

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: LY24-020

Date: 29 October 2024

SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Preventive maintenance for IOM generators with supply of spare parts and other related Consumables in Tripoli for one year with a possibility of One year extension.

International Organisation for Migration (IOM) kindly requests your quotation for the provision of services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Terms of Reference and contract template

Annex 5: IOM Data Protection Principles

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

Thank you and we look forward to receiving your quotations.

Supply Chain Unit

IOM Libya Mission

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	12-November-2024, 17:00 Libya Time If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/ .
Method of Submission	Quotations must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other Click or tap here to enter text. Bid submission address: iomlibyaproposal@iom.int <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 25 MBs ▪ Mandatory subject of email: Company name and RFQ #LY24-002 ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The services include the provision of Preventive maintenance for IOM generators with supply of spare parts and other related Consumables in Tripoli for one year with a possibility of One year extension.
Cost of preparation of quotation	IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (un.org) .
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement .
Eligibility	- Bidders MUST have the legal capacity to enter into a binding contract with IOM and must be fully registered to operate in Libya -Bank Account details -Signed stamped Code of Conduct -signed declaration of conformity -
Currency of Quotation	Quotations shall be quoted in USD Currency
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:

	<p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
Language of quotation and documentation including catalogues, instructions, and operating manuals	English
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> Signed DOC</p> <p><input checked="" type="checkbox"/> Signed VIS Form</p> <p><input checked="" type="checkbox"/> Company registration documents</p>
Quotation validity period	Quotations shall remain valid for 90 from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input type="checkbox"/> Other</p>
Contact Person for correspondence, notifications, and clarifications	<p>Focal Person: IOM Libya Procurement</p> <p>E-mail address: iomlibyaproposal@iom.int</p>
Clarifications	<p>Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated to iomlibyaproposal@iom.int by 17 October 2024</p>
Evaluation method	<p><input type="checkbox"/> The contract will be awarded to the combined scoring method which will be based on a combination of the technical and financial score. Vendor Eligibility Evaluation will be done based on pass or Fail criteria</p> <p><input checked="" type="checkbox"/> Other</p> <p>The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:</p> <ul style="list-style-type: none"> • Specific experience of the Service Providers relevant to the requirement (min 5 years). 50 Points <ul style="list-style-type: none"> - experience in this field Between 2-5 years 20 point - • Key professional staff qualifications and competence for the assignment: 50 Point <ul style="list-style-type: none"> - Min 5 years, Specific Experience 20 Points <ul style="list-style-type: none"> From 1 to 4 10 Points - Key Staff and CVs (min 10 Staff) 30 Points <ul style="list-style-type: none"> From 4 to 10 staff 15 Points <p>Total weight: 100 points</p> <ul style="list-style-type: none"> • The minimum technical score required to pass is: 70 Points. <p>The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:</p> $Sf = 100 \times FI / F$ <p>Where:</p>

	<p>Sf - is the financial score of the Financial Proposal under consideration, F1 - is the price of the lowest Financial Proposal, and F - is the price of the Financial Proposal under consideration.</p> <p>The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)</p> <p style="text-align: center;">Sc = St x T% + Sf x F%</p> <p>The firm achieving the highest combined technical and financial score may be invited for negotiations.</p>
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with evaluation method indicated in the section 2. <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
Type of Contract to be awarded	C11 LTA SERVICE AGREEMENT
Expected date for contract award.	25 November 2024
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the services monthly basis After Contract signature and dates mentioned in the contract.
Delivery Terms (INCOTERMS 2020)	As per the price schedule
Customs clearance (must be linked to INCOTERM)	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	As per the locations mentioned in the schedule
Preferred Mode of Transport	Choose an item.
Other information	

ANNEX 2: QUOTATION SUBMISSION FORM

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

Name of Bidder:		
RFQ reference:	LY24-020	Date: 29 Oct 2024

BIDDER’S DECLARATION OF CONFORMITY¹

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

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

Yes	No	
		other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.unhcr.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<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 abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date:

VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name* _____

Other Names/Acronyms _____

Address* _____

House No _____

Street Name _____

ZIP/Postal Code* _____

City* _____

Region* _____

Country* _____

Contact Information

Company Tel/Mobile: _____ Contact Person: _____

Company Email: _____ Contact Person Position: _____

Company Website: _____

- | | |
|--|---|
| <p>Industry Category*:</p> <p><input type="checkbox"/> 0100 - Commercial Vendors</p> <p><input type="checkbox"/> 0200 - National CSOs</p> <p><input type="checkbox"/> 0300 - National Government Entities</p> <p><input type="checkbox"/> 0400 - International CSOs</p> | <p><input type="checkbox"/> 0500 - International Organizations - Non-UN</p> <p><input type="checkbox"/> 0600 - UN entities</p> <p><input type="checkbox"/> 0005 - Individual Consultant/Non-Staff</p> |
|--|---|

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

Provide Services/Goods Internationally* Yes No

Disability-inclusive* Yes Not applicable

- Women-owned/controlled***
- At least 51% women-owned/controlled
- Less than 51% women-owned/controlled
- Not applicable

Notes

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

Vendor Name - should match IDs or registration documents.

If there is insufficient space, please use the Other Information section

Product Categories (check all applicable)*

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

UNGM No. _____

UN Partner Portal Reference _____

Registration Date _____

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

<https://www.unpartnerportal.org>

Main Country of Operations (dd-mmm-yyyy)

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

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

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____

Other Information:

Section II: Payment and Banking Information

Payment Details

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

Justification for Non-Bank Payment Method** _____

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

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

Bank Name _____
 Bldg and Street _____
 City _____
 Postal Code _____
 Country _____
 Bank Account Name _____
 Bank Keys _____
 Account Currency _____
 Bank Account No. _____

*Depending on the country _____
 Swift Code/BIC (accounts outside U.S.A.) _____
 IBAN Number (mandatory for banks in Europe) _____
 Clearing No. (CHF accounts in Switzerland) _____
 ABA No. for ACH (USD accounts in U.S.A.) _____
 Bank Branch Code _____

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

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

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

 Printed Name

 Signature

 Position/Title

 Date

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES

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

Name of Bidder:		
RFQ reference:	LY24-020	Date:

Technical Offer

Mandatory to Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- team composition and CVs of key personnel
- **Proven record of previous experience within maintenance the generators with supply of spare parts and other related Consumables within Public and private sectors and INGOs preferably other UN Agencies apart from IOM.**

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump-sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

Currency of Quotation: USD

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Please confirm validity of Quotation
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

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

ANNEX 4: Terms of Reference (TOR)

for

Provision of Preventive maintenance for IOM generators with supply of spare parts and other related Consumables in Tripoli for one year with a possibility of One year extension.

Maintenance of IOM Diesel Generators

Scope of work

These services are provided subject to the terms of the contract.

A. Twice a month Preventive maintenance.

B. On call service of standby generators.

A. Preventive Maintenance (Twice a Month)

1. Scheduling and Deployment

- The service provider shall schedule and dispatch qualified technicians to the site at least twice a month. These visits should be planned in advance and coordinated with the relevant IOM personnel to ensure minimal disruption to operations.

2. Visual Inspection

- Conduct a thorough visual inspection of the generators and its surroundings. Look for any signs of wear, damage, or leaks. Check for any loose or missing components.
- Inspect the overall condition of the generator housing and ensure it is clean and free from debris.

3. Fuel System Maintenance

- Inspect fuel lines, connections, and filters for any signs of leaks, blockages, or wear. Replace fuel filters if they show signs of clogging or damage.
- Ensure the fuel tank is clean and free from contaminants.

4. Lubrication System Maintenance

- Check the engine oil levels and top up if necessary, by coordinating with IOM. Use the recommended grade of oil for the generator.
- Inspect for any oil leaks around the engine and oil lines. Check the condition of oil filters and replace them if they are dirty or clogged.
- Record the oil levels and any changes made during the inspection.

5. Cooling System Maintenance

- Check the coolant levels in the radiator and top up if necessary by coordinating with IOM. Use the appropriate type of coolant as specified by the manufacturer.

- Inspect the radiator, hoses, and connections for any signs of leaks, cracks, or wear. Ensure the radiator is clean and free from obstructions.
- Clean the radiator fins with water to remove dust and debris that could impede airflow.

6. Battery and Charging System Maintenance

- Inspect the battery terminals and cables for corrosion, loose connections, or damage. Clean the terminals if necessary.
- Check the battery electrolyte levels and top up with distilled water if required.
- Test the battery voltage and the charging system to ensure they are functioning correctly.

7. Air Intake System Maintenance

- Inspect the air filters and clean or replace them if they are dirty or clogged. Ensure the air intake system is free from obstructions.
- Check the air intake hoses for any cracks, leaks, or signs of wear.

8. Exhaust System Maintenance

- Inspect the exhaust system for any leaks, cracks, or damage. Ensure the exhaust is clear of obstructions and properly vented.
- Check the condition of the muffler and other exhaust components.

9. Electrical System Maintenance

- Check all electrical connections for tightness and signs of corrosion. Tighten any loose connections.
- Inspect and test all control panel indicators, meters, and gauges to ensure they are functioning correctly.
- Ensure the Automatic Transfer Switch (ATS) is operational and performs as expected during testing.

10. Operational Testing

- Start the generator and observe its operation. Listen for any unusual noises or vibrations that could indicate a problem.
- Test the generator under load to ensure it can handle the required power output. Monitor the performance and stability of the generator during the test.
- Record the operating parameters such as voltage, frequency, and load during the test.

11. Documentation and Reporting

- Maintain detailed records of all maintenance activities performed during each visit. This includes the date, time, and duration of the visit, as well as the tasks completed.
- Highlight any issues identified during the inspection, along with recommendations for preventive maintenance and necessary replacement requirements.
- Produce a comprehensive report for each visit, detailing the findings, actions taken, and any recommendations for further action. Submit the report to the relevant IOM personnel for review and approval.

B. On-Call Service for Standby Generators

1. Availability and Response

- The service provider shall be available at all times to provide qualified technicians for emergency assistance to restart, inspect, or repair diesel generators that are malfunctioning or have stopped operating.
- Response to calls for emergency assistance shall be within a period no longer than 2 hours.

2. Diagnosis and Repair

- Diagnose the issue causing the malfunction or stoppage.
- Repair or replace any damaged parts or components of the generators as soon as the need is identified.

3. Reporting and Approval

- Report any parts not available in the IOM warehouse to the Administrator Assistance.
- Obtain approval for the installation of new parts.

Equipment List:

S.N	Manufacturer	Model	Specification	Location	Engin S.N	Alternator S.N
1	GenPoweer	GPR88	3ph, 88KVA	Hay Alkwait Office	RS51277U649304C	C17G293778
2	GenPoweer	GPR88	3ph, 88KVA	Hay Alkwait Office	RS51277U649260C	C17G293790
3	GenPoweer	GPR88	3ph, 88KVA	Hay Alkwait Office	RJ51175U678155E	C18B097513
4	EMSA	-	3ph, 500KVA	Hay Alkwait Office	202003709	X20D141631
5	GenPoweer	GPR88	3ph, 88KVA	Al-Alseyahia Office	RS51277U659685D	S20180400320
6	GenPoweer	DSEC100	3ph, 110KVA	Al-Alseyahia Office	2022040833	S20180400320

Detail Tasks: Responsible to ensure that all IOM generators are fully operational with qualified technician. The following checklist outlines the necessary maintenance services. Please note that the cost of required materials will be provided separately

Item No.	Description of Services	Task Time
1	Ensure that the generator is fully functional	Bi- Weekly
2	Ensure fuel level checking	Bi- Weekly
3	Engine oil and fuel filters checking for leakage	Bi- Weekly
4	Radiator coolant checking	Bi- Weekly
5	Charging system checking as a whole i.e. battery liquid, voltage terminal etc. all complete	Bi- Weekly
6	All meter reading checks	Bi- Weekly
7	All indicator lamps checking (function test)	Bi- Weekly
8	Ensure generator area clean and dry	Bi- Weekly
9	Any other task to ensure the generator is fully function	Bi- Weekly

10	Maintain weekly records of running hours	Bi- Weekly
11	Checking engine oil condition and taking action if necessary	Bi- Weekly
12	Ensure ATS is fully functional	Bi- Weekly
13	Engine Visual check and cleaning for oil and coolant leaking including all hoses and battery terminals	Bi- Weekly
14	Cleaning radiator with water to remove dust	Bi- Weekly
15	Prepare report	Bi- Weekly
16	Engine oil Change with best quality of oil (as per manufacture requirement)	Every 350hrs or 4 months
17	Engine oil filter change with best quality of filters (as per manufacture requirement)	Every 350hrs or 4 months
18	Fuel filter Change with best quality of filters	Every 350hrs or 4 months
19	air filter cleaning properly with blower machine, if necessary, change it	Every 350hrs or 4 months
20	Checking fan and alternate belt	Every 350hrs or 4 months
21	Interior and exterior cleaning	Every 350hrs or 4 months
22	Checking cables and wires tighten	Every 350hrs or 4 months
23	Cleaning Radiator coolant and changing coolant	Every six months
24	Cleaning and servicing of exhaust system	Every six months
25	Cleaning and servicing of fuel system	Every six months
26	Checking earthing system and taking action if necessary.	Every six months
27	Prepare half yearly report for IOM	Every six months
28	Report to IOM for replacement of major parts in case of emergency.	As and when required
29	Battery replaces if necessary	As and when required

LOT#1: Price schedule of Preventing maintenance for IOM generators.

S.N	Manufacturer	Specification	Location	Price in USD
1	GenPoweer	3ph, 88KVA	Hay Alkwait Office	
2	GenPoweer	3ph, 88KVA	Hay Alkwait Office	
3	GenPoweer	3ph, 88KVA	Hay Alkwait Office	
4	EMSA	3ph, 500KVA	Hay Alkwait Office	
5	GenPoweer	3ph, 88KVA	Al-Alseyahia Office	
6	GenPoweer	3ph, 110KVA	Al-Alseyahia Office	
Total Price in USD				

LOT #2

description	Price (USD)
: Price for On-Call Service for Standby Generator (per visit)	

LOT# 3: Price schedule for the consumables and essential spare parts of All IOM's generators.

S.N	Description	Spare parts			
		Unit	Stock for one year	Unit Price in USD	Total Price in USD
1	Fuel Filter for 80KVA genset	Each	15		
2	Fuel Filter for 500KVA genset	Each	6		
3	Fuel Filter for genset no.1 of Al-Alseyahia office	Each	5		
4	Fuel Filter for genset no.2 of Al-Alseyahia office	Each	5		
5	Engine oil for 6 genset	Liter	400		
6	Air Filter for 80KVA genset	Each	15		
7	Air Filter for 500KVA genset	Each	6		
8	Air Filter for genset no.1 of Al-Alseyahia office	Each	5		
9	Air Filter for genset no.2 of Al-Alseyahia office	Each	5		
10	Engine Coolant for 6 genset	Liter	120		
11	Gaskets for 80KVA genset	Each	18 Pcs each type		
12	Gaskets for 500KVA genset	Each	6 Pcs each type		
13	Gaskets for genset no.1 of Al-Alseyahia office	Each	6 Pcs each type		
14	Gaskets for genset no.2 of Al-Alseyahia office	Each	6 Pcs each type		
15	Battery charger for 80KVA genset	Each	6		
16	Battery charger for 500KVA genset	Each	2		
17	Battery charger for genset no.1 of Al-Alseyahia office	Each	2		
18	Battery charger for genset no.2 of Al-Alseyahia office	Each	2		
19	Batteries for 6 genset	liter	6 (two years validity)		
20	fan belt for 80KVA genset	Each	6		
21	fan belt for 500KVA genset	Each	2		
22	fan belt for genset no.1 of Al-Alseyahia office	Each	2		
23	fan belt for genset no.2 of Al-Alseyahia office	Each	2		
24	water jacket heater	Each	4		
25	water jacket heater for 500KVA genset	Each	1		

Total Price in USD

Items not included in the schedule should be paid on actual market price plus 15% profit. The actual market price should be verified by IOM Administrator Assistance.

LOT#4: Price schedule for scheduled and non scheduled services for All IOM's generators.

S.N	Description	Service
		Replacing price per each generator (USD)
1	Fuel Filter for 80KVA genset	
2	Fuel Filter for 500KVA genset	
3	Fuel Filter for genset no.1 of Hay al-Alseyahia office	
4	Fuel Filter for genset no.2 of Hay al-Alseyahia office	
5	Engine oil for genset no.1 of Hay al-Alseyahia office	
6	Engine oil for genset no.2 of Hay al-Alseyahia office	
7	Engine oil for 500KVA genset	
8	Air Filter for 80KVA genset	
9	Air Filter for 500KVA genset	
10	Air Filter for genset no.1 of Hay al-Alseyahia office	
11	Air Filter for genset no.2 of Hay al-Alseyahia office	
10	Engine Coolant for 80KVA genset	
11	Engine Coolant for 500KVA genset	
12	Engine Coolant for genset no.1 of Al-Alseyahia office	
13	Engine Coolant for genset no.2 of Al-Alseyahia office	
14	Gaskets for 80KVA genset	
15	Gaskets for 500KVA genset	
16	Gaskets for genset no.1 of Al-Alseyahia office	
17	Gaskets for genset no.2 of Al-Alseyahia office	
18	Battery charger for 80KVA genset	
19	Battery charger for 500KVA genset	
20	Battery charger for genset no.1 of Al-Alseyahia office	
21	Battery charger for genset no.2 of Al-Alseyahia office	
22	Battery liquid for 6 genset	
23	fan belt for 80KVA genset	
24	fan belt for 500KVA genset	
25	fan belt for genset no.1 of Al-Alseyahia office	
26	fan belt for genset no.2 of Al-Alseyahia office	
27	water jacket heater	
28	water jacket heater for 500KVA genset	
Total Price in USD		

-vendor has the right to add further spare part that might not be indicated in the above list

-IOM has the right to split the tender to one or more than one vendor according to IOM interest

IOM office-specific Ref. No.	
IOM Project Code	

LONG TERM AGREEMENT FOR THE RECURRING PROVISION OF SERVICES
between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

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

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Bid/Quotation Form
 - (b) **Annex B** - Price Schedule;
 - (c) **Annex C** - Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)
 - (e) **Annex E** – Sample Purchase Order
 - (f) **Annex F** - IOM Terms and Conditions for European Union Funded Service Type Agreements

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

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”) when requested by Purchase Order (sample attached as Annex E) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each service in the Price Schedule in Annex B, in accordance with the Terms of Reference in Annex C and in line with the delivery schedule outlined by each Purchase Order:

[Outline services to be provided. Where relevant, include location and any other requirements for the services to be provided. List all the offered services and deliverables. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]
- 2.2 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.
- 2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties.
- 2.4 IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

2.5 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.

3. The Service Fee

3.1 The total Service Fee for each request of Services under this Agreement is determined by each PO in accordance with the rates indicated in Annex B (the “Service Fee”).

3.2 The Service Provider shall invoice IOM upon completion of all the Services in accordance with this Agreement and the relevant Purchase Order. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice.

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

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

3.5 The Service Fee specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

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

3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].

3.8 The Service Provider certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar services within similar circumstances.

3.9 After the minimum period in Article 3.7, the Parties may agree on a price adjustment to the Services subject to the following:

3.9.1 In the event of a price increase, the Service Provider may submit a written request to IOM to increase some or all price rates of the Services based on the [specify applicable price index], together with supporting documents showing that the Service Provider has incurred an increase in its actual cost. The acceptance of the supporting documents, including the [price index], to demonstrate actual increases in cost shall be at IOM’s sole discretion. Should the price increase be accepted, the Parties shall sign an amendment to the Agreement.

3.9.2 There shall be no increase in price within one (1) year from the date of the last price adjustment, unless otherwise agreed by the Parties in writing.

3.9.3 In the event of a price decrease, pursuant to notification by the Service Provider to IOM or pursuant to IOM’s request based on the prevailing price under the [price index], the Parties shall sign an amendment to the Agreement.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;

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

4.3 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (“SEA”) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions;
 - 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel;
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries;
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
- (d) Ensure that the SEA provisions are included in all subcontracts;
- (e) Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in any Purchase Order, IOM reserves the right to:
- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Service Provider any loss incurred as a result of the Service Provider's failure to provide the Services within the time specified; or
 - (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Service Fee for every day of delay or breach of the delivery schedule by the Service Provider. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider.
- 6.2 Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.4 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 6.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

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

8. Audit

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

9. Confidentiality

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

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

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

International Organization for Migration (IOM)

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

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

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

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy

or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

- 12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

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

14. Status of IOM

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

15. Indemnity

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

16. Waiver

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

17. Termination

- 17.1 IOM may terminate or suspend any Purchase Order or this Agreement, in whole or in part, at any time with written notice to the Service Provider. Any monies paid in advance by IOM shall be refunded on or before the date of termination.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties.

- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of any Purchase Order or this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of the respective Purchase Order or this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of the Purchase Order or this Agreement as applicable.

18. Severability

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

19. Entire Agreement

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

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties.

21. Special Provisions (Optional)

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

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

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place: