



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

International Organization for Migration (IOM)

Office in Ireland

* Add:116 Lower Baggot Street Dublin 2, Ireland

* Tel: +353 1800 406 * Fax: +353 1 6760656 * E-mail: iomdublin@iom.int * Internet: <http://www.iomireland.ie>

REQUEST FOR QUOTATIONS (RFQ) (Multiple-Vendor LTAs Without Secondary Bidding)

To : All Interested Suppliers
Ref. No.: ITB Ref. No: IE10P0531
Date : 25th of April 2022

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM invites interested eligible service providers to submit Quotations for the establishment of multiple Long-Term Agreements for the provision of ground transportation services for beneficiaries in the territory of Ireland **for a period of 8 (eight) months with a possibility of extension**. More details on the services are provided in the attached section: **Terms of Reference (TOR)**.

IOM through the Bids Evaluation and Awards Committee (hereinafter called BEAC) now invites the interested Service Providers to submit their Quotations for the aforementioned services.

With this RFQ is the GIS which include the Instructions to Service providers, Terms of Reference and administrative requirements that service providers will need to follow in order to prepare and submit their quotation for consideration by IOM.

Quotations shall be valid for a period of sixty (60) calendar days after the submission deadline and shall be sent electronically to International Organization for Migration on or **before May, 9th 2022 at 13:00 local time**. Late submission of quotations will not be considered.

Bidding procedure will be conducted based on the rules of the International Organization for Migration. IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

Very truly yours,

International Organization for Migration (IOM).

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)

1.0 Description of Service

IOM request prospective service providers (coaches – transportation companies) to submit quotation for the establishment of **Long Term Agreement/s** for the **provision of ground transportation services** for beneficiaries in the territory of Ireland for **8 (eight) months** with a possibility of extension.

2.0 Corrupt, Fraudulent, and Coercive Practices

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

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

3.0 Conflict of Interest

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

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid

- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the related services that are subject of the bid.

4.0 Eligible Service Providers

Only service providers that are determined to be qualified shall be considered for award.

5.0 Cost of Preparing the Quotation

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

6.0 Errors, omissions, inaccuracies and clarifications

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

Service providers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Service providers requiring any clarifications on the content of this document may notify the IOM in writing at the following email address iomdublinprocurement@iom.int

IOM will respond to any request for clarification received on or before **02nd of May 2022**. 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.

7.0 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.

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

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

funds availability and entire process may be cancelled at any time in case relevant funding is not granted.

9.0 Requirements

9.1 Quotation Documents

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

- a) Quotation Form (Annex A)
- b) Price Schedule Form (Annex B)
- c) Vehicle Documentation Declaration (Annex C)
- d) Driver Documentation Declaration (Annex D)
- e) Declaration of Conformity for Suppliers (Annex F)
- f) Vendor Information Sheet (VIS) (Annex G)
- g) Code of Conduct for Suppliers (Annex H)

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

9.2 Quotation Form

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

The language of the Quotation shall be in English, and prices shall be quoted in EUR (€), **exclusive of VAT.**

Prices quoted by the Service Provider *shall be valid for a period of eight months from the date of the contract signature* and not subject to price escalation and variation on any account, unless otherwise approved by IOM, this is due to the reason that IOM would enter into a **Long-Term Agreement** with the respective winning vendor/s. A submitted quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

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

9.4. Documents Establishing Supplier's Eligibility and Qualification

The Service provider shall furnish, as part of its Quotation, documents establishing the Service provider's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The following documents shall be used for this purpose. The documentary

evidence of the Service provider's qualifications to perform the contract if its quotation accepted shall be established to IOM's satisfaction:

- a) Article of Incorporation.
- b) Certificate of Registration.
- c) Tax clearance certificate.
- d) Reports on the financial standing of the Bidder, published financial reports or tax declarations (depending on the type/category of the company) for the past three years.
- e) Solemn Declaration from the Bidder of its compliance with the existing labor laws and standards.
- f) Solemn Declaration that Non-performance of contract did not occur within the last five years prior to application for evaluation based on all information on fully settled disputes or litigation.

10. Submission, Sealing and Marking of Quotations (Set of Original documents)

IOM shall accept the electronic submission of bids following the below parameters:

The Bids should be submitted by e-mail to iomdublinprocurement@iom.int and all attachments should be in PDF format. (Copies of the PDF format documents may, as an addition, be included in Excel or other formats etc.).

Bid must be sent by e-mail only to: iomdublinprocurement@iom.int

Quotations shall be valid for a period of sixty (60) calendar days after the submission deadline and shall be sent electronically to International Organization for Migration **on or before May, 9th 2022 at 13:00 local time**. Late submission of quotations will not be considered.

10.1 Any bid received after the bids submission deadline or sent to another IOM address may be rejected. It is Bidder's responsibility to verify that all e-mails have been received properly before the deadline. Please be aware of the fact that the e-mail policy employed by IOM limits the size of attachments to a maximum of **10 MBs** so it may be necessary to send more than one email for the whole submission.

10.2 The email subject shall indicate, the following:

- Bid Ref.No.: IE10P0531
- Bidder's Name
- Number of e-mails that are sent (example: 1/3, 2/3, 3/3).

IOM will not be responsible for locating or securing any information that is not identified in the bid. Accordingly, to ensure that sufficient information is available, the bidder shall furnish, as part of the bid, any descriptive material such as extracts, descriptions, and other necessary information it deems would enhance the comprehension of its offer.

11. Opening of Quotations.

IOM reserve the right to conduct opening of quotations in public or not.

12. Acceptance of Quotations.

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

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- a) The Quotation is not presented in accordance with this General Instruction;
- b) The Quotation Form or any document which is part of the Quotation Document is not signed;
- c) The Service provider is currently under list of blacklisted suppliers;
- d) The Service provider offer imposes certain basic conditions unacceptable to IOM
- e) The offered prices are above the approved budget

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.

14. Evaluation of Quotations

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

- a) Completeness and responsiveness of the documents mentioned in 9.1
- b) The BEAC shall determine the completeness of the submitted financial quotations whether all the Forms are present and the required to be priced are so priced (Annex B - Price Schedule Form).
- c) The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described but not priced, shall be assumed to be included in the prices of other activities or items.
- a) Lowest average hourly rate.

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 Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate

any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment, if deemed necessary.

16. Award of Contract

The Supplier that has submitted the lowest evaluated price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract. IOM shall notify the selected Suppliers through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

IOM intends to award the Contract to more than one bidder as it deems to be in its best interest. Multiple awards will mitigate the risk and will ensure fulfillment of current and future requirements of the diverse and large number of future transportations needs within Ireland's territory.

The award of multiple contracts is to be determined upon receipt and review of all bids and based upon the general criteria provided herein and in order in which they are listed below.

The sequence in which IOM will assign each required movement among the awarded service providers is listed below.

- a) The lowest offered price per type of vehicle.
- b) The availability of required no and type of vehicles at a certain time.

17. Liquidated Damages (Not Applicable)

18. Payment

At the end of each month the Service Provider/s shall submit the invoice to IOM with all supported records of the routes completed and performed dates. Payments will be executed on a monthly basis and within 30 calendar days upon receipt of invoice and IOM's acceptance of the services of the corresponding month. IOM will reimburse expenses related to the tolls on highways separately upon the submission of relevant invoice.

IOM enjoys the same tax/duty privilege like UN specialized agencies. IOM may be VAT exempted. If VAT is applicable to the final invoice, IOM will pay the successful bidder the VAT amount and IOM will later reclaim the VAT amount.

19. Warranty (not applicable)

20. 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.

Section: Terms of Reference

a) Background

Within the context of the ongoing emergency in Ireland regarding Ukraine crisis, transportation services stand as a prerequisite for the orderly management of the migrant and refugee crisis in Ireland. Transportation primarily facilitates access of the migrant and refugee population from their place of residence to various services within the island, including social, legal and health services, markets, as well as relocation to alternative accommodation facilities when necessary. Hence beneficiaries are enabled to enjoy and exercise their rights, to find secure accommodation, as well as to establish contacts with local communities. Due to the dynamics of the migrant/refugee flows and beneficiaries' needs, transportation becomes a demanding operational task, requiring flexibility and timely coordination with relevant authorities and agencies.

b) Objectives

The aim of this contract is to provide shuttle and bus services for transportation of beneficiaries from their temporary places of residence to any other possible destination and/or other activities organized/supported by governmental entities. Services will also be provided for any other transportation needs may arise for beneficiaries.

For the purpose of this contract, the term “beneficiaries” will be used for all migrants and refugees that the transport will be provided. Transportation Service shall be provided throughout the term of this Contract. In addition, Contractor will require all employees to follow IOM policies and laws of Ireland applicable for transport of persons. No persons other than beneficiaries, Company employees, IOM designated staff as escort, or other authorized staff by IOM, are to embark the buses/coaches without the written approval of the IOM. Contractor will permit authorized IOM representative(s) to ride the buses/coaches on all routes for the purpose of determining bus/coach stop, route scheduling, the mechanical conditions and cleanliness of buses, driver evaluation, discipline, whether the schedules are being met, and similar such information.

c) Scope of the Services

The transportation services to beneficiaries will be provided for the following listed counties:

Dublin County, Cork County, Galway County, Meath County, Kildare County, Wicklow County, Wexford County, Tipperary County, Limerick County, Clare County, Kerry County, Mayo County, Donegal County, Louth County, Waterford County, Kilkenny County, Cavan County, Westmeath County, Roscommon County, Laois County, Sligo County, Carlow County, Offaly County, Monaghan County, Leitrim County, Longford County, Antrim County, Down County, Tyrone County, Armagh County, Derry County.

Routes shall be facilitated with several types of vehicles, upon IOM's staff request, for predetermined times.

General Guidelines Governing the Transportation of Migrants and Refugees

The Contractor shall provide IOM with minimum following buses/coaches. Furthermore, in case the bidder will intend specific locations to be covered by a subcontractor or related partner the prices should remain the same.

Depending on the number of migrants and refugees, IOM will require three (05) different types for buses based on the passenger capacity **7 Seat Minibus, 20 Seat Midsize Coach, 50 Seat Large Coach**. IOM will accept fluctuations of +/- 5 seats in each coach/bus category but no less for the 7-seater type. Each shall have their charging price per hour as stipulated in the price schedule form **Annex B - Price Schedule Form**.

Awarded Service Provider/s shall ensure the timely pick up of migrants and refugees from the appointed location as well as their timely return (if applicable) from the respective destination, if requested, as described in the Annex II -Vehicle Request Form which is part of the **Annex E – Pro forma Contract for Transportation of Persons**.

All vehicles used in the particular project are obliged to bear the markings provided by IOM in their windshield.

The date and number of vehicles required will be communicated by IOM in writing by providing at least a 12-hour notice in the form of Vehicle Request Form.

The Service Provider shall ensure the following rules and regulations are fully respected:

- i.) Before starting any operation, the driver is fully responsible to verify the vehicle's faultless mechanical condition as well as ensuring the cleanliness of the vehicle.
- ii.) The driver in consultation with IOM focal point or assigned escort assistant is responsible for the load of the vehicle. IOM focal point has the authority to give instruction on the number of passengers and their seating.
- iii.) The drivers must possess a valid driving license the relevant vehicle type, a copy of the appropriate license for each driver must be submitted to IOM for its records.
- iv.) Drivers must handle the vehicle with care and pay attention to the road condition and other road users including pedestrians.
- v.) The driver must respect all local traffic regulations at all times. Speeding and overtaking are not allowed.
- vi.) Transporting passengers, luggage or cargo which are not authorized by IOM is strictly forbidden.
- vii.) In case of emergency, including, but not limited to people in need of urgent medical assistance or violent acts or the threat thereof, relevant IOM focal person or escort assistant shall be informed immediately, and a detailed written report must be submitted by the driver to IOM within 24 (twenty-four) hours of the occurrence of any such situation.
- viii.) Drivers shall respect the culture, custom and habits of all passengers and IOM personnel. They should make every effort to avoid any behaviour that may be considered as not acceptable in a particular cultural context.

- ix.) It is the responsibility of the driver to ensure all the vehicles are parked in a secure area during any designated stop, which shall only be made in areas assessed to be safe and all the curfews must be respected.
- x.) The Service Provider is responsible for obtaining and verifying all required documentation, including all relevant licenses and transport permissions and other relevant documents, as applicable in the context.
- xi.) In case of accident (i.e. any incident that happens unexpectedly resulting in damage to vehicle, passenger's property, or injury or death of passengers or personnel) the following procedures shall be followed:
 - a. Ensure First Aid is provided and all injured are transferred to the nearest medical facility as quickly as possible
 - b. A report should be made to the local authority (if required the driver must wait at the scene of the accident or report to the nearest police station)
 - c. The IOM focal person and escort must be notified immediately.

A written statement of the accident must be submitted to IOM within 12 (twelve) hours of the accident

Pricing Parameters:

Each Service provider shall provide a cost per hour per type of vehicle. The unit prices applicable will be the price per hour (regardless the distance and the final destination) in accordance with the Annex B - Price Schedule Form. The hours calculated and finally charged shall be only the time from the pickup point until the final drop off.

The buses/coaches

The above requirements are the minimum actual requirements and may change based on the new requirements of IOM and future accommodation sites and/or hotels that may be included on this contract for the transport of beneficiaries. Service Provider/s shall provide buses/coaches that are not older than twenty (20) years old. Mainly the buses required for this contract will be 7 Seat Minibus, 20 Seat Midsize Coach, 50 Seat Large Coach. IOM will accept fluctuations of +/- 5 seats in each bus category.

Service Provider/s shall keep all buses/coaches and related equipment used under this Contract in reasonable condition, subject to normal wear and tear. The term "reasonable condition" means, at a minimum, that every bus/ coach provided to IOM for the transport of persons under this Contract must pass any and all inspections and tests required by Irish legislation.

Furthermore, the Service Provider/s shall be in compliant with all the laws requiring safety in the buses/coaches such as but not limiting to having first aid equipment in the bus, seatbelts etc. All vehicles utilized by the Service Provider/s for the IOM needs shall be clean, sanitized, and shall have an excellent exterior and interior appearance in accordance with standards during the entire term of the contract.

In the event of a mechanical failure or breakdown of any bus/coach for the transportation required hereunder, Service Provider/s agrees that a spare bus/ coach and driver shall respond to the site of the breakdown, as quickly as possible, for transfer of migrants and refugees for delivery to their destination. If the Service Provider fails to provide a spare bus, then the corresponding cost of the alternative means of transportation used (taxi, another transportation company etc.) by the IOM will be deducted from the next billing cycle.

Service Provider/s shall cover all expenses related to the buses/coaches, regular maintenance as per manufacturer's recommendation and other related expenses to perform the transport, including fuel, oil liquids, insurance etc. No additional fees shall be charged to IOM except the contract prices and respective tolls per transport.

The Service Provider/s shall provide a written statement that if and when required, will provide vehicle/bus for the special needs or physically handicapped people, which require the necessary compliance with national law. In such a case the price rate applied will be identical to the already submitted price of the Service Provider for the particular bus capacity and distance.

Routing and Pick-Up:

Service Provider/s shall pick-up beneficiaries identified by IOM at a specific location just outside the accommodation location in groups for multiple time pick ups and transport them to the destination site which may be any location in the aforementioned counties in the territory of Ireland.

The pick-up and arriving time of be beneficiaries from the accommodation location to any other possible destination in the aforementioned counties and vice versa will be designated by IOM. Service Provider/s shall make no substantial changes thereto without prior notice to and approval of IOM staff

Drivers:

Service Provider/s shall provide drivers for the buses/ coaches to the IOM, that are qualified and competent both in the operation of the buses/ coaches which they drive, and in dealing and handling migrants and refugees with whom corresponding commercial driver's license qualified as required by local law. Each driver shall have a certified safe driving record, and no felony conviction of any sort, whether or not associated with the operation of a motor vehicle.

All drivers must respect local traffic regulations at all times and ensure that all vehicles are parked in areas that ensure the maximum security during the pickup or delivery of passengers. The Service Provider/s shall ensure that all the drivers already working for the Service Provider/s or to be hired under this Contract are in full compliance with the law such as but not limited for alcohol, drug testing and other related health issues.

IOM reserves the right to request, and the Service Provider/s are obliged to abide, the replacement of any driver who does not comply with aforementioned instructions/guidelines.

Upon Contract signature, the Service Provider/s shall furnish IOM a copy of drivers' driving licenses.

Insurance:

Service Provider/s shall abide to the local laws for commercial insurance single limit of liability of one million Euro (1,000,000) per accident, including personal injury and property damage. Service Provider/s shall furnish IOM with a certificate of insurance setting forth evidence of such coverage and such certificate shall evidence IOM's right to receive notice from the insurer in the event that such insurance shall be canceled or suspended.

Duration of the contract

Subject to the project duration the contract will be valid for **eight months with a possibility of extension.**