

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: LY24-07

Date: 09 July 2024

SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Supply of Visibility and Promotional Items for IOM Libya on Long Term Agreement Basis for 1 Year with Possibility of Extension

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or 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

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.

Approved by:

Signature: _____

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	29 July 2024 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	<p>Quotations must be submitted as follows:</p> <p><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.</p> <p>Bid submission address: iomlibyaproposal@iom.int</p> <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: 10 MB ▪ Mandatory subject of email: LY24-07 ▪ 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 proposer should receive an email acknowledging email receipt.
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 (ungm.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 shall have the legal capacity to enter a binding contract with IOM and to deliver in the country, or through an authorized representative. (Valid Company registration documents for same RFQ title, Bank Information, Signed, stamped UN Supplier Code of Conduct, Complete VIS)
Currency of Quotation	Quotations shall be quoted in USD
Duties and taxes	<p>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> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <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	USD
Documents to be submitted	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <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 <input checked="" type="checkbox"/> Other (Valid Company registration documents for same RFQ title, Bank Information, Signed, stamped Code of Conduct, Complete VIS)
Quotation validity period	Quotations shall remain valid for 180 days 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	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>(please specify, i.e. by LOTS only or by line item, etc)</i>
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input type="checkbox"/> Other <i>Click or tap here to enter text.</i>
Contact Person for correspondence, notifications and clarifications	Focal Person: IOM Libya Proposals E-mail address: iomlibyaproposal@iom.int Physical Sample to be submitted to IOM Hay AL Kuwait Warehouse no later than 29 July 2024 Attn: Ali ABDULGADER +218 91 931 4101
Clarifications	Requests for clarification from bidders will not be accepted any later than 5 days before the submission deadline. Responses to request for clarification will be communicated through email by IOM Libya Procurement
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price Technically compliant offer (PASS/FAIL) as per the sample received. <input type="checkbox"/> Other <i>Click or tap here to enter text.</i>
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input type="checkbox"/> Comprehensiveness of after-sales services <input type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others <i>(for ex, environmental criteria/considerations, etc)</i>
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	D2 Recurring Supply Agreement
Expected date for contract award.	30 August 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.
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ANNEX 1: SCHEDULE OF REQUIREMENTS

Technical Specifications for Goods:

No	Item	Minimum technical requirements	Unit
Clothing Items			
1	Polo Shirt	White and Blue 100% Breathable Wear Min 160g/m2 Max 180g/m2 Color: Closest to PANTONE286C Logo: White/Blue Silkscreen (Front 8x4.5cm/Back 24x9cm (XS-S-M-L-XL-XXL-XXXL))	EA
2	Round Neck Shirt	White and Blue 100% Breathable Wear Min 140g/m2 Max 160g/m2 Color: Closest to PANTONE286C Logo: White/Blue Silkscreen (Front 8x4.5cm/Back 24x9cm (XS-S-M-L-XL-XXL-XXXL))	EA
3	Jacket	Blue Woven Nylon or Polyester stretch, highly breathable water repellent Color: closest to PANTONE286C Logo: White Embroidery Front: 8cmX4.5cm Back: 24cmX9cm (XS-S-M-L-XL-XXL-XXXL)	EA
4	Vest	65% Coton 35% Polyester twill woven fabric Color: closest to PANTONE286C Logo: White Embroidery Front: 8cmX4.5cm Back: 24cmX9cm Features: Front 6 Velcro Pockets Back 1 Velcro Pocket (XS-S-M-L-XL-XXL-XXXL)	EA
Clothing Accessories			
5	Blue Ball Cap	Cotton Twill Adjustable Metal Strap Color: Closest to PANTONEE286C Logo: White Embroidery Front: 8cmX4.5cm – Standard Size	EA
6	Blue Armband	Material 70% Polyester 30% elastane Dimension: 35x9cm Color: Closest to PANTONE286C Logo: White Silkscreen 8cmX4.5CM Closure: Velcro Logo to be printed on PVC Sheet	EA
7	Backpack	Material: Polyester Min 400D (Denier) Water Repellant Logo: White Embroidery Front: 10cm X3.8cm Capacity: 20 to 30L Laptop Pouch, side pockets Zippers	EA
8	Tote Bag	Size: 38x48x12cm Thickness min 100gsm Color: White Logo Print: Blue (PANTONEE286C)	EA
Flags			
9	Flag	Microfiber/Alternative Fabric with two silver eyelets on the side Print: Digital Sublimation (Back-to-Back) S (100cmX150cm) M (125cmX204cm) L (160cmx240cm)	EA
10	Desk Flag (15cm x10cm)	Flag Material: Acetate Silk rust free chrome plated height approx. 40cm - Digital sublimation printing	EA
11	Triangular Flag (30cm X 50cm)	Microfiber 2 silver eyelets on the side - Logo 32.5cm X 12.3 cm	EA
Promotional Items			
12	Lanyard (20mmX470MM)	Polyster blend lace with Silver Buckle Screen Printing 1 colour or 4 colour sublimation Color: PANTONE 286C	EA

13	Label Pin (2CMX3CM)	Anti scratch anti UV doming on a solid and durable metal base	EA
14	White/Blue Mug	Material: Ceramic Logo Print: All printing surface Logo in White capacity of 330ml	EA
15	Umbrella	Material: Nylon Durable Water Resistant 180 degree bending resistance J Shaped Handle 23 Inch	EA
16	USB Flashdrive	USB with Digital Printing from both sides	EA
17	Roll Up Banner (200x85)	Roll up Banner with Stand 200X85cm with digital Printing	EA
18	Landscape Banner (300X150)	Landscape Banner 200X85cm with digital Printing	EA
19	Ballpoint Pen	Bio Matt Plastic with UV Printing	EA
20	Water Bottle	Recyclable Aluminium drinking water 1.0 L White logo with UV Print	EA
Stationary Items			
21	Vinyl Sticker	Vinyl Sticker Glossy - Digital Printing (2X2 - A1 - A3 - A4 - A5)	EA
22	A5 Notebook	Material: Hard Cover Min.50 leaves/100pages White Blue Elastic Closure Soft Skin/soft touch cover UV Printing	EA
23	Packaging Tape	Material: Polypropylene Logo Print: Silkscreen Print - 50cmX5CM	EA
24	A4 Folders	A4 size (210mm x 297mm or 8.27" x 11.69") heavyweight paper stock (around 300-350gsm) with Printing	EA
25	Certificate with Covers (Type A)	Material similar faux leather Size8.5" x 11" with Printing	EA
26	Certificate with Covers (Type B)	lightweight paper or cardstock (around 100-120gsm) Size8.5" x 11" with Printing	EA
27	Luggage Tag	PVC Sticker Blue PANTONE 286C with digital printing - 400mmx60mm	EA

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods As per the Delivery date mentioned After Contract signature.
Delivery Terms (INCOTERMS 2020)	Tripoli, Libya/Benghazi, Libya
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)	Tripoli, Benghazi
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A

Training on Operations and Maintenance	N/A
Warranty Period	N/A
After-sales service and local service support requirements	N/A
Preferred Mode of Transport	N/A

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:	Click or tap here to enter text.	
RFQ reference:	LY24-07	Date: Click or tap to enter a date.

VENDOR INFORMATION SHEET¹

Please attach the latest vendor information sheet to be filled in and signed by the vendor

BIDDER'S DECLARATION OF CONFORMITY²

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.

¹ [Vendor Information Sheet.xlsx](#)

² This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<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 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: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

Bidders are requested to complete this form, sign it and return it as part of their bid 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:	Click or tap here to enter text.	
RFQ reference:	LY24-07	Date: Click or tap to enter a date.

Currency of the Quotation: USD

INCOTERMS: DAP

Item	Description	Qty	Unit	Qty up to 25		Qty Between 26 and 100		Qty More Than 100	
				Unit Price	Delivery time	Unit Price	Delivery time	Unit Price	Delivery time
1	Polo Shirt	1	EA						
2	Round Neck Shirt	1	EA						
3	Jacket	1	EA						
4	Vest	1	EA						
5	Blue Ball Cap	1	EA						
6	Blue Armband	1	EA						
7	Backpack	1	EA						
8	Tote Bag	1	EA						
9	Flag (100cmX150cm)	1	EA						
10	Flag (125cmX204cm)	1	EA						
11	Flag (160cmx240cm)	1	EA						
12	Desk Flag (15cm x10cm)	1	EA						
13	Triangular Flag (30cm X 50cm)	1	EA						
14	Lanyard (20mmX470MM)	1	EA						
15	Label Pin (2CMX3CM)	1	EA						
16	White/Blue Mug	1	EA						
17	Umbrella	1	EA						
18	USB Flash drive 16GB	1	EA						
19	USB Flash drive 32GB	1	EA						
20	Roll Up Banner (200x85)	1	EA						
21	Landscape Banner (300X150)	1	EA						
22	Ballpoint Pen	1	EA						
23	Water Bottle	1	EA						
24	Vinyl Sticker 2x2	1	EA						
25	Vinyl Sticker A1	1	EA						
26	Vinyl Sticker A3	1	EA						
27	Vinyl Sticker A4	1	EA						
28	Vinyl Sticker A5	1	EA						
29	A5 Notebook	1	EA						
30	Packaging Tape	1	EA						
31	A4 Folders	1	EA						
32	Certificate with Covers (Type A)	1	EA						
33	Certificate with Covers (Type B)	1	EA						
34	Luggage Tag	1	EA						

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Minimum Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	As per Physical Sample
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	DAP – Tripoli, Benghazi
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	As per
Warranty and After-Sales Requirements	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

Other Information:

Estimated weight/volume/dimension of the Consignment:	Click or tap here to enter text.
Country/ies of Origin: <i>(if export licence required this must be submitted if awarded the contract)</i>	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.	
<i>Exact name and address of the company</i> 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.

UN SUPPLIER CODE OF CONDUCT

United Nations Charter: The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN¹ are expected to adhere.

Global Compact: The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at www.unglobalcompact.org.

International Labour Conventions and Recommendations: The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.²

1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

¹ In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

² The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

Labour:

4. Freedom of Association and Collective Bargaining: The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.³

5. Forced or Compulsory Labour: The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.⁴

6. Child Labour: The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.⁵

7. Discrimination: The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.⁶ The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

8. Wages, Working Hours and Other Conditions of Work: The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.⁷

³These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

⁴This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

⁵These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

⁶These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

⁷These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

9. Health and Safety: The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.⁸

Human Rights:

10. Human Rights: The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.⁹

11. Harassment, Harsh or Inhumane Treatment: The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Mines: The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

13. Environmental: The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

14. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

15. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

⁸These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

⁹These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see http://www.unglobalcompact.org/Issues/human_rights/index.html)

16. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

17. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

18. Corruption: The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

19. Conflict of Interest: UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

20. Gifts and Hospitality: The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

21. Post employment restrictions: Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Contacts:

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: hcmpn.secretariat@one.un.org.



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: Mr. _____

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: _____

Company Website: _____

- Industry Category*:**
- 0100 - Commercial Vendors
 - 0200 - National CSOs
 - 0300 - National Government Entities
 - 0400 - International CSOs

- 0500 - International Organizations - Non-UN
- 0600 - UN entities
- 0005 - Individual Consultant/Non-Staff

- 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

Environmental Statement* Yes No

Environmental or Energy Management System* Yes No

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

UNGM No. _____

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

UN Partner Portal Reference _____

<https://www.unpartnerportal.org>

Registration Date* _____

Country of Operations (dd-mmm-yyyy)

VAT Number _____

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:



VENDOR INFORMATION SHEET

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

(Agreement Template)

IOM office-specific Ref. No.	
IOM Project Code	

**LONG TERM AGREEMENT
 FOR THE SUPPLY AND DELIVERY OF GOODS
 between the
 International Organization for Migration
 and
 [Name of the Other Party]**

This Long Term Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”), a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], of [insert address], represented by [insert Name, Title of Chief of Mission], hereinafter referred to as “**IOM**,” and [**Name of the Supplier**] of [insert address], represented by [insert Name, Title of the representative of the Supplier], hereinafter referred to as the the “**Supplier**” on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Supplier agrees to provide IOM with [insert description of goods] (the “**Goods**”) 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** - Technical Specifications;;
 - b) **Annex B** - Price Schedule;
 - c) **Annex C** - Sample Purchase Order;
 - d) **Annex D** - Performance Security Template; and,
 - e) **Annex E** – 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. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods to IOM when requested by Purchase Order (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex B, in accordance with the Technical Specifications outlined in Annex A and in line with the delivery schedule outlined by each Purchase Order.
- 2.2 IOM does not warrant that any quantity of Goods will be purchased during the term of this Agreement.
- 2.3 The Supplier agrees to supply the following incidental services (the “**Services**”): [*add or delete as required*]
 - (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
 - (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.5 If any United Nations (“UN”) entity wishes to avail of goods and services which are of the same type as the Goods and Services through their own contracting formats, the Supplier shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Goods and Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
- 2.6 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.
- 2.8 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. [OPTIONAL: The Supplier shall report stock levels to IOM every [insert number] months.] If the stock of the Supplier is temporarily depleted, the Supplier shall immediately inform IOM in writing of the depletion and the estimated date when said items are expected to be back in stock.

3. Charges and Payment

- 3.1 The total price for each supply and delivery of Goods and any Services under this Agreement is determined by each Purchase Order in accordance with the Price Schedule in Annex B (the “**Price**”).
- 3.2 The Supplier shall invoice IOM upon completion of each delivery in accordance with this Agreement and the relevant Purchase Order. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice for each delivery will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order [*add or delete as required*]
- 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:

Any change to the bank account shall be formalized by an amendment to this Agreement.

- 3.5 The Price specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement. IOM shall not be charged for the cost of previous storage of any Goods or related costs.
- 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 Price until the Supplier has completed to the satisfaction of IOM the delivery of the Goods and 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 Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.

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

3.9.1 In the event of a price increase, Supplier may submit a written request to IOM to increase some or all unit prices of the Goods based on the [specify applicable price index], together with supporting documents showing that the Supplier 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 Supplier 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. Delivery

4.1 The Goods shall be delivered to [insert place of delivery or state "to the place outlined by each Purchase Order"] according to the delivery schedule in each Purchase Order. The cost of delivery is deemed included in the Price specified in each Purchase Order and the Price Schedule (Annex B). The Services as described in Article 2.3 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.3 of this Agreement.

4.2 Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide any Goods or Services within the delivery schedule stated on any Purchase Order, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Purchase Order, this Agreement, or otherwise as are customarily utilized in the trade, IOM reserves the right to:

- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
- (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Price for every day of delay or breach of the delivery schedule by the Supplier. IOM shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.

Acceptance of goods delivered late shall not be deemed a waiver of IOM's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with a Purchase Order or this Agreement.

5. Performance Security

- 5.1 If required by IOM, the Supplier shall provide IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier’s liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until 30 (thirty) days from the completion of Supplier’s obligations under relevant Purchase Order following which it will be released by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after receipt of the Goods to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. IOM’s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery. At the request of IOM, the Supplier will replace some or all rejected Goods at the Supplier’s cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier’s account), or hold rejected Goods for disposition at Supplier’s risk and expense.
- 6.4 The Supplier agrees that IOM’s payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance of the Goods and Services by IOM does not release the Supplier from any warranty or other obligations under this Agreement.

- 6.6 Title to the Goods shall pass to IOM when the Goods are delivered and accepted by IOM. The Supplier shall bear the risk of loss, damage, or destruction of the Goods in accordance with the Incoterm® (2020) provided in the Purchase Order. In case no Incoterm® (2020) is provided in the Purchase Order, the risks mentioned in the preceding sentence shall pass at the same time the title to the Goods passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 9.2 The Supplier warrants that all Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement. All Goods and Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under any warranty contained in Articles 9.1 or 9.2 of this Agreement. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM. IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of any of IOM's rights regarding the Supplier's warranty.
- 9.4 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and 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 Supplier any direct or indirect benefit arising from this Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
 - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Supplier shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
 - (h) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
 - (i) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
 - (j) The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Supplier 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 hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.
 - (k) 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 Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

- (l) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (m) 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 United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Supplier determines there are allegations or suspicions 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 Supplier shall ensure that this requirement is included in all subcontracts.

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

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including 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;
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

- 9.6 The Supplier further warrants that it shall:
- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),³ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,⁴ by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Supplier to perform activities under this Agreement (“Associated Personnel”);
 - (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
 - (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
 - (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
 - (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
 - (f) Adhere to the provisions of this Article for the duration of this Agreement.
- 9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, its employees or its Associated Personnel, of any provision contained in Articles 9.4, 9.5 or 9.6 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 Supplier all losses suffered by IOM in connection with such breach.
- 9.8 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Supplier, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Supplier or national authorities. The Supplier shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Supplier's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Supplier's premises at reasonable times and on reasonable conditions in connection with such access to the Supplier's personnel and relevant documentation. The Supplier shall require its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

10. Assignment and Subcontracting

³ Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

⁴ UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

- 10.1 The Supplier shall not assign or subcontract the Agreement, or any work under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.
- 10.2 Notwithstanding the said written approval, the Supplier 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 Supplier 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 Supplier remains liable as primary obligor 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.

11. Force Majeure

- 11.1 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.
- 11.2 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.
- 11.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier 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 the Article on Termination shall apply.

12. Independent Contractor

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

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Services under this Agreement. The Supplier shall make all such records available to IOM or its 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 Supplier shall be available for interview.

14. Confidentiality

14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier 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.

14.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Supplier, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

15. 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]

Address: [IOM's address]

Email: [IOM's email address]

[Full name of the Supplier]

Attn: [Name and title/position of Supplier's contact person]

Address: [Supplier's address]

Email: [Supplier's email address]

16. Dispute Resolution

- 16.1 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.
- 16.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 16.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 16.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 16.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
- 16.6 This Article survives the expiration or termination of the present Agreement.

17. Use of IOM Name, Abbreviation and Emblem

The Supplier shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Supplier 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)).

18. Status of IOM

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

19. Indemnity and Insurance

19.1 The Supplier 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 Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

19.3 The Supplier shall ensure that goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage until the delivery point. Further insurance requirements may be specified in the Technical Specifications.

20. 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.

21. Termination and Re-procurement

21.1 IOM may terminate or suspend any Purchase Order or the Agreement, in whole or in part, with immediate effect, by providing written notice to the Supplier, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon 30 (thirty) day's written notice without having to provide any justification.

- 21.2 In the event of termination of a Purchase Order or the Agreement, IOM will only pay for the Goods provided and the Services completed in accordance with the Purchase Order or Agreement, unless otherwise agreed in writing by the Parties. The Supplier shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 21.3 If IOM terminates a Purchase Order or the Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under the Purchase Order or Agreement arises from causes beyond its control and without fault or negligence of the Supplier.
- 21.4 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.5 In the event of suspension of any Purchase Order or the 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 Agreement shall remain applicable during the period of suspension. IOM will notify the Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of the Purchase Order or Agreement as applicable.

22. 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.

23. Entire Agreement

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

24. Final Clauses

- 24.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.
- 24.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

25. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Supplier shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM’s implementing partners 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 Supplier]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place: