Please list only similar missions completed in the last three years.

Only those assignments for which the tenderer has been legally engaged, has been employed by the client as a subcontractor or has been one of the partners in the consortium or joint venture should be indicated. Assignments carried out by the tenderer's individual experts working privately or through other companies cannot be considered as relevant experience of the tenderer or its partners or sub-consultants, but may be claimed by the experts themselves in their CV. The tenderer must be prepared to substantiate the experience claimed by submitting copies of references and relevant documents if requested.

Name of the project and country where the mission was carried out GOOD	Contact details of the customer and the reference person	Value of the CONTRACT	Period of activity and state let's move forward ent	Types of activities undertaken and role (provider, subcontractor or consortium member)

Bidders may also attach their own project information sheets providing additional details on the above missions.

ÿ Statements of satisfactory results issued by three (3) or more principal clients and attached hereto.

#### Financial situation

Annual turnover of last three years	Year	Cash	Amount
	Year	Cash	Amount
	Year	Cash	Amount
Latest creditworthiness assessment (if applicable), indicate source and date.			

Financial information (national currency)	History of the last three years		
	Year 1	Year 2	Year 3
	Information from the balance sheet		
Total assets			
Total liabilities			
Current assets			

Current liabilities			
	Information from the financial statement		
Total/Gross Income			
Gross operating profit			
Net profit			
Current ratio (current assets/ current liabilities)			

ÿ Attached are copies of audited financial statements (balance sheets, including all notes thereto, and income statement) conforming to the following conditions for the years requested above:

- (a) The documents must reflect the financial situation of the bidder or the party to the joint venture, and not that of a sister company or a parent company;
- (b) Past financial statements must be audited by a chartered accountant;
- (c) Past financial statements must correspond to accounting periods that have already been completed and audited. No declaration for partial periods will be accepted.

#### FORM G: TECHNICAL OFFER FORMAT

Name of the bidder:	Click or tap here to enter text.	Date :	Click or tap here to select a date.
Number of reference of the request for price offers:	Click or tap here to enter text.		

The Bidder's offer must be structured to comply with the format of this Technical Offer Form. The Bidder must not only indicate its acceptance of the requirements or special approach required, but also describe, where applicable, how it intends to comply with them. A bid that does not provide a descriptive response when requested will be considered non-responsive.

#### Section 1: Qualifications, capabilities and experience of the bidder

1.1 Brief description of the organization, indicating the year and country of creation, and the types of activities undertaken.

1.2 General organisational capacity likely to influence implementation: management structure, financial stability and financing capacity of the project, project management control measures, degree of subcontracting of work (if applicable, provide details).

1.3 Relevance of specialist knowledge and experience gained from similar assignments in the region or country.

**1.4 Quality assurance procedures and risk mitigation measures.**

**1.5 Organization's commitment to sustainable development.**

**Section 2: Proposed methodology, approach and implementation plan**

This section should demonstrate the bidder's ability to meet the specifications by identifying the specific components proposed, addressing the requirements, providing a detailed description of the proposed essential performance characteristics, and showing how the proposed approach and methodology meet or exceed the requirements. All significant aspects should be addressed in sufficient detail and the different components of the project should be weighted appropriately in relation to each other.

**2.1 Provide a detailed description of the approach and methodology that will enable the tenderer to meet or exceed the requirements set out in the specifications, taking into account local conditions and the project environment. The manner in which the various aspects of the service will be organised, controlled and delivered must be specified.**

**2.2 Provide comments and suggestions on the specifications: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project properly weighted in relation to each other? Indicate additional services that will be provided beyond the requirements stated in the specifications, if any.**

**2.2 Indicate the bidder's internal technical review and quality assurance mechanisms in the methodology.**

**2.3 Indicate whether any work will be subcontracted, to whom, how much of the work, the reason why the work will be subcontracted, the roles of the proposed subcontractors and how each will function as a team.**

**2.4 Present the available monitoring and evaluation mechanisms and tools for results and how they should be adopted and used for a particular need.**

**2.5 Indicate how it is planned to integrate sustainability measures into the execution of the contract.**

**2.6 Provide an implementation plan including a Gantt chart or project schedule indicating the precise sequence of activities to be undertaken and the corresponding timetable.**

**2.7 Submit any other comments or information regarding the project approach and methodology that will be adopted.**

**Section 3: Management structure and key personnel**

**3.1 Describe the overall management approach that will be followed to ensure the planning and implementation of the project. Provide information on key personnel, including the name and nationality of each, the function they will perform and their role in the specifications. Provide an organization chart for project management describing the relationships between key functions and responsibilities. Provide a spreadsheet showing the activities of each staff member and the time spent on them.**

**3.2 For each key personnel member, provide their CV using Form H and the declaration of exclusivity and availability using Form I.**

**FORM H: CV FORMAT FOR PROPOSED KEY STAFF MEMBERS**

<b>Name of the bidder:</b>	Click or tap here to enter text.	<b>Date :</b>	Click or tap here to select a date.
<b>Number of reference of the request for offers price :</b>	Click or tap here to enter text.		

<b>Function (according to the specifications)</b>			
<b>Staff Member Information</b>	<b>Name :</b>		
	<b>Nationality :</b>	<b>Date of birth :</b>	
	<b>Language skills:</b>		
<b>Current employment</b>	<b>Employer Name:</b>	<b>Contact: (manager or human resources)</b>	
	<b>Employer address:</b>		
	<b>Phone number:</b>	<b>E-mail :</b>	
	<b>Job Title:</b>	<b>Number of years of experience with current employer:</b>	
<b>Education/Qualifications Please</b>	summarise the staff member's academic and other specialist training, including the names of institutions attended, dates of attendance and degrees/qualifications obtained.		
<b>Professional certifications</b>	Please provide specific information about professional certifications relevant to the services to be provided, including the name of the institution and the date of certification.		
<b>References</b>	Please provide the name, address, telephone number and email address of two (2) references.		

**Summarize the staff member's professional experience over the past 20 years in reverse chronological order. Indicate any specific technical and management experience relevant to the project.**

<b>Start date</b>	<b>End date</b>	<b>Company/Project/Function/ Relevant technical and management experience</b>

Name of the bidder:	Click or tap here to enter text.	Date :	Click or tap here to enter a date.
Number of reference of the request for offers price :	Click or tap here to enter text.		

I, the undersigned, hereby declare that I agree to participate, exclusively, with the bidder [Click or tap here to enter text](#) in the above-mentioned request for quotation. I further declare that I am able and willing to work during the period(s) provided for in the duties for which my CV has been included, in the event that this quotation is accepted, namely:

Start date	End date
Click or tap here to enter text. Click or tap here to enter text.	enter text. text.
Click or tap here to enter text. Click or tap here to enter text.	enter text. text.
Click or tap here to enter text. Click or tap here to enter text.	enter text. text.

I confirm that I will not be involved in any other projects during the periods when my services are required under this RFQ.

By this declaration, I understand that I am not authorized to present myself as a candidate to any other bidder submitting a bid under this RFQ. I am fully aware that if I do not, I will be excluded from this RFQ, the bids submitted may be rejected and I may also be excluded from other RFQ procedures and other contracts offered by [Click or tap here to enter text](#).

Furthermore, if this price offer is accepted, I am fully aware that in the event of unavailability on the scheduled start date for the provision of the services for reasons other than health reasons or force majeure, I may be excluded from other competitive tendering procedures and other contracts offered by [Click or tap here to enter text](#) and the notice of award to the tenderer may be rendered null and void.

Name : \_\_\_\_\_

Title : \_\_\_\_\_

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

Signature : \_\_\_\_\_

**FORM J: SUBMISSION OF A FINANCIAL OFFER**

<b>Name of the bidder:</b>	Click or tap here to enter text.	<b>Date :</b>	Click or tap here to select a date.
<b>Number of reference of the request for offers price :</b>	Click or tap here to enter text.		

We the undersigned offer to provide the services required for [Click or tap here to enter text](#) in accordance with your request for quotation no [Click or tap here to enter text](#) and our quotation. We hereby submit our quotation, which includes a technical quotation and this financial quotation in separate sealed envelopes.

The amount of our attached financial offer is [Click or tap here to enter text](#).

Our price offer is valid and binding on us for the period indicated in the Information Sheet.

We declare that we understand that you are not obliged to accept any price offers you receive.

Name : \_\_\_\_\_

Title : \_\_\_\_\_

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

Signature : \_\_\_\_\_

[Official stamp of the bidder of the price offer].

**FORM K: FINANCIAL OFFER FORMAT**

<b>Name of the bidder:</b>	Click or tap here to enter text.	<b>Date :</b>	Click or tap here to enter a date.
<b>Number of reference of the request for offers of price:</b>	Click or tap here to enter text.		

The bidder must prepare its financial offer following the format below and submit it in a separate envelope from the technical offer, as indicated in the Instructions to Bidders.

The indication of any possible financial information in the technical offer will result in the disqualification of the tenderer. The financial offer must comply with the requirements set out in the specifications and with the tenderer's technical offer.

Offer Currency: [Click or tap here to enter text](#).

Table 1: Summary of general prices

	Amount
Professional fees (table 2)	
Other costs (table 3)	
Total amount of the financial offer	

Table 2: Breakdown of professional fees

Name	Function	Rate	Number of days/months/hours	Total amount
		A	B	(C = A + B)
On site				
At home				
Subtotal of professional fees:				

Table 3: Breakdown of other costs

Description	Unit of measure	Quantity	Unit price	Total amount
International flights	Round trip			
Subsistence allowance	Day			
Local transport costs	Sum flat rate			
Miscellaneous expenses				
Other expenses (please specify)				
Subtotal of other costs:				

Table 4: Price breakdown by product/activity

Description of the service/activity	Hour (person-days)	Fees professionals	Other costs	Total
Service 1				
Service 2				
Service 3				
Etc.				