

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: RFQ LY23-4200475130

Date: 08 November 2023

### SECTION 1: REQUEST FOR QUOTATION (RFQ) FOR SUPPLY & DELIVERY OF A SOFT SKIN CAR

International Organisation for Migration (IOM) kindly requests your quotation for the Supply and delivery of a soft Skin car 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.

IOM Libya Mission Procurement Unit

### SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	14 November 2023, 5pm Libya time (GMT +2) If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	<p>Quotations must be submitted as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> E-tendering</li> <li><input checked="" type="checkbox"/> Email</li> <li><input type="checkbox"/> Courier / Hand delivery</li> <li><input type="checkbox"/> Other</li> </ul> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <b>25 MB</b></li> </ul>

	<ul style="list-style-type: none"> <li>▪ Mandatory subject of email: RFQ LY23-4200475130</li> <li>▪ 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.</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> <li>▪ The proposer should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	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.
<b>Supplier Code of Conduct</b>	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: <a href="https://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	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.
<b>General Conditions of Contract</b>	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 <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	<p>Bidders shall have the legal capacity to enter a binding contract with IOM and to deliver in the country, or through an authorized representative.</p> <ul style="list-style-type: none"> <li>- Valid Company registration documents in Libya</li> <li>- Bank information. Bidders shall have a company bank account in USD. payment.</li> <li>- Duly signed and stamped Code of conduct</li> <li>- Completed VIS (Vendor Information Sheet)</li> <li>- Signed and stamped DOC (Declaration for Conformity)</li> </ul>
<b>Currency of Quotation</b>	Quotations shall be quoted in <b>USD (US Dollars Only)</b>
<b>Duties and taxes</b>	<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> <ul style="list-style-type: none"> <li><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</li> <li><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</li> </ul>
<b>Language of quotation and documentation including catalogues, instructions and operating manuals</b>	<b>English</b>
<b>Documents to be submitted</b>	<p>Bidders shall include the following documents in their quotation:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed</li> <li><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</li> <li><input checked="" type="checkbox"/> Other -Eligibility requirements</li> </ul>
<b>Quotation validity period</b>	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
<b>Price variation</b>	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.

<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted
<b>Payment Terms</b>	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.
<b>Contact Person for correspondence, notifications and clarifications</b>	Focal Unit: IOM Libya Procurement Unit E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> <b>Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.</b>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. Responses to request for clarification will be communicated through <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> by 3pm Libya time on 12 November 2023.
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price and technically compliant offer.
<b>Evaluation criteria</b>	<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"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others - <i>The technical proposals shall be evaluated based on the <b>PASS/FAIL</b> criteria</i>
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
<b>Right to vary requirement at time of award</b>	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.
<b>Type of Contract to be awarded</b>	Purchase Order
<b>Expected date for contract award</b>	<b>1 December 2023</b>
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

## ANNEX 1: ANNEX 1: SCHEDULE OF REQUIREMENTS

### Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods needed after Purchase order for goods signature and dates mentioned in the Purchase order
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 checked="" type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	IOM office, Hay Al Kuwait, Janzour
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	NA
Training on Operations and Maintenance	NA
Warranty Period	2 to 3 years or 50,000 Km
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:	Click or tap here to enter text.	
RFQ reference:	: RFQ LY23-4200475130	Date: Click or tap to enter a date.

### VENDOR INFORMATION SHEET<sup>1</sup>

## VENDOR INFORMATION SHEET

**Vendor No.** \_\_\_\_\_  
Internal to IOM

**Registered Vendor Name\*** \_\_\_\_\_

**Other Names/Acronyms** \_\_\_\_\_

**Address\***

House No \_\_\_\_\_  
 Street Name \_\_\_\_\_  
 ZIP/Postal Code\* \_\_\_\_\_  
 City\* \_\_\_\_\_  
 Region\* \_\_\_\_\_  
 Country\* \_\_\_\_\_

**Contact Information**

Company Tel/Mobile: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Company Email: \_\_\_\_\_ Contact Person Position: \_\_\_\_\_  
 Company Website: \_\_\_\_\_

**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

**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.unqgm.org/UNUser/Home>  
**UN Partner Portal Reference** \_\_\_\_\_ <https://www.unpartnerportal.org>  
**Registration Date** \_\_\_\_\_ *Main Country of Operations (dd-mmm-yyyy)*

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

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

Same entity registered in another office \_\_\_\_\_  
 Parent company \_\_\_\_\_  
 Subsidiaries/Branches \_\_\_\_\_

**Other Information:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section II: Payment and Banking Information**

**Payment Details**

Payment Method\*  Bank Transfer  Check\*\*  Cash\*\*  Others\*\* \_\_\_\_\_

Justification for Non-Bank Payment Method\*\* \_\_\_\_\_  
 \_\_\_\_\_

**Notes**

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

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

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

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

**Notes**

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

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

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

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Position/Title

\_\_\_\_\_  
 Date

**BIDDER'S DECLARATION OF CONFORMITY<sup>2</sup>**

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.

<sup>2</sup> 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 is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or 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 <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<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 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:	Click or tap here to enter text.	
RFQ reference:	RFQ LY23-4200475130	Date:

**Technical Offer**

*Mandatory to Provide the following:*

- Clear Specification of the goods mentioning the year of manufacture and Brand name with photos.
- Delivery lead time

**Financial Offer**

Provide a lump sum for the supply and delivery of the soft skin car stated in your technical offer. The lump-sum should include all costs of preparing and delivering at IOM Office in Tripoli -Hay AL Kuwait office.

**Currency of Quotation: USD**

Ref	Description of Goods	Unit	Qty	Unit Price	Total Price
1	<b>Soft Skin Pick up Car:</b> <ul style="list-style-type: none"> <li>• Fuel Type: Diesel or Petrol</li> <li>• Drive Type: 4x4</li> <li>• Cab Type: Double Cabin</li> <li>• Color: White color</li> <li>• Year :2023</li> <li>• LHD Drive</li> <li>• Manual Transmission</li> </ul>	Pcs	1		

**Compliance with Requirements**

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

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
<i>Exact name and address of company</i> Company Name: Click or tap here to enter text. 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.

<p>Click or tap here to enter text.</p> <p><b>Phone No.:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b>Click or tap here to enter text.</p>	<p><b>Functional Title of Authorised Signatory:</b>Click or tap here to enter text.</p> <p><b>Email Address:</b> Click or tap here to enter text.</p>
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## Standard Terms and Conditions for Purchase Order for Provision of Services

### 1. Acceptance of Purchase Order

- 1.1 Acceptance of this Purchase Order (PO) by the Service Provider shall effect a contract between IOM and the Service Provider (jointly, the "Parties"). The Service Provider's acknowledgement of the PO, provision of any Services under the PO, or acceptance of any Service Fee shall constitute acceptance of the PO.
- 1.2 The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms and Conditions and any Annexes (collectively, the "Agreement").
- 1.3 No additional or inconsistent provisions proposed by the Service Provider shall bind IOM unless agreed to in writing by a duly authorized IOM official.
- 1.4 In the event of a conflict between the terms of any Annex to the PO and the Standard Terms and Conditions, the Standard Terms and Conditions shall prevail.
- 1.5 The PO Number must appear on all invoices and correspondence.

### 2. Services Supplied

- 2.1 The Service Provider agrees to provide the Services as described in the PO in accordance with the Standard Terms and Conditions and any Annexes.
- 2.2 The Service Provider shall commence the provision of Services and fully and satisfactorily complete them by the date indicated and the specifications provided in the PO and any Annexes.

### 3. The Service Fee

- 3.1 The Service Fee indicated in the PO shall constitute as the full consideration for the complete performance of the Services.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services unless stated otherwise in the PO. The invoice shall include full details of Services provided and any specific requirements stipulated in the PO.
- 3.3 The Service Fee shall become due after IOM's receipt and approval of the invoice, within the period stated in the PO. Payment shall be made in currency stipulated in the PO by bank transfer to the Service Provider's bank account.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

### 4. Warranties

#### 4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
  - (h) The Service Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
  - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
  - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
  - (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
  - (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
  - (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
  - (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
  - (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

#### 4.3 The Service Provider further warrants that it shall:

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

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

### 5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

### 6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service

Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

6.2 In case of failure by the Service Provider materially to perform in accordance with the Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

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.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions on Termination herein shall apply.

#### 7. Independent Contractor

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

#### 8. Audit

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

#### 9. Confidentiality

9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

#### 10. Intellectual Property

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

#### 11. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the addresses of IOM and Service Provider provided on the PO.

#### 12. Dispute Resolution

12.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

#### 13. Use of IOM Name, Abbreviation and Emblem

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

#### 14. Status of IOM

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

#### 15. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

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

#### 16. Waiver

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

#### 17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, 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 thirty (30) days' written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of 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 Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

#### 18. Severability

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

#### 19. Entirety

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

#### 20. Entry into Force; Amendments

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the provisions on Termination.

20.2 No amendment to this Agreement shall be valid or enforceable against IOM unless it is in writing and signed by a duly authorized official of IOM.