# **REQUEST FOR QUOTATION (RFQ)**

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| RFQ Reference: RFQ.2023.LTA.006.SF | Date: 07 July 2023 |

# **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Establishment of Long Term Agreement for the Provision of Solid Fuels to IOM Ukraine (For International Vendors Only).**

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

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Section 3: Evaluation Criteria

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: Eligibility and Qualification Form

Annex 5 : Vendor Information Sheet

Annex 6: Standard Contract - Long Term Agreement for the Recurring Supply and Delivery of Goods and Templates of Securities under the Agreement

Annex A: 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 & Annex A: Financial Offer Table, 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:

Procurement Unit   
IOM, Mission in Ukraine

## **SECTION 2: RFQ INSTRUCTIONS AND DATA**

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| Scope | The reference number of this Request for Quotation is RFQ.2023.LTA.006.SF.  The RFQ.2023.LTA.006.SF include the Establishment of a Long Term Agreement for the Provision of Solid Fuel to IOM Ukraine for the period of two (2) years with the possibility of extension.  IOM Ukraine intends to publish two tenders, one for International and one for National vendors to increase the in country capacity of solid fuels. **This RFQ UA1.2023.LTA.006.SF is open for International vendors only (not registered in Ukraine) .** Based on the results of this bidding exercise, IOM Ukraine intends to enter into non-exclusive Long Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products with international vendors (not registered in Ukraine) in support of IOM’s operations.In the event of IOM signing Long Term Agreement(s), the following shall apply.  The successful bidder shall accord the same terms and conditions to any other organisation within the UN that wishes to avail of such terms, after written consent from IOM.  Provision of Goods under the LTA includes the provision of full cycle of incidental services for the goods as mentioned in Annex 1: Schedule of Requirements, including temporary storage, packing (as required), marking of Goods (if required), delivery and distribution of the Goods to final delivery place, including unloading at delivery place. Delivery and distribution to final delivery place means direct address delivery of the specified q-ty of the Goods to the specified address of delivery place (address of final recipient of the Goods), including full unloading of the goods at the address of the delivery place.  Actual orders for the Goods under LTA will be placed separately, in the form of Purchase Order (PO), that will be signed by both parties.  The expected duration of the LTA is: two (2) years with the possibility of extension for up to one (1) additional subject to the Supplier’s satisfactory performance and competitiveness of prices.  The estimated volume to be purchased is indicated in Annex 1: Schedule of Requirements. LTA is considered non-exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume. IOM will not guarantee any minimum quantity of a total or one-time order under the LTA, and will not be obliged to place any orders under the LTAs. All orders under the LTA will be placed based on the IOM actual need for the Goods being its subject. IOM reserves the right to increase or decrease the total volume of orders compared to the tentative quantity given in Annex 1, subject to the actual need during the LTA duration period.  The list of regions in which the provision of Goods will be required is given in Annex 1 Annex 4 and Annex A. Exact delivery places in each region and quantity of goods to be delivered to each delivery place will be identified in exact distribution list given under each PO. The delivery of the Goods will be needed to the exact address of the delivery place given in distributions plan for each PO. Exact delivery places in each region may include all the potential communities/cities/settlement/villages located in each region including remote and hard-to-reach locations, locations closed to the contract line, locations closed to the Ukraine -Russia border etc. and the delivery shall be ensured to any of such locations in particular region.  IOM reserves the right to place actual orders for the provision of any quantity of Goods to any of the delivery places located in regions specified in Annex 1.  The Supplier undertakes to deliver any quantity of the Goods to any location in specified region with any quantity of the Goods to be delivered to one delivery place (address) in accordance with orders received from IOM during the LTA duration period.  The Supplier shall not have any claims against IOM if, in accordance with IOM's actual orders, the total quantity of Goods ordered by IOM during the LTA duration period does not meet the Supplier's expectations or calculations (i.e. the total quantity ordered by IOM under the LTA is more or less than it was expected by the Supplier; delivery to one delivery place is in quantity more or less than it was expected by the Supplier etc) or if delivery place of recipients does not meet the Supplier’s expectations (e.g. delivery to a large number of remote locations).  IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.  The award of a contract under the LTA Will not be subject to secondary competition among the LTA holders. |
