



IOM International Organization for Migration
 OIM Organisation Internationale pour les Migrations
 OIM Organización Internacional para las Migraciones

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REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)

To : _____
 Project: _____
 Ref. No.: _____
 Date : _____

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of *the procurement of Emergency Shelters and Non-Food Items*, the IOM invites interested eligible Suppliers to submit Quotations for the **Supply (a), transportation and delivery (b), and for warehousing in Darfur localities (c)** of Emergency Shelter and Non-Food Items (ES/NFI).

In detail:

1. Description of Goods and Additional Services requested:

a.) List of items to be supplied

Item No.	Item Description (*)	Quantity	Unit
1	Tarpaulin "Plastic Sheet" 4x6 yards	10,000	Each Pack of 5 pieces
2	Rigid Jerry Can 18 Liters	10,000	
3	Sleeping mat Size 180cmx90cm	20,000	Each bundle of 20 pieces
4	Single Blanket 200cmx220cm	20,000	Each bundle of 50 pieces
5	Kitchen set 27 pieces	10,000	

(*) *Detailed Technical Specifications are provided in General Instructions to Suppliers annexes*

First Purchase Order will be issued at the date of signature of the contract, with expected delivery within 21 days.

b.) Transportation and delivery – per KIT (**)

KIT quantity	To Locality
4,000	El Fasher – North Darfur, Sudan
2,500	El Geneina – West Darfur, Sudan
2,000	Nyala – South Darfur, Sudan
1,500	Khartoum, Sudan – delivery requested at IOM Sudan Warehouse

(**) Items will be composing standard KITS. Detail of KITS for transportation and delivery will be provided within the Purchase Order

c.) Warehousing in Darfur localities

#	Locality	Description
1	El Fasher, North Darfur	Warehousing service requested from delivery date to distribution date
2	El Geneina, West Darfur	Warehousing service requested from delivery date to distribution date
3	Nyala, South Darfur	Warehousing service requested from delivery date to distribution date

2. Indicative Timetable

Supply and additional services as detailed in paragraph 1 are tentatively scheduled and requested as follows:

Deadline for submission of tenders	Thursday 15 th September 2016	17:00 a.m. (Republic of Sudan time)
Informative session for explanation of GIS – Khartoum (not mandatory)	Thursday, 8 th September 2016	10:00 a.m. (Republic of Sudan time)
Tender opening session and evaluation – Public session open to Bidders	Sunday 18 th September 2016	10:00 a.m. (Republic of Sudan time)
Tentative forecasted date for the signature of the contract	Tuesday 27 th September 2016	16:00 (Republic of Sudan time)
Tentative schedule for delivery (*) – Khartoum site at IOM Warehouse	By 18 th October	(*) 21 days from signature of the contract
Tentative schedule for delivery – Darfur sites at Supplier warehouses	By 20 th October	

A complete set of Bidding Documents is available for issuance to Interested Bidders at *IOM Sudan office in Khartoum* from the 8th to 15th of September 2016.

Attached to this RFQ is GIS, inclusive of Instructions to Suppliers, Technical Specifications and Administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

All suppliers must submit a sample of ONE ES/NFI kit with the quotation (kindly label all samples). A complete set of RFQ and GIS documents are available for issuance to Interested Bidders at IOM Sudan Office: *Manshia [Gerief West], P.O. Box8322, House No. 1/38, Block G.*

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

Bidders are strongly encouraged to carefully review and acknowledge all instructions to Suppliers, to fulfill with mandatory requirements for Bids submission. At the scope, **Bidders are kindly invited to an Explanatory Session aiming to provide with clarifications about context and specifications on Supply and Additional Services requested, to be held at**

IOM offices on Thursday 8th September 2016, starting from 10.00 a.m. Attendance to the explanatory session is NOT mandatory requirement for valid submission of the Bid.

Submission must be done in hand at IOM Offices, addressed to Sabatina ROSSIGNOLI (RMO) at IOM Khartoum Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan Tel: +249 156554600/1/2 I Fax: +249 156554605, COB September 18th 2016.

