

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200546469

Date: 02 October 2023

### SECTION 1: REQUEST FOR QUOTATION (RFQ) for Supply, Delivery, and Installation of Agrometeorological stations in Eastern Libya

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

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

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

Thank you and we look forward to receiving your quotations.

Approved by:

IOM Libya Procurement Unit

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	30 October 2023, 17:00 Libya Time - EXTENDED 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>	Quotations must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a>  Bid submission address: <a href="#">Click or tap here to enter text.</a> <ul style="list-style-type: none"> <li>▪ File Format: <a href="#">Click or tap here to enter text.</a></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: 25MB</li> <li>▪ Mandatory subject of email: RFQ - 4200546469</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="http://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>	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.
<b>Currency of Quotation</b>	Quotations shall be quoted in <a href="#">Click or tap here to enter text.</a>
<b>Duties and taxes</b>	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: All prices shall: <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
<b>Language of quotation and documentation including</b>	English

<b>catalogues, instructions and operating manuals</b>	
<b>Documents to be submitted</b>	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 <a href="#">Click or tap here to enter text.</a>
<b>Quotation validity period</b>	Quotations shall remain valid for <a href="#">Click or tap here to enter text.</a> 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 type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <b>(please specify, i.e. by LOTS only or by line item, etc)</b>
<b>Payment Terms</b>	<input type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input checked="" type="checkbox"/> Other 95% after project completion with 5% retention for 3 months
<b>Contact Person for correspondence, notifications and clarifications</b>	Focal Person: IOM Libya Procurement Unit E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than four days before the submission deadline. Responses to request for clarification will be communicated by email.
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a>
<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"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others ( <b>PASS/FAIL basis</b> )
<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>	Agreement for the Supply and Delivery of Goods
<b>Expected date for contract award.</b>	20 November 2023
<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: SCHEDULE OF REQUIREMENTS

### Technical Specifications for Goods:

<b>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AUTOMATIC AGROMETEOROLOGICAL STATIONS</b>
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Location: Libya

Eastern Libya

Agricultural Automatic Weather Stations		محطات الطقس الأوتوماتيكية الزراعية			
<p>The tender is to set up a network of Automatic Weather Stations (AWS) consisting of 04 (four) numbers of AWSs with data transmission system and central data receiving and archiving system.</p> <p>AWSs shall be installed at the sites assigned by Libyan National Meteorological Centre ( LNMC ).</p> <p>Each AWS shall have data logger to log the measured data from the sensor and shall be transmitted to NMC's HQ.</p> <p>Bidder is responsible for interfaces between the sensors and transmission equipment etc., and trouble free operation of system. The bidder should include necessary spar parts recommended by manufacture.</p>		<p>المناقصة هي إنشاء شبكة من محطات الطقس الأوتوماتيكية الزراعية (AWS) تتكون من 04 (أربعة) محطات مع نظام نقل البيانات ونظام مركزي لاستلام البيانات وأرشفتها.</p> <p>يجب تركيب أنظمة AWS في المواقع المخصصة من قبل المركز الوطني الليبي للأرصاد الجوية (LNMC).</p> <p>يجب أن يكون لدى كل AWS مسجل بيانات لتسجيل البيانات المقاسة من محطات الاستشعار ويجب إرسالها إلى المقر الرئيسي لـ NMC. مقدم العطاء مسؤول عن التفاعل بين أجهزة الاستشعار ومعدات الإرسال وما إلى ذلك ، وتشغيل النظام بدون مشاكل. يجب أن يتضمن العرض قطع الغيار الموصى بها من الشركة المصنعة.</p>			
#	DESCRIPTION	Unit Price	QTY. الكمية	UNIT Price سعر الوحدة (USD)	TOTAL Price السعر الاجمالي (USD)
1	<b>SENSORS</b>				
1.1	<p><b>RAIN GAUGE SENSOR</b></p> <p>Tipping bucket Rain gauge, with pedestal and spirit level or bull's eye for leveling</p> <ul style="list-style-type: none"> <li>- Orifice: 200cm<sup>2</sup></li> <li>- Resolution: &lt;0.1mm per tip</li> <li>- Accuracy: &lt;0.2mm</li> <li>- Measuring Principle: Tipping bucket – double spoon</li> <li>- Material: corrosion resistant</li> <li>- Funnel: bird perch protection and intake screen to protect against bird droppings and leaves</li> <li>- Mounting stand: Separate mounting stand, mounting base plate with at least 20cm x 20cm and thickness not less than 3mm , to be screwed to concrete base 50cm x50cm x20cm and should have screws for horizontal levelling djustment.</li> </ul>	Qty	3		

1.2	<p><b>SOLAR RADIATION Sensor</b></p> <ul style="list-style-type: none"> <li>- Spectral Range: 285 to 2800nm</li> <li>- Sensor: Thermopile</li> <li>- Sensitivity: 5 to 20 <math>\mu\text{V}/\text{W}/\text{m}^2</math></li> <li>- Response Time: &lt; 6sec</li> <li>- Maximum Irradiance: 2000 <math>\text{W}/\text{m}^2</math></li> <li>- Non Linearity: &lt; &lt;+/- 1%</li> <li>- Non-Stability: &lt;+/- 1% per year</li> <li>- Temperature dependency of sensitivity: &lt; 0,1% / °C</li> <li>- Operating temperature: -20° to +60°C</li> <li>- Fixed kit for pyranometer Sensor with spirit level or bull's eye for leveling.</li> <li>- provide mounting supports and Accessories</li> </ul>	Qty	3		
1.3	<p><b>AIR TEMPERATURE AND RELATIVE HUMIDITY COMBINED SENSOR</b></p> <p><b>AIR TEMPERATURE</b></p> <ul style="list-style-type: none"> <li>- Measuring Range: -20 to +65°C</li> <li>- Resolution: &lt;0.1°C</li> <li>- Accuracy: &lt;+/- 0.3°C</li> <li>- Recalibration: as per WMO standards</li> <li>- Radiation Shield: WMO Standard</li> </ul> <p><b>RELATIVE HUMIDITY</b></p> <ul style="list-style-type: none"> <li>- Resolution: 0.1%</li> <li>- Accuracy: +/- 1%</li> <li>- Operating Temperature: -20°C to +60°C</li> <li>- Measurement element: Capacitance element</li> <li>- Long-term stability: +/- 1% max drift per year</li> </ul>	Qty	3		
1.4	<p><b>LEAF WETNESS SENSOR</b></p> <ul style="list-style-type: none"> <li>- Capacitor-based sensor: Measurement Range: 0 (dry) to 100% (wet)</li> <li>- Operating Range : -10°C to 70°C</li> <li>- Repeatability : &lt; <math>\pm 5\%</math></li> <li>- Stability: &lt; <math>\pm 5\%</math> per Year</li> </ul>	Qty	3		
1.5	<p><b>BAROMETER SENSOR</b></p> <ul style="list-style-type: none"> <li>- Measuring Range: 500 to 1100hPa</li> <li>- Operating Temperature: -20°C to +65°C</li> <li>- Relative Humidity: 0 to 100%</li> <li>- Resolution: &lt;0110hPa</li> <li>- Accuracy: +/- 0.1hPa</li> <li>- Calibration Uncertainty: +/- 0.15hPa</li> <li>- Long Term stability: +/- 0.1hPa or better per year</li> <li>- Response Time: &lt; 2seconds</li> <li>- Independent mounting of sensor with integrated mast mounting bracket, fully self-contained unit</li> </ul>	Qty	3		
1.6	<p><b>SOIL MOISTURE AND TEMPRATURE SENSOR</b></p> <p>Soil water content measurements between 10cm and 1m: Precision : &lt; <math>\pm 0.2\%</math> volume Operating range: - 10° to 60c Sensing element: NTC 10 <math>\text{k}\Omega @ 25^\circ\text{C}</math> Measurement range: -40°C ÷ +60°C Accuracy: <math>\pm 0.5^\circ\text{C}</math> Protection: IP67</p>	Qty	3		
1.7	<p><b>SOIL WATER TENSION SENSOR</b></p> <p>S Range: 0 to 45% volumetric water content in soil ( Capable of 0 to 100% VWC with alternate calibration ). Operating temperature: -10°C to +60°C.</p>	Qty	3		

1.8	<p><b>Combined Wind Speed/Direction</b>  Standard anemometer:  Wind speed/direction sensors – light weight and sturdy suitable for harsh environments (height: 10m)  Sensors made of anodized aluminium or stainless steel to provide proper stability under highly variable temperatures;  Direction Range: 0 - 360°;  Direction Accuracy: <math>\leq \pm 5^\circ</math>;  Speed Range: 0 to 60 m s-1  Speed Accuracy: <math>\leq \pm 0.5</math> m s-1 or 3% whichever is the greater;  Starting speed for speed and direction sensors: <math>\leq 0.5</math> m s-1;  Cups and vane easily changeable in the field;  Expected lifetime &gt; 10 years</p>	Qty	3		
1.9	<p><b>EVAPORATION RATE SENSOR</b>  The Evaporation rate sensor must determine evaporation rate by measuring the change of water level in the evaporation pan or of the media using capacitance/frequency domain technology or any other alternative technology. Sensor must be easy to install, the sensor must include a 10-meter cable.  The sensor shall comply with the following specifications: Operating Temperature: 0°C to 60°C  Measurement range: 0 to 10mm or any other Scale Factor Unit (SFU)</p>	Qty	3		
2	<b>Data logger</b>				
	<p>The Data logger should have the following characteristics</p> <ul style="list-style-type: none"> <li>- The logger should be of low power consumption</li> <li>- Should have LCD display for configuration and reading measurements</li> <li>- Input ports Ten to twelve sensors using analogue channels, and SDI-12 ports</li> <li>- The logger should support the following communication I/O ports: RS232, RS485, SDI-12, Ethernet,USB.</li> <li>-The logger should support commonly used communication protocols such as: RS-232.RS-485, TCP, SDI-12,etc</li> <li>- The Logger should have the capacity to receive data from at least 10 meteorological sensors and any additional sensors that could be added in future;</li> <li>-The logger must be capable to connect additional communication devices such as UHF radios, satellite or short-range radios in free band.</li> </ul> <p>The GPRS modem should be internal or external to data logger with external SIM card slot. Stored data every 1 min. should be communicated via GPRS modem with GSM SIM to central server. If Data Logger is unable to send data through GPRS modem for some period due to absence of mobile network coverage, all logged data to be communicated when network coverage are available.</p>	Qty	3		

<b>3</b>	<b>Power Supply Unit</b>		
	<p>The power supply should include back up battery, charging regulator and solar panel. Remote stations use a battery with a regular charge from the solar panel when the sun shines. The system should include rechargeable, sealed and maintenance free backup batteries, sufficient for keeping the station running at least for one week without recharging. Backup batteries must have a charge regulator with protection against battery overcharge or deep discharge. The charging regulator must have an indication of the battery condition and charging state. Working time on a full charge and the total working time of the battery should be specified for a set number of sensors.</p>	Qty	3
<b>4</b>	<b>AUTOMATIC WEATHER STATION SYSTEM ENCLOSURE</b>		
	<p>Enclosure should be Waterproof, steel</p> <ul style="list-style-type: none"> <li>- Fitted with data logger</li> <li>- Houses the battery</li> <li>- Houses the necessary communication interface.</li> <li>- The chassis/enclosure should be IP66 (or higher) rated to withstand hostile environment and its moulding should be completely sealed by suitable gasket to avoid penetration of moisture, salinity etc.</li> <li>- All connections must be through waterproof connectors, one connector for each sensor or device.</li> <li>- All necessary fixings, consumables and accessories required for the installation of the AWS.</li> <li>- Stainless steel</li> <li>- Technical data of the enclosure is to be submitted with bidder's offer</li> </ul>	Qty	3
<b>5</b>	<b>AUTOMATIC WEATHER DATA COLLECTION AND PROCESSING</b>		