| **Deadline for the Submission of Quotation** | 24/7/2023 16:00 CEST  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <http://www.timeanddate.com/worldclock/>. |
| **Method of Submission** | Quotations must be submitted as follows:  Email  **Bid submission address: iomkyivtenders@iom.int**  **PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).**   * File Format: PDF, EXCEL * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: 20mb * Mandatory subject of email: *RFQ.2023.LTA.006.SF\_[company name]\_Electronic Quotation* * Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire Quotation be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging email receipt. |
| **Cost of preparation of quotation** | IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct** | All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct). |
| **Conflict of Interest** | **UN encourages every prospective Supplier to** avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. |
| **General Conditions of Contract** | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement. |
| **Eligibility** | Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, and/or through an authorized representative. This RFQ is open for International vendors (not registered in Ukraine). |
| **Eligible goods, works and services** | Goods, works and/or services with origin in the following countries are excluded from this RFQ process: Russian Federation, Republic of Belarus and countries as per UN Security Council resolutions (<https://www.un.org/securitycouncil/sanctions/information>) |
| **Currency of Quotation** | Quotations shall be quoted in USD |
| **Duties and taxes** | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:  All prices shall:  be inclusive of VAT and other applicable indirect taxes |
| **Language of quotation and documentation including catalogues, instructions and operating manuals** | English |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  Annex 2: Quotation Submission Form duly completed and signed  The General Description of the supply and distribution process (Annex 2)  Annex 3: Technical and Financial Offer duly completed and signed and in  accordance with the Schedule of Requirements in Annex 1  Annex 4: Eligibility and Qualification Form  Annex 5 : Vendor Information Sheet  Annex A: Technical and Financial Offer (in both PDF and EXCEL format)  All relevant Agreements ,statements, solemn declarations, lists ,certificates etc. that prove that the bidder and their partners have the technical, production, storing and distribution capability necessary to perform the contract;  Certificate of Registration and/or any other relevant document  Quality certificates for the Goods offered.  Copy of audited financial statements for the last three years  The documentary evidence of previous experience/executed projects/contracts - may include letters of recommendation, copies of previous contracts, accepted waybills, acceptance certificates, etc |
| **Quotation validity period** | Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | Permitted by lots and by regions. Bidders are allowed to quote prices for one or more lots and for one or more regions. Evaluation will be done per lot and per region |
| **Payment Terms** | 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. |
| **Contact Person for correspondence, notifications and clarifications** | Focal Person: Alexandros Georgantas  E-mail address: Ageorgadas@iom.int & Copy : iomkyivtenders@iom.int *Specifying in email subject: UA1.2023.LTA.006.SF - Company’s name – Clarification request*  Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than four(4) working days before the submission deadline. Responses to request for clarification will be communicated through email by 21 July 2023 |
| **Evaluation method** | The contract will be awarded to the lowest price substantially compliant offer |
| **Evaluation criteria** | Full compliance with all requirements as specified in Annex 1 ,2,3 4 & A  Full compliance with all requirements as specified in Section 2 Evaluation Criteria  - Eligibility and Qualification Criteria  - Technical Evaluation Criteria  - Evaluation of Prices  Full acceptance of the General Conditions of Contract |
| **Right not to accept any quotation** | IOM is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions. |
| **Type of Contract to be awarded** | Recurring Supply Contract |
| **Liquidated Damages** | Will be imposed as follows:  Percentage of contract price per week of delay: 1.% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract. |
| **Expected date for contract award.** | 31 August 2023 |
| **Policies and procedures** | This RFQ is conducted in accordance with Policies and Procedures of IOM |
| **UNGM registration** | IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org). The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM. |

# SECTION 3: EVALUATION CRITERIA

**Preliminary Examination Criteria**

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

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| **Criteria** | **Documents to establish compliance** |
| Completeness of the bid | All documents and technical documentation requested have been provided and are complete |
| Bidder accepts IOM General Conditions of Contract as specified ANNEX 2: QUOTATION SUBMISSION FORM | ANNEX 2: QUOTATION SUBMISSION FORM |
| Bid Validity | ANNEX 2: QUOTATION SUBMISSION FORM |

**Eligibility and Qualification Criteria**

All criteria will be evaluated on a Pass/Fail basis.

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| **Eligibility Criteria** | **Documents to establish compliance** |
| Bidder is a legally registered entity | Certificate of Registration and/or any other relevant document . |
| Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance ANNEX 2: QUOTATION SUBMISSION FORM | ANNEX 2: QUOTATION SUBMISSION FORM |
| No conflicts of interest in accordance with ANNEX 2: QUOTATION SUBMISSION FORM | ANNEX 2: QUOTATION SUBMISSION FORM |
| The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future | ANNEX 2: QUOTATION SUBMISSION FORM |
| Certificates and Licences of bidder and/or sub-contractor, (In case of the later, the revenant bidder-subcontractor agreement should be submitted) :   * Duly authorized to act as Agent on behalf of the Manufacturer (Mining or Lumbing , or Power of Attorney, if bidder is not a manufacturer. (if applicable) * Official appointment as/or of local representative, if bidder is submitting a bid on behalf of an entity located outside the country. * Valid Government Permits/Licenses regarding the activity, related to the subject of the current tender (if applicable) * Export/Import Licenses, if applicable. | Relevant certificates and Licences |

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| **Qualification Criteria** | **Documents to establish compliance** |
| History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years. | ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM |
| Previous Experience: |  |
| Minimum three (3) years of relevant experience. | * ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM and relevant documents * Documentary evidence of previous experience/executed projects/contracts - may include letters of recommendation, copies of previous contracts, acceptance certificates, etc. |
| Minimum Two(2) contracts of similar nature and complexity implemented over the last five(5) Years with another International organization or UN agency .  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | * ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM and relevant documents * Documentary evidence of previous experience/executed projects/contracts - may include letters of recommendation, copies of previous contracts, acceptance certificates, etc. |
| Minimum two (2) contracts of similar nature and complexity implemented over the last five(5). Years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | * ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM and relevant documents * Documentary evidence of previous experience/executed projects/contracts - may include letters of recommendation, copies of previous contracts, acceptance certificates, etc. |
| Financial Standing: |  |
| Overall Financial Standing | * Copy of audited financial statements for the last three years. / * ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM |
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**Technical Evaluation Criteria**

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| **Criteria** | **Documents to establish compliance** |
| Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Annex 1: Schedule of Requirements. | * ANNEX 3: TECHNICAL AND FINANCIAL OFFER – GOODS * ANNEX A: TECHNICAL AND FINANCIAL OFFER * Quality certificates for the Goods offered |
| The bid is substantially compliant with the minimum Delivery Requirements and Incidental Services Requirements included in Annex 1 : Schedule of Requirements and do not contain any material deviation(s). | * ANNEX 3: TECHNICAL AND FINANCIAL OFFER * ANNEX A: TECHNICAL AND FINANCIAL OFFER |
| The General Description of the supply and distribution process and technical capacities (Annex 3), the bidder should submit all the documentary evidence that he and/or associate/subcontractor has the, technical, production, storing and distribution capability necessary to perform the contract;   * Warehouse locations and capacity to temporary store goods (if applicable ) * Transport capacities (to do the direct delivery to specified locations) * Staff capacity (e.g. to do unloading of goods at delivery place) | * General Description Form * All relevant Agreements ,statements , lists ,certificates etc. |

**Evaluation of Prices**

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| **Criteria** | **Documents to establish compliance** |
| Price comparison shall be based on the unit price, including transportation, insurance, special packaging (where applicable), delivery and distribution costs | ANNEX 3: TECHNICAL AND FINANCIAL OFFER  ANNEX A: TECHNICAL AND FINANCIAL OFFER |

## **ANNEX 1: SCHEDULE OF REQUIREMENTS**

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| **No.** | **Description of the requirements (brief)** | **Minimum technical requirements** | **Unit** | **Packaging Requirements** | **Total estimated need, Qty \*** | **Minimum Weekly Distribution Capacity \*\*** |
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| 1 | Coal for HHs | Coal types “D”, “DH”, “H”, “Zh”. Grade: 13-100 mm.; Ash, max.: 14%; Total moister, max.: 14%; Volatile matter, max.: 45%; Total sulfur, max.: 3%; Heating value, min.: 5000 kcal/kg. Packing in 50 kg/bag | ton | In Bags (50 Kgr) | 30,000 | 2000 |  |
| 2 | Coal for institutions | Coal types “D”, “DH”, “H”, “Zh”. Grade: 13-100 mm.; Ash, max.: 14%; Total moister, max.: 14%; Volatile matter, max.: 45%; Total sulfur, max.: 3%; Heating value, min.: 5000 kcal/kg. Delivery in bulk | ton | Bulk | 6,000 | 400 |  |
| 3 | Coal briquette | Coal briquette Size: length 10-400 mm, diameter 25-75mm. Ash, max.: 38%; Total moister, max.: 10%; Volatile matter, max.: 45%; Total sulfur, max.: 3%; Heating value, min.: 5000 kcal/kg. Packing in 50 kg/bag | ton | In Bags (50 Kgr) | 6,000 | 400 |  |
|  |  |  |  |  |  |  |  |
| 4 | Wood fuel briquettes, type NESTRO | Fuel briquettes, type NESTRO Size: length 10-400 mm, diameter 25-75mm. Ash, max.: 8%; Total moister, max.: 10%; Volatile matter, max.: 45%; Total sulfur, max.: 1%; Heating value, min.: 3700kcal/kg. Packing in 50 kg/bag | ton | In Bags (50 Kgr) | 6,000 | 400 |  |
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| 5 | Fuel pellets (wood) | Fuel pellets (wood). Size: length 4-50mm, diameter 4-25mm. Ash, max.: 8%; Total moister, max.: 10%; Volatile matter, max.: 45%; Total sulfur, max.: 1%; Heating value, min.: 3700kcal/kg. Packing in 50 kg/bag | ton | In Bags (50 Kgr) | 6,000 | 400 |  |
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| 6 | Firewood hard. Chopped | Firewood, chopped, group 1: birch, oak, beech, ash, hornbeam, maple, modrina; Wood moisture content: 0 to 50% Length: 20-45 cm Thickness 60-160mm. in cubic meters. | M3 | Bulk | 30,000 | 2000 |  |
| 7 | Firewood soft. Chopped | Firewood, chopped, group 2: spruce, pine, alder and other coniferous trees. Wood moisture content: 0 to 50% Length: 20-45 cm Thickness 60-160mm. in cubic meters. | M3 | Bulk | 30,000 | 2000 |  |
| 8 | Firewood hard. Logs | Firewood logs, group 1: birch, oak, beech, ash, hornbeam, maple, modrina; Wood moisture content: 0 to 50%, Length: 80-120 cm. In cubic meters. | M3 | Bulk | 30,000 | 2000 |  |
| 9 | Firewood soft. Logs | Firewood logs, group 2: spruce, pine, alder and other coniferous trees. Wood moisture content: 0 to 50% Length: 80-120 cm. in cubic meters. | M3 | Bulk | 30,000 | 2000 |  |
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| 10 | Marking with IOM logo | Optional  Labelling with 1 pcs. A4 sticked or stitched , indicating:  • Inscription of “Humanitarian Aid – Not for sale” and Beneficiary Feedback Ukrainian hotlines should  • Identifying its contents listing No of items, descriptions , sizes, and quantities in English and Ukrainian Language  • PO number • Under IOM Log- Direct or Common Pipeline needs to be printed in English | pcs | N/A | 1 | N/A |  |

\*Notes

* In accordance with historical practices from previous years, the average quantity per one household (HH) varies between a minimum of 2 and a maximum of 4 tons of coal. However, these figures are give for reference purposes only. The exact q-ty of tons to be delivered to specific delivery place (address of final receipt) will be determined in distribution lists under each Purchase Order (PO)
* The Estimated Quantities provided are derived from a projection of requirements for the period of 2023-2024 and should not be construed as a biding commitment to place orders up to the volume. IOM will not guarantee any minimum quantity of a total or one-time order under the LTA, and will not be obliged to place any orders under the LTAs. All orders under the LTA will be placed based on the IOM actual need for the Goods being its subject. IOM reserves the right to increase or decrease the total volume of orders compared to the estimated need, subject to the actual need during the LTA duration period

**Delivery Requirements**

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| **Delivery Requirements** | | |
| **Lead time of each order** | The Lead time for each delivery will be split into two phases.  More specifically: | Lead Time |
| * + - * Mobilization phase : Where the vendor after the issuance of the Purchase order and provision of the distribution List (by IOM) , and in coordination with IOM and/or IOM Partner shall prepare a distribution plan | 5 Working days |
| * + - * Distribution Phase : Where the vendor following the Mobilization phase, the vendor shall distribute according to the approved distribution plan.       * The distribution of goods under several lots and in several regions might be taken place simultaneously, as needed by IOM to ensure efficient coverage of the final recipient needs in various locations. Thus, if the Bidder is quoted prices for the several lots in several regions, Bidder shall be able to ensure simultaneous distribution of Goods under various lots in various regions. | 10 Working days |
| **Distribution Capacity** | As depicted above in Annex 1 and Annex A Financial Offer (“Minimum Weekly Distribution Capacity”) | |
| **Delivery Terms (INCOTERMS 2020)** | DDP to Designated locations (households or institutions) . | |
| **Customs clearance**  **(must be linked to INCOTERM** | Shall be done  Supplier/bidder | |
| **Exact Address(es) of Delivery Location(s)** | The provision of Goods under LTAs is required in the following 16 regions of Ukraine (government-controlled areas only) **- Kyiv, Chernihiv, Sumy, Kharkiv, Donetsk, Dnipro, Poltava, Zaporizhzhia, Kherson, Mykolaiv, Volyn, Rivne, Zhytomyr, Cherkassy, Kirovohrad, Odessa** regions. Exact delivery place (households and institutions) in each region and quantity of goods to be delivered to each delivery place will be identified in exact distribution list given under each PO. The delivery of the Goods will be needed to the exact address of the delivery place given in distributions list for each PO. Exact delivery places in each region may include all the potential communities/cities/settlement/villages located in each region including remote and hard-to-reach locations, locations closed to the contract line, locations closed to the Ukraine -Russia border etc. and price quoted by the Bidder shall ensure the possibility of delivery to any of such locations in particular region | |
| **Scope of incidental services** | Provision of Goods under the LTA includes the provision of full cycle of incidental services for each ton of the Goods as mentioned below, including temporary storage, primary packing (as required), marking of Goods (if required), palletizing (if required), delivery and distribution of the Goods to final delivery place, including unloading at delivery place. Delivery and distribution to final delivery place means direct address delivery of the specified q-ty of the Goods from Suppliers warehouse to the specified address of final recipient of the Goods (household or institution), including full unloading of the goods at the address of final recipient. Detailed description of the types of incidental services is given below   * ***Warehouse storage*** The Supplier shall organize is fully and solely responsible for the Goods’ preservation up to the moment of its transferring to the final recipient (household / institution). * ***Packing*** For Lots that indicate that the items should be packaged in 50Kgs Bags , the Supplier shall get packaging of goods in bags (50 kg each), with a moisture-resistant liner. The bags undergo weight control and loading with the minimum possible error regarding the proper weight of no more than 1-2% of the proper weight. Packaging is carried out before delivery to final recipients. * For Lots that indicate In bulk, the Supplier shall deliver the goods without packaging, in bulk. * ***Marking***  *IOM might additionally request Supplier to mark packed bags(in relevant lots) with IOM logo. Marking is optional services and shall not be provided on regular basis. This might be provided additionally upon specific IOM request. Marking with IOM logo provides labelling of each bag with A4 full color sticker with IOM logo and basic information or printing on each bag the IOM full color logo of A4 size.* * ***Palletizing*** IOM might additionally request Supplier to place packed bags on the pallets. Palletizing is optional services and shall not be provided on regular basis. This might be provided additionally upon specific IOM request. However, in case supplier deems it reasonable to supply goods on pallets to ensure proper safety of goods during transportation, Supplier then shall provide palletizing on regular basis and shall indicate this clearly in Annex A with description of approach to palletizing and approach to unloading of pallets and goods off the pallet at place of delivery. * In case of palletizing the bags shall be delivered on pallets – Eurostandard (1.2x0.8). Each pallet shall contain bags properly stacked not be higher than 1.5 meters and security fixed to avoid any shifting of goods from pallets during transportation. Thus, wood strips, plywood, or heavy cardboard between layers shall be used as reinforcement to help stabilize the stacking on pallets. Also goods on each pallet must be secured with elastic plastic wraps and plastic straps securing the goods reliable fixing on pallets during transportation. / * ***Transportation*** *The Supplier is fully responsible for transportation of the Goods to the place of delivery on DDP address of final recipient of the Goods (household or institution) (Incoterms 2020), including all involved packing, loading and unloading operations. /* * ***Delivery and Distribution*** The Supplier organizes door to door distribution of the Goods, according to the list of final recipients (households/institutions) and distribution plan approved under each Purchase Order. The door to door distribution includes loading of Goods at the place of dispatch, transportation and unloading of the delivered Goods at the place of delivery. * While planning the distribution the Supplier shall consider the following: * To use the vehicles of suitable and optimal carrying capacity (e.g., 6, 10, 15 tons carrying capacity ect.) to ensure the sufficient manoeuvrability for delivery of Goods directly to the final recipients; * Delivery of Goods shall be performed directly to the address of final recipient (household/institution), including all the necessary unloading and availability of relevant capacities for unloading (any manpower, any technical capacities and/or equipment, needed to unload the goods considering the type of goods packing). In case it is not possible to unload the Goods directly at the address of final recipient due to its poor accessibility or inability to reach the place by the delivery transport chosen, the Supplier shall ensure availability of loaders to manually move the Goods from the place of possible/temporary unloading to the address of final recipient. * During the execution of distribution, the Supplier must provide proper storing, packing, loading, transportation and unloading practices in accordance with best commercial practice, to ensure that the Goods being delivered to final receipts are in good quality, in good condition and free of damage. * ***Coordination and Cooperation with other partner*** The distribution process will be monitored and supervised by IOM or IOM Partner for the purposes of quality and quantity control. IOM’s representative shall be present at place of delivery (household or institution) to confirm the Goods' delivery according to the distribution plan and its proper receipt by each recipient. The Supplier shall ensure sufficient level of coordination and cooperation with IOM’s representative during the distribution process. As deem required, the Supplier shall take pictures and videos of the distribution process in delivery place. As deem required and defined by IOM staff, the Supplier might also be requested to place IOM visibility on vehicles delivering the goods | |
| **Other information** | • IOM reserves the right to reject any distribution that is deemed not to corresponds with IOM standards.  • IOM reserves the right to inspect the quantity and quality (including laboratory tests) of the Goods any time during delivery and/or distribution process under particular Purchase Order (PO) and within up to 60 days upon completion of distribution under particular PO. /  • IOM will facilitate the the relevant access permits in case of distribution at government controlled areas with increased military presentence or area with restricted access due to increased military control | |

## **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.*

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| 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. |

**BIDDER’S DECLARATION OF CONFORMITY[[1]](#footnote-2)**

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | 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. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|  |  | 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. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|  |  | 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. |
|  |  | 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. |
|  |  | 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. |
|  |  | 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. |
|  |  | 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. |
|  |  | 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. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|  |  | It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|  |  | 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. |
|  |  | 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. |

**In Addition to the bellow Tables the Bidder must fill and submit in pdf and excel format the ANNEX A: TECHNICAL AND FINANCIAL OFFER**

|  |
| --- |
| **Currency of the Quotation: USD**  **INCOTERMS: DDP** |





|  |
| --- |
| **GENERAL DESCRIPTION FORM** |
| **Requirements for the General Description of the Supply and Delivery Process** |
| Vendor should provide with their offer a statement that explains the Supply and Distribution process and critical steps .There in no particular form, but the bidder should include the following mandatory details:   1. main stages of the distribution process organization and distribution; 2. a description of the approach to organizing the delivery of goods from the place of mining to the supplier's warehouse; 3. information on the personnel and capacities that will be engaged for the organization of the unloading of the goods directly at the address of the final recipient, indicating the number of persons that will be engaged daily for the unloading of each type of vehicle making the delivery; 4. The available transportation capacity which will be used for Goods’ delivery to the beneficiaries, specifying the following:    * 1. type and carrying capacity of the available vehicles and its quantity (for each type);      2. maximum number of vehicles that may be involved into distribution process on a day-to-day basis. |
| **Vendor description** |
|  |

**Compliance with Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **You Responses** | | |
| **Yes, we will comply** | **No, we cannot comply** | **If you cannot comply, pls. indicate counter proposal** |
| Minimum Technical Specifications |  |  | Click or tap here to enter text. |
| Delivery Term (INCOTERMS) |  |  | Click or tap here to enter text. |
| Lead Time |  |  | Click or tap here to enter text. |
| Distribution Capacity (weekly) |  |  | Click or tap here to enter text. |
| Distribution Terms |  |  | Click or tap here to enter text. |
| Incidental services |  |  | Click or tap here to enter text. |
| Validity of Quotation |  |  | Click or tap here to enter text. |
| Payment terms |  |  | Click or tap here to enter text. |

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text.should IOM accept this bid:

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

## ANNEX 4 : ELIGIBILITY AND QUALIFICATION FORM

|  |  |  |  |
| --- | --- | --- | --- |
| Name of bidder: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| ITB reference: | Click or tap here to enter text. | | |

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| ☐No non-performing contracts during the last 3 years | | | |
| ☐ Contract(s) not performed in the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

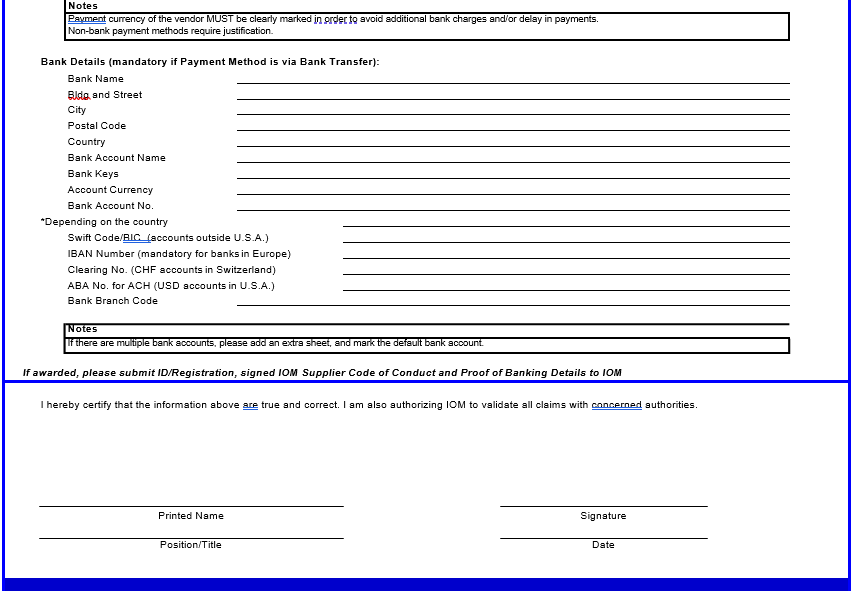
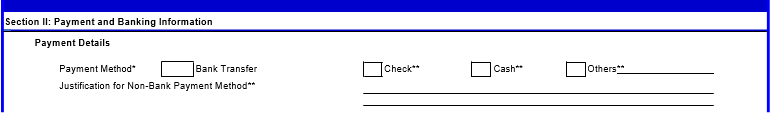
**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year | Currency | Amount |
| Year | Currency | Amount |
| Year | Currency | Amount |

## ANNEX 5 : VENDOR INFORMATION SHEET**[[2]](#footnote-3)**

A close-up of a document

Description automatically generated with low confidence



## ANNEX 6: Standard Contract - Long Term Agreement for the Recurring Supply and Delivery of Goods and Templates of Securities under the Agreement

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |

**LONG TERM AGREEMENT**

**FOR THE RECURRING SUPPLY AND DELIVERY OF GOODS**

**between the**

**International Organization for Migration**

**and**

**[Name of the Other Party]**

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

1. Introduction and Integral Documents
   1. The Supplier agrees to provide IOM with [insert description of goods] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from **[starting date]** to **[end date]**.
   2. The following documents form an integral part of this Agreement: [*add or delete as required*]
      1. **Annex A** - Bid/Quotation Form;
      2. **Annex** **B** - Price Schedule;
      3. **Annex** **C** - Technical Specifications;
      4. **Annex D** – Sample Purchase Order;
      5. **Annex** **E** - Accepted Notice of Award (NOA);
      6. **Annex** **F** - Performance Security; and,
      7. **Annex G**– 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.

1. Goods/Services Supplied

2.1. The Supplier agrees to supply the Goods to IOM when requested by Purchase Order (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex B, in accordance with the Technical Specifications outlined in Annex C and in line with the delivery schedule outlined by each Purchase Order.

2.2 IOM does not warrant that any quantity of Goods will be purchased during the term of this Agreement.

2.3 The Supplier agrees to supply the following incidental services (the **“Services**”): [*add or delete as required*]

1. Performance or supervision of on-site assembly and/or start‑up of the supplied Goods;
2. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
3. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
4. Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
5. Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.

2.5 If any United Nations (“UN”) entity wishes to avail of goods and services which are of the same type as the Goods and Services through their own contracting formats, the Supplier shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Goods and Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

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

2.8 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. [OPTIONAL: The Supplier shall report stock levels to IOM every [insert number] months.] If the stock of the Supplier is temporarily depleted, the Supplier shall immediately inform IOM in writing of the depletion and the estimated date when said items are expected to be back in stock.

1. Charges and Payment

3.1 The total price for each supply and delivery of Goods and any Services under this Agreement is determined by each Purchase Order in accordance with the Price Schedule in Annex B (the “**Price**”).

3.2 The Supplier shall invoice IOM upon completion of each delivery in accordance with this Agreement and the relevant Purchase Order. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice for each delivery will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order [*add or delete as required*]

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

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Branch: |  |
| Bank Account Name: |  |
| Bank Account Number: |  |
| Swift Code: |  |
| IBAN Number: |  |

3.5 The Price specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement. IOM shall not be charged for the cost of previous storage of any Goods or related costs.

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

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

3.8 The Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.

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

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

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

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

1. Delivery

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

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

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

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

1. Performance Security (for Purchase Orders over USD 300,000)

5.1 If any Purchase Order exceeds a value of USD 300,000, 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 30 (thirty) days from the completion of Supplier’s obligations under relevant Purchase Orderfollowing which it will be discharged by IOM.

1. Inspection and Acceptance

6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

6.3 IOM shall have 30 (thirty) calendar days after receipt of the Goods to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. IOM’s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery. At the request of IOM, the Supplier will replace some or all rejected Goods at the Supplier’s cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier’s account), or hold rejected Goods for disposition at Supplier’s risk and expense.

6.4 The Supplier agrees that IOM’s payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.

6.5 The Supplier agrees that any acceptance of the Goods and Services by IOM does not release the Supplier from any warranty or other obligations under this Agreement.

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

1. 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.

1. 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.

1. Warranties
   1. The Supplier warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
   2. The Supplier warrants that all Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement. All Goods and Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
   3. IOM shall promptly notify the Supplier in writing of any claims arising under any warranty contained in Articles 9.1 or 9.2 of this Agreement. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM. IOM’s continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of any of IOM’s rights regarding the Supplier’s warranty.
   4. The Supplier further represents and warrants that:
2. It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
3. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
4. In all circumstances it shall act in the best interests of IOM;
5. No official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
6. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
7. The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
8. It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
9. The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier’s other customers;
10. The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.
11. 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.
12. 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.
13. 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 Supplier 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.
    1. The Supplier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminator or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Supplier shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:
14. 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;
15. 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;
16. 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;
17. 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;
18. 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;
19. 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.
    1. The Supplier further warrants that it shall:
20. 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.
21. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
22. 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.
23. Ensure that the SEA provisions are included in all subcontracts.
24. Adhere to above commitments at all times.
    1. 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 Supplierall losses suffered by IOM in connection with such breach.
25. 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 the said written approval, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Supplier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Supplier remains liable as primary obligor and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

1. Force Majeure

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

11.2 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

11.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

1. 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.

1. 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.

1. Confidentiality

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

14.2 Notwithstanding the previous paragraph, IOM may disclose 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.

1. 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]

1. 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.

1. 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 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. Status of IOM

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

1. 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 Supplieris 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.

1. 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.

1. Termination and Re-procurement

21.1 IOM may terminate or suspend any Purchase Order or this Agreement, in whole or in part, at any time with written notice to the 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.

1. 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.

1. 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.

1. 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.

1. Special Provisions (Optional)

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

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

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

|  |  |  |
| --- | --- | --- |
| *For and on behalf of*  The International Organization for Migration |  | *For and on behalf of*  [Name of Supplier] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

1. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)