Very Truly Yours,

Abdelaziz Mohamed

Procurement Staff/Focal Point

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Supply and Additional Services

IOM request prospective suppliers to submit quotation for the supply, delivery **and warehousing** of Emergency Shelter and Non Food Items (ES/NFIs) as follows:

a.) List of items to be supplied

Item No.	Item Description (*)	Quantity	Unit
1	Tarpaulin "Plastic Sheet" 4x6 yards	10,000	Each Pack of 5 pieces
2	Rigid Jerry Can 18 Liters	10,000	
3	Sleeping mat Size 180cmx90cm	20,000	Each bundle of 20 pieces
4	Single Blanket 200cmx220cm	20,000	Each bundle of 50 pieces
5	Kitchen set 27 pieces	10,000	

b.) Transportation and delivery – per KIT (**)

KIT quantity	To Locality
4,000	El Fasher – North Darfur, Sudan
2,500	El Geneina – West Darfur, Sudan
2,000	Nyala – South Darfur, Sudan
1,500	Khartoum, Sudan – delivery requested at IOM Sudan Warehouse

(**) *Items will be composing standard KITS. Detail of KITS for transportation and delivery will be provided within the Purchase Order*

c.) Warehousing in Darfur localities

#	Locality	Description
1	El Fasher, North Darfur	Warehousing service requested from delivery date to distribution date
2	El Geneina, West Darfur	Warehousing service requested from delivery date to distribution date
3	Nyala, South Darfur	Warehousing service requested from delivery date to distribution date

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM:

- in writing at the following address

Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan Tel: +249 156554600/1/2 I Fax: +249 156554605

- by email, by writing at the following address: *ldossantos@iom.int*

IOM will respond to any request for clarification received on or before **14th September 2016, 17:00 PM**. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

All bids submitted must comply with following requirements and must include all documents hereby listed:

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Samples of all Items mentioned in paragraph 1a. List of Items to be supplied
- b.) Quotation Form (Annex A)

- c.) Price Schedule Form (Annex B)
- d.) Technical Specifications Form (Annex C)
- e.) Vendor Information Sheet (Annex D), inclusive of all requested documents as per REQUIREMENT CHECKLIST
- f.) Proforma Contract ¹ or PO Standard Terms and Conditions (Annex E), signed for ACKNOWLEDGMENT only
- g.) Proforma Bank Guarantee for Advance Payment (Annex F)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents as above listed must be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in English and prices must be quoted in both US Dollars (USD) and Sudanese Pounds (SDG), exclusive of VAT. Prices indicated on the Quotation Form shall be inclusive of insurance cost to final destination.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract from date of signature to 31st January 2016 included, and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of 60 calendar days, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or

¹ If applicable in lieu of Purchase Order.

Technical Specifications [include this clause only if relevant-usually for high value equipment].

10. Submission of Quotations

Quotation must be submitted in a sealed envelope. The Supplier must seal the original and copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to Sabatina ROSSIGNOLI (RMO) at IOM Khartoum Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan Tel: +249 156554600/1/2 I Fax: +249 156554605

Quotations must be submitted in sealed envelope bearing only:

- a) Above mentioned address, with mention “at the attention of”
- b) Clear legible reference to Title of the procedure
- c) The words “not to be opened before Opening session”
- d) Name of the Bidder

Quotation shall be submitted by hand to the above address on or before Thursday 15th September 2016, 17:00 PM. **Late² Quotations will not be accepted.** For this purpose, Bidders submitting envelopes will be requested to sign a submission log duly kept.

11. Additional information before the deadline for submission of Quotations

In order to provide Bidders with clear explanation of Content of Quotation documents, an **informative session - open to all interested participants - will be held at IOM Sudan, in Gerief West [Manshiya], House No.1/38, Block G, Khartoum, Sudan, with the aim to clarify how to fill in properly all requested documents.**

The explanatory session, conducted by IOM Sudan Procurement Department Supervisor and Project Coordinator, will be held on **Thursday 08th September 2016, at 10.00 a.m.** Attendance of the information session is **NOT** mandatory.

12. Opening of Quotations.

Opening Session will take place on **Sunday 18th September 2016 at IOM Offices** at the presence of the Contractors who wish to attend. All received bids will be opened at IOM Sudan Office: *Manshia [Gerief West], P