	<p>Minimum Specification for PC based station Icore-7</p> <ul style="list-style-type: none"> <li>- Intel i7 processor, min. 2.8 GHz</li> <li>- 16 GB RAM</li> <li>- 2T Hard Disk</li> <li>- 14/15” touch screen</li> <li>- 2.0 USB Mouse</li> <li>- USB Keyboard (English)</li> <li>- OS: Windows 11 professional</li> <li>- Power Supply 220 VAC</li> <li>- USB to serial adapter with cable</li> <li>- USB to Ethernet</li> <li>-CD/DVD RW</li> <li>- All necessary interface cables and accessories.</li> </ul> <p><b>Application Software should be able to:</b></p> <ul style="list-style-type: none"> <li>- Decode and process messages from AWS stations</li> <li>- Archive data in a relational database</li> <li>- Have data display and graphical utilities</li> </ul> <p>The proposed system must support mapping of the stations on google map/earth or equivalent</p> <ul style="list-style-type: none"> <li>- The system shall provide unique ID to each AWS station and shall automatically receive and process data from all the stations in the network.</li> <li>- The base station shall have a password protected web-based interface for system administration and operation</li> <li>-The system shall have the capability to process and store all the received data in a database.</li> </ul> <p>The software of the observing system of the station should be for agrometeorological and synoptic measurements.</p>	Qty	1		
<b>6</b>	<b>UNINTERRUPTIBLE POWER SUPPLY (UPS)</b>				
	<ul style="list-style-type: none"> <li>- Smart-UPS 3KVA, 230VAC, Low Density Single Rack</li> <li>- Configured Power</li> <li>- Nominal Output Voltage: 230V</li> <li>- Output Frequency (sync to mains): 47 -53 Hz for 50Hz nominal.</li> <li>- Waveform Type: Sine wave</li> </ul>	Qty	1		
<b>7</b>	<b>TOWER MAST</b>				
	<p>The mast tower shall be able to carry the equipment Including:</p> <ul style="list-style-type: none"> <li>- Pole Mast 10m</li> <li>- Foundation Set</li> <li>- mast must be Stainless steel or corrosion resistant with 3 sets of guy wires made of stainless steel with ground pegs .</li> <li>-Lightning Protection: 2m aerial copper rod at the top and 2m deep ground copper rod. -The solar panel should be placed at a height (at least 1 or 2 m below the wind sensors)</li> </ul>	Qty	3		
<b>8</b>	<b>Fencing of AWS site</b>				



	Iron Galvanized GI Chain Link Fencing, Height: 1.4 meter, Area to be fenced 5X5 meter. Entrance gate made of GI pipes frame and wire mesh with lock & Padlock for securing. Concrete foundation size ( 0.3x0.3x0.5) m <sup>3</sup>	Qty	3		
<b>9</b>	<b>Installation, Testing, On site training.</b>				
	Installation and integration of data logger, sensors and other accessories, solar panel, charger controller, lightning arrester, earthing for protection of complete AWS and the mast, excavation work, sensor foundations and cabling, remote connection to headquarter, procurement of SIM card and its recurring charges for two years. On-site training on AWS installations.	lump sum	1		
<b>TOTAL PRICE IN LUMP SUM (USD)</b>					
ALL THE MATERIALS SHOULD BE BRAND NEW AND TESTED ACCORDING TO APPLICABLE SPECIFICATIONS IN METEOROLOGY SCIENCE.					
IN CASE OF ANY DIFFERENCE BETWEEN BoQ AND DESIGNS, THE INSTRUCTION OF SUPERVISOR ENGINEER WILL PREVAIL.					

#### Delivery Requirements

Delivery Requirements	
<b>Delivery date and time</b>	Bidder shall deliver the goods <a href="#">Click or tap here to enter text.</a> After Contract signature.
<b>Delivery Terms (INCOTERMS 2020)</b>	DAP
<b>Customs clearance (must be linked to INCOTERM)</b>	<input type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
<b>Exact Address(es) of Delivery Location(s)</b>	Eastern Libya
<b>Packing Requirements</b>	Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped 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 shipment that is deemed not to have been packaged adequately.
<b>Training on Operations and Maintenance</b>	<a href="#">Click or tap here to enter text.</a>
<b>Warranty Period</b>	12 months
<b>Preferred Mode of Transport</b>	Choose an item.
<b>Other information</b>	

### 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:	Click or tap here to enter text.	Date: Click or tap to enter a date.

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

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**VENDOR INFORMATION SHEET**

<b>Registered Vendor Name*:</b> _____	<b>Vendor No.</b> _____		
<b>Other Names/Acronyms</b> _____	<small>Internal to IOM</small>		
<b>Address*</b>			
House No _____			
Street Name _____			
ZIP/Postal Code* _____			
City* _____			
Region* _____			
Country* _____			
<b>Contact Information</b>			
Company Tel/Mobile: _____	Contact Person*: _____		
Company Email*: _____	Contact Person Position: _____		
Company Website: _____			
<b>Industry Category*:</b>			
<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			
<b>Business Type*:</b>			
<input type="checkbox"/> Direct Producer/Manufacturing			
<input type="checkbox"/> Reseller/Distributor/Service Provider			
<b>Provide Services/Goods Internationally*</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Disability-Inclusive*</b> <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable			
<b>Women-owned/controlled*</b>			
<input type="checkbox"/> At least 51% women-owned/controlled			
<input type="checkbox"/> Less than 51% women-owned/controlled			
<input type="checkbox"/> Not applicable			
<b>Environmental Statement*</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Environmental or Energy Management System*</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Product Categories (check all applicable)*</b>			
<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
<b>UNGM No.</b> _____	<a href="https://www.unom.org/UNUserHome">https://www.unom.org/UNUserHome</a>		
<b>UN Partner Portal Reference</b> _____	<a href="https://www.unpartnerportal.org">https://www.unpartnerportal.org</a>		
<b>Registration Date*</b> _____	Country of Operations (dd-mmm-yyyy)		
<b>VAT Number*</b> _____			
<b>Licensing Auth./Type</b> _____	<b>License No.:</b> _____	<b>Reg. Date:</b> _____	<b>Expiry Date:</b> _____
<small>For additional licenses, please use the Other Information Section</small>			
<b>Partner Entities</b> (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 _____			
<b>Other Information:</b>			
_____			
_____			
_____			

<sup>1</sup> [Vendor Information Sheet.xlsx](#)

**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 Number \_\_\_\_\_

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

*If awarded, please submit ID/Registration and Proof of Banking Details to IOM. Vendors are also required to comply with the UN Supplier Code of Conduct.*

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

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 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.
<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> .

<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"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

### ANNEX 3: TECHNICAL AND FINANCIAL OFFER - GOODS

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

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

<b>Currency of the Quotation:</b> Click or tap here to enter text.					
<b>INCOTERMS:</b> Click or tap here to enter text.					
Item No	Description	UOM	Qty	Unit price	Total price
1.	Click or tap here to enter text.				
2.	Click or tap here to enter text.				
3.	Click or tap here to enter text.				
4.	Click or tap here to enter text.				
5.	Click or tap here to enter text.				
Total Price					
Transportation Price					
Insurance Price					
Installation Price					
Training Price					
Other Charges (specify)					
<b>Total Final and All-inclusive Price</b>					

#### Compliance with Requirements

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

**Other Information:**

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

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

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] 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** - Bid/Quotation Form;
- (b) **Annex B** - Price Schedule;
- (c) **Annex C** - Delivery Schedule and Technical Specifications;
- (d) **Annex D** - Accepted Notice of Award (NOA);
- (e) **Annex E** - Performance Security;
- (f) **Annex F** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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

**2. 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 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:
- 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.

#### 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.

#### 4. Performance Security (Applicable for Contracts Over USD 300,000)

5.1 The Supplier shall furnish IOM with a performance security (the "Performance Security") in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.

5.2 The Performance Security shall serve as the guarantee for the Supplier's 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 discharged by IOM.

#### 5. 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<sup>®</sup> (2020) provided. In case no Incoterm<sup>®</sup> (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.

## 6. 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.

## 7. 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.

## 8. Warranties

9.1 The Supplier warrants that all Goods supplied under this Contract 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 Contract 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 Contract. All Goods and Services delivered under this Contract 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 has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
- (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (i) 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;
- (j) 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.
- (k) 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 Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (l) 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 anti-terrorism legislation. If, during the term of this Agreement, the Implementing Partner 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 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 suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;

- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM’s contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

9.6 The Supplier 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 favors 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.

9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, or by any of the Supplier’s employees, contractors, subcontractors or agents, 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. 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 a 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.

#### **10. Force Majeure**

- 10.1 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.
- 10.2 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.
- 10.3 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 Article 21 (Termination) shall apply.

#### **11. Independent Contractor**

The Supplier, 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.

#### **12. 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.

#### **13. 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 information related to this Agreement, such as the name of the Supplier 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 Supplier and the amount of the contract/project to the extent as required by its Donor 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.

#### 14. Notices

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

**International Organization for Migration (IOM)**

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

[IOM's address]

Email: [IOM's email address]

**[Full name of the Supplier]**

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

[Supplier's address]

Email: [Supplier's email address]

#### 15. 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 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.
- 16.3 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.
- 16.4 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.

#### 16. 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)).

### **17. 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 as an intergovernmental organization.

### **18. 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.

### **19. 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.

### **20. Termination and Re-Procurement**

21.1 IOM may terminate or suspend this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

21.2 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.

21.3 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.

21.4 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 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.

### **21. 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.

### **22. 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.

### **23. 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 Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

**24. Special Provisions (Optional)**

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

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

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

*For and on behalf of*  
 The International Organization for  
 Migration  
  
 Signature

*For and on behalf of*  
 [Name of Supplier]  
  
 Signature

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Name:  
 Position:  
 Date:  
 Place:

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Name:  
 Position:  
 Date:  
 Place:

**Annex X**

**[Title]**

[Attach the Annex/es and label accordingly]