

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: PR 4200631567

Date: 22 February 2024

SECTION 1: REQUEST FOR QUOTATION (RFQ) For Procurement and installation of Lab equipment for Active surveillance for measles disease in the east area (Benghazi and Almarj NCDC Labs.)

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.

Documents requirements of the eligibility and technical evaluation:

- Valid Company registration documents
- Bank information
- Signed /stamped Code of conduct
- Completed VIS vendor information sheet
- Signed /stamped DOC declaration for conformity
- Company profile
- Delivery Schedule
- Technical and Specification of the equipment and photos sample

Thank you and we look forward to receiving your quotations

Approved by:

IOM Libya Procurement

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	29 February 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</p> <p>Bid submission address: iomlibyaproposal@iom.int and Mkaja@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: 25 MB ▪ Mandatory subject of email 4200631567 ▪ 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 into a binding contract with IOM and to deliver in the country, or through an authorized representative.
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	English,

catalogues, instructions and operating manuals	
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 type="checkbox"/> Other
Quotation validity period	Quotations shall remain valid for 90 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
Payment Terms	<input checked="" type="checkbox"/> IOM will pay 100% of total contract price once goods received
Contact Person for correspondence, notifications and clarifications	Focal Person: IOM Libya Procurement E mail address: iomlibyaproposal@iom.int
Clarifications	Requests for clarification from bidders will not be accepted any later than 2days before the submission deadline. Responses to request for clarification will be communicated iomlibyaproposal@iom.int by 27 February 2024
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the most responsive and technically compliant bidders .
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 checked="" type="checkbox"/> Comprehensiveness of after sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input checked="" type="checkbox"/> Others PASS /FAIL criteria
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	Agreements for supply and delivery of goods
Expected date for contract award.	15 March 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.

Other information	<p>Vendors shall register themselves in IOM Libya Vendor Registration system by following this link: https://lb-p-vendorportal.azurewebsites.net/. Vendors that are registered with IOM Libya shall indicate their IOM vendor number in their application as well.</p> <p>Quotations without confirmation on registry to IOM Libya Vendor System (link above) may be rejected.”</p>
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ANNEX 1: SCHEDULE OF REQUIREMENTS

Technical Specifications for Goods and Services :

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods and services ASAP after Contract signature.
Delivery Terms (INCOTERMS 2020)	At Delivered Place
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)	Benghazi and Almarj NCDC Labs.
Distribution of shipping documents (if using freight forwarder)	NA
Packing Requirements	NA
Training on Operations and Maintenance	NA
Warranty Period	Warranty is required
After-sales service and local service support requirements	Yes
Preferred Mode of Transport	NA
Other information	NA

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:		Date:

VENDOR INFORMATION SHEET¹

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.
<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

¹ [Vendor Information Sheet.xlsx](#)

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

Yes	No	
		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.ungm.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:

Title:

Date:

ANNEX 3: TECHNICAL AND FINANCIAL OFFER - WORKS

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:		Date:

Technical Offer

*a brief description of the items
a photo sample of each item if available
Deliver time*

Financial Offer

Description of Works	Qty	Unit Price USD	Total Price USD
As per the attached list	1		
Total			

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"/>	Please provide delivery time
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Please indicate Validity of Quotation
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	

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 company</i> Company Name Address: Phone No.: Email Address:	Authorized Signature: Date: Name: Functional Title of Authorised Signatory: Email Address:

SR	Item description	Qty	Unit cost	Total cost
1	Mini VIDAS compact automated immunoassay system	2		
2	Vidas Measles IgG kit (60 tests/kit)	4		
3	Vidas Rubella IgG kit (60 tests/kit)	4		
4	Vidas Rubella IgM kit (30 tests/kit)	4		
5	Hettich universal centrifuge (hettich centrifuge 320) with 4-place swing out rotor. 0-90° bucket for tube rack 15 ml	2		
6	laboratory refrigerator 500-550 liter. Controller ECT -F Touch (Range: 2°C~8°C). Designed for storage of valuable, heat sensitive biologicals, reagent, samples, Visual and audible alarms.- High / low temperature.) Adjustable shelves, Touch screen type display. single Glass door, Light Led type with adjustable brightness. Defrost Automatic with automatic evaporation of the condensate water. structure sanitized pre-coated steel white colour- outside; insulation polyurethane	2		
7	Laboratory freezer 700 ECT-F TOUCH. -20 °C -25 °C .blind door pre-coated steel white colour, with ergonomic handle in aluminum Suggested internal fittings 3 shelves. Alarms Acoustic and Visual for temperature deviations and failures, with automatic recording Safety Thermostat. Automatic defrost . Capacity 500-550 L	2		
8	Centrifuge for eppendorf tubes. For routine applications in molecular biology, DNA or RNA purification, DNA extraction and PCR reaction. Automatic opening of the lid at the end of the cycle. Delivered with rotor .designed for centrifugation up to 30.000 x g. enables centrifugation of samples (0.2 ml-2 ml) in 12 x spin rotor.	2		
9	Biosafety cabinet . Class II A2 Biological Safety Cabinet provides maximum protection for personnel, the environment and samples. It is equipped with a High Efficiency Particulate Air filter to reduce airborne contaminants as well as a UV light to sterilize the interior Specifications : HEPA Filter life and UV Life indicator. Automatic air speed adjustable with filter block. Audio and visual alarm (Filter replacement, Window over height, abnormal Air flow velocity etc). Work area surrounded by negative pressure, it can ensure maximum safety in work area. Interlock Function: UV lamp and front window; UV lamp and blower, fluorescent lamp; Blower and front window. External Size (W*D*H) 1100*755*2200 mm	2		
10	Manual Adjustable Volume micropipette 0.5-10 µL with 1000 tips	2		
11	Manual Adjustable micropipette 2 - 20 µL with 1000 tips	2		
12	Manual Adjustable Volume pipette 20-200 µL 20-200 µL with 1000 tips	2		
13	Manual pipette 500 µL with 1000 tips	2		
14	Manual pipette 1000 µL with 1000 tips	2		
15	Lab water bath capacity of 25 L. Durable Stainless Steel Tank with Spring mesh basket rack and temperature control module.	2		
16	Portable lab Balances .scratch-resistant stainless steel weighing pan. Backlit LCD display. Readability 0.01 g	2		
17	Lab incubator used for bacteria, fungi and other microorganisms culture; as well as enzyme digestion reaction, ligation reaction, embedded incubation and other related constant temperature experiments. one door Stainless steel inner chamber. Volum 60 liter . Range 4 °C above ambient temperature up to 60/75 °C. Stability ± 0.1 °C at 37 °C. Preferably with Decontamination mode for disinfection and reduction of cross-contamination (100/120°C). LCD with functions of time setting, parameter memorizing and power reset recovering.	2		
18	BioTek ELISA system plate reader with printer. Absorbance Microplate Reader, 400 to 750nm Wavelength, 6- to 96-Well Capacity.	2		
19	Bio tek ELISA system Microplate washer. Designed specifically to rapidly wash 96 microplate. Wash cycle 1-10 , Washing speed : 96 wells, 300 µL /well, 3 cycles: < 30 seconds. Including wash bottle and buffer bottle	2		
20	Transportation to Benghazi and Almarj NCDC Labs.	1		



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*:

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

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. _____
UN Partner Portal Reference _____
Registration Date* _____
VAT Number _____

<https://www.unqgm.org/UNUser/Home>
<https://www.unpartnerportal.org>
 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:



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



Code of Conduct for Suppliers

Global Procurement and Supply Unit

Manila Administrative Centre, Manila Philippines

IOM is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of IOM's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with IOM.

Policy on Corruption and Position on Conflict of Interest

IOM expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer to any IOM Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff any gratuity for the benefit of/or at the direction or request of any Staff of IOM;
- To immediately inform the IOM Head of Office in the event that any Staff of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with IOM. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

IOM expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other suppliers or agents when participating in a bid;



IOM • OIM

Code of Conduct for Suppliers

Global Procurement and Supply Unit
Manila Administrative Centre, Manila Philippines

- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting on behalf of them (with approval of IOM).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, IOM expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the supplier's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and *should* contact IOM Global Procurement and Supply Unit at email address

gpsu@iom.int or at: IOM Manila Administrative Centre

Global Procurement and

Supply Unit (formerly

Field Procurement Unit)

28th Floor Citibank Tower

8741 Paseo de Roxas, Makati City 1226, Philippines



Code of Conduct for Suppliers

Global Procurement and Supply Unit
Manila Administrative Centre, Manila Philippines

IOM will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse;

Acknowledgment and Acceptance, to be submitted together with VIS(Vendor Information Sheet)

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____
Address: _____
Representative: _____
Signature: _____

LEG D.1. MODEL SUPPLY AGREEMENT

NOTE: All Directors/CoMs/HoOs are accountable and responsible for personally ensuring that the instructions in IN/99 Rev. 2 on *Delegation of Authority for Concluding Contracts and Agreements* (“IN 99 Rev 2”) and IN/168 Rev. 3 or the *Procurement Manual* (“IN 168 Rev 3”) are followed. In case of uncertainty whether the proposed contract fully aligns with an IOM template or previously approved terms and conditions, please refer the draft contract to LEG Contract Law Division (LEG CR) for advice.

Per Article 11.1 of IN 168 Rev 3, there is no need to refer this Agreement to LEG CR for review and issuance of an approval code provided that this template is used without deviation. In cases of deviation from the template or a need for a new template, please contact LEG CR for assistance and/or advice.

If subcontracting, please check the funding donor agreement for any donor requirement regarding a subcontract (i.e., use of donor’s logo, reporting requirements, anti corruption clause or any particular provision to be inserted in a subcontract etc.) and insert in the “Special Provisions” clause any specific donor requirements which must be flowed down to IOM’s subcontractors.

IOM office specific Ref. No.	
IOM Project Code	

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

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the **International Organization for Migration**, 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, Director, CoM, HoO] (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**”) in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** Technical Specifications and Delivery Schedule; **Annex B** Price Schedule;
 - (b) **Annex C** Advance Payment Bank Guarantee Template;
 - (c) **Annex D** Performance Security Template;
 - (d) **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 in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/WBS	Qty	Unit	Unit Price	Total

2.2 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 Contract; 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.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

2.3 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.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Services under this Agreement is *[currency code]* *[amount in figures]* (*[amount in words, including currency]*) (the “Price”).

3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and after receipt and approval by IOM of the bank guarantee and/or the performance security if applicable as per Article 5 of this Agreement. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice will be accompanied by the following documents: *air way bill number, shipping invoice, packing list, certificate of origin* *[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 Article 3.1 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.
- 3.6 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.
- 3.7 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.

4. Delivery

- 4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 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 annexed, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in this Agreement or otherwise as are customarily utilized in the trade, IOM reserves the right to:
- (a) Terminate or suspend this Agreement 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 percent) 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 this Agreement.

5. Advance Payment Bank Guarantee and Performance Security

5.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Supplier shall provide IOM with a bank guarantee to secure the requested advance payment (the "Bank Guarantee") in an amount equivalent to the total amount advanced, to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of completion of all

deliveries and services], following which the Bank Guarantee will be released by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

5.2 Performance Security (IF APPLICABLE)

5.2.1 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.

5.2.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful 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 [insert a date 30 days from the completion of Supplier’s obligations] 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 case no Incoterm[®] (2020) is provided in the ordering document, 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 Article 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 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 carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods 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, employee or agent 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 procuring of this Agreement;
- (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts 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 Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier 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 officers, employees, 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, discriminatory 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 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.

9.5 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”),¹ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,² 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

¹ Secretary General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

² UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

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

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 a written approval from IOM, 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 a primary obligor there under 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 shall 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 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 the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM.

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 this 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 this Agreement, IOM will only pay for the Goods provided and the Services completed in accordance with this 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 this 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 this 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 this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this 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 this Agreement.

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 flowed 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: