



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

IOM Turkey
[Ankara Office]

REQUEST FOR PROPOSALS (RFP) AND GENERAL INSTRUCTION TO SERVICE PROVIDERS (GIS)

The International Organization for Migration (IOM) – United Nations Migration Agency was established back in 1951 and is headquartered in Geneva. It is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Turkey programmes, the IOM invites interested and eligible Transport Service Providers to submit their Proposals for providing different rental Buses within Ankara and as per the below table.

This RFP includes Instructions to Service Providers and administrative requirements that Service Providers will need to follow in order to prepare and submit their Proposals for consideration by IOM.

IOM reserves the right to accept or reject any Proposal, and to cancel the procurement process and reject all Proposals at any time prior to award of the Contract, without thereby incurring any liability to the affected Service Provider/s or any obligation to inform the affected Service Provider/s of the ground for IOM's action.

Very truly yours,

Procurement Unit
IOM Ankara

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

GENERAL INSTRUCTION TO SERVICE PROVIDERS (GIS)

1. Description of Services

IOM request eligible and interested Transport Service Providers to submit Proposals (as per below table) for providing different rental Buses (Mini Bus, Midi Bus, and Bus) within Ankara, and as per the below table (Annex B).

The general conditions shall be of these in below:

- The Service Provider agrees to provide IOM the below listed types of buses; cleaned, serviceable, good running condition (road worthy) and appropriately maintained buses for the purpose of transporting IOM staff, beneficiaries and visitors upon requested by IOM's representative in timely and efficient manner.
- The Service Provider shall make the services available to IOM including; fully qualified, licensed and insured drivers, fuel, regular services, maintenance, spare parts, lubricants, and the insurance covering the bus against all possible risks.
- The driver shall have a sufficient knowledge and experience in maintaining the bus. Reparation caused by any accident and/or mechanical damage during the journey is the sole responsibility of the Service Provider.
- The Service Provider shall ensure that all necessary documentations required as per the regulations of the Government of Turkey are in good order and valid during the period of this agreement.
- All costs of the driver and/or co-driver, including salaries, per diems, taxes, and any other associated costs shall be the responsibility of the Service Provider not IOM.
- The bus provided to IOM must have the following:
 - ✓ Valid registration documents.
 - ✓ Valid driving license for the driver.
 - ✓ Valid insurance policy covering
 - Comprehensive Insurance for the bus including the Third-Party Liability.
 - The Personal Accident Insurance for the driver and all passengers' seats.
- Unlimited Mileage shall be applied. No extra charges shall apply for any reason, including deviation or third-party intervention.
- The bus provided by the Service Provider shall include an adequate supply of tool kit, first aid kit, fire extinguisher; torch light, and in particular, a spare tire. The Service Provider shall guarantee an orderly and efficient transport operation and is to replace the broken or unserviceable bus immediately, in case of accidents/incidents and/or for maintenance purposes. The Service Provider is to maintain regular monitoring of the technical condition of the buses. The inspection of tires and brake system is particularly important. IOM reserves the right to inspect the buses presented by the Service Provider, and to require a change of any bus not deemed safe or suitable for the proposed operational duties. If the buses are not operational for any of the reasons above, IOM will consider the same as non-operational and shall be refused. In the event that IOM must seek a third party to replace a bus not provided by the

Service Provider at the scheduled time, all related costs will be charged to the Service Provider and this will be applied in case of the delay in showing up upon requested.

- Drivers shall have a sufficient knowledge and experience in maintaining their own buses. Reparation caused by any accident and/or mechanical damage during the journeys of the buses is the responsibility of the Service Provider.
- The Service Provider will ensure to assign a responsible contact person from their respective company to deal with issues related to deployment of buses, briefing to drivers regarding code of conduct to adhere and to ensure that drivers are not under the influence of drugs or alcohol.
- Any driver caught under the influence of the drugs/alcohol will be brought/surrendered to the police for disciplinary actions.
- The Service Provider shall ensure that during the trip, each driver must carry a sufficient fund to secure the fuel needed along the journey. It is completely forbidden to load fuel jerry cans on board with the buses.
- The drivers must always carry valid documents of the buses insurance/registration and valid driver's license.
- The Service Provider shall provide a sufficient number of qualified drivers. The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall operate the buses in a safe manner, with due regard for the safe of the cargo. All aspects of the drivers including payment, worker's compensation insurance and drivers' accommodations during the journey are the solely responsibility of the Service Provider. No employment relationship exists between IOM and the drivers.
- IOM will not be responsible to the Service Provider for any loss to any bus. IOM shall not be responsible for the security of the drivers neither during, nor outside the period of IOM movements. Apart from the agreed fee, IOM will bear no responsibility towards the Service Provider, in particular not for claims that maybe raised by third parties against the Service Provider.
- The Service Provider shall be solely liable for any damage or injury suffered by IOM during any movement due to the fault, negligence or otherwise of the Service Provider.
- IOM has no single obligation to support the Service Provider's staff during the works.
- The Prices shall be valid for the duration of 12 months. In case the fuel price increased centrally by the Government of Turkey then IOM is obliged to reconsider the prices.
- Buses year of made should not be less than the year of 2015.
- The Service Provider shall invoice IOM by the end of each month, or the end of each service provision.
- Payments shall become due within 10-15 working days after IOM's receipt and approval of the invoice. No requests for advance payment can be made under this agreement.

- The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- The Service Provider is the legal owner of the buses to be rented, and that the same are properly registered, as evidenced by a Certified True Copy of each bus registration papers. Each bus must carry the original registration papers at all times during the period of the Agreement.
- Each bus to be leased is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement.
- The drivers assigned to the buses used under this Agreement are to be suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM image.

2. Corrupt, Fraudulent, and Coercive Practices

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

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

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

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

4. Eligible Service Providers for the LTA (one-year Long Term Agreement)

Only Service Providers that are determined to be qualified shall be considered for award. In order to establish their eligibility, together with the Proposal the Service Provider shall submit the following;

- Registration documents
- Taxation cards
- Past performance/experience of the same type of business
- Financial reports of the last three years

5. Errors, omissions, inaccuracies and clarifications

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

Service Providers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Proposal Documents.

Service Providers requiring any clarifications on the content of this document may notify the IOM in writing at the following address:

*Address: IOM Ankara Office, Birlik Mahallesi Sehit Kurbanı Akboga Sokak No: 24
Çankaya, Ankara, TURKEY
Attn: Mr. Ertuğrul YILMAZ & Mr Sami CEVIK
Email: eyilmaz@iom.int & scevik@iom.int
Tel: +90 531 306 76 48*

IOM will respond to any request for clarification received. Copies of the response including description of the clarification will be given to all Service Providers who received this General Instruction, without identifying the source of the inquiry.

6. Confidentiality and Non-Disclosure

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

7. IOM's Right to accept any Proposal and to reject any and all Proposals

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

8. Requirements

8.1 Proposal Documents

The following shall constitute the Proposal Documents to be submitted by the Service Providers:

- a.) Proposal Form (Annex A)
- b.) Prices Table Form (Annex B)

Service Providers are required to use the same formats provided below as Annexes to this document but in their letterhead documents with their signature and stamp.

8.2 Proposal Form

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

The language of the Proposal shall be in English and prices shall be quoted in TRY.

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

8.3 Validity of Proposal Price

The submitted prices shall remain valid for a minimum period of 1 year, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of Proposals, IOM may request that the Service Providers extend the period of validity for a specified additional period. The request and the response there shall be made in writing. A Service Provider agreeing to the request will not be required or permitted to modify its Proposal.

9. Submission of Proposal Documents

Proposals must be submitted by email to: ProcurementAnkara@iom.int addressed to Mr Ertuğrul YILMAZ

Proposals shall be submitted on or before 3 pm on the 1st of June 2018. Late¹ Proposals will not be accepted.

10. Acceptance of Proposals

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

11. Rejection of Proposals

Proposal can be rejected for the following reasons:

- (a) The Proposal is not presented in accordance with this General Instruction;
- (b) The Proposal Form or any document which is part of it is not signed;
- (d) The Service Provider is currently under list of blacklisted Service Providers;
- (e) The Service Provider offer imposes certain basic conditions unacceptable to IOM;
- (f) Sudden internal operational and administrative changes within IOM.

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

12. Evaluation of Proposals

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

- (a) Completeness and responsiveness of the documents mentioned in 4 and 8.1
- (b) Compliance with the description listed above
- (c) Prices

¹ Proposal delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Service Provider unopened. The date and time of submission of the Proposal shall be recorded. A Proposal submission log shall be prepared for the purpose.

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

13. Delivery Sites and Period of Delivery

The services should be rendered within Ankara unless advised otherwise.

14. Liquidated Damages (not applicable)

If the Service Provider fails to deliver any or all of the Services within the period specified in Annex B above, a penalty payment of 0.1% of the price of the undelivered services for every day of breach of the delivery schedule by the Service Provider will be applied.

15. Payment

Full payment shall be made within 10-15 working days upon IOM's inspection and acceptance of the service, and upon IOM's receipt of the valid original invoice describing the services delivered.

16. Settlement of Dispute

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

Annex A

PROPOSAL FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of *[insert description of Services]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested services in conformity with the General Instruction in accordance with the Price Table (Annex B) which is herewith attached and form part of this Proposal.

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

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

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

Dated this _____ day of _____.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Proposal for and on behalf of

_____ *[name of company]*

Annex B

Prices Tables

No	Bus Model/Capacity	Normal Working Days (<u>Monthly Rate</u>)		Normal Working Days (<u>Daily Rate</u>)		Weekend Days and Holidays (<u>Daily Rate</u>)	
		Within Ankara	Out of Ankara	Within Ankara	Out of Ankara	Within Ankara	Out of Ankara
		Driver/Co Driver and Bus	Driver/Co Driver and Bus	Driver/Co Driver and Bus	Driver/Co Driver and Bus	Driver/Co Driver and Bus	Driver/Co Driver and Bus
1	Mini Bus Mercedes Sprinter (17-19 seaters)	?? TRY / Month	?? TRY / Month	?? TRY / Day	?? TRY / Day	?? TRY / Day	?? TRY / Day
2	Mini Bus Volkswagen Crafter (17-19 seaters)	?? TRY / Month	?? TRY / Month	?? TRY / Day	?? TRY / Day	?? TRY / Day	?? TRY / Day
3	Midi Bus Temsa Sultan (+/- 27 seaters)	?? TRY / Month	?? TRY / Month	?? TRY / Day	?? TRY / Day	?? TRY / Day	?? TRY / Day
4	Bus Temsa Safir (+/- 45 seaters)	?? TRY / Month	?? TRY / Month	?? TRY / Day	?? TRY / Day	?? TRY / Day	?? TRY / Day

No	Bus Model/Capacity	Within Ankara One Way Transfer (rate per trip)
1	Mini Bus Mercedes Sprinter (17-19 seaters)	
2	Mini Bus Volkswagen Crafter (17-19 seaters)	
3	Midi Bus Temsa Sultan (+/- 27 seaters)	
4	Bus Temsa Safir (+/- 45 seaters)	

Prepared by: _____

Title: _____

Company: _____

Date: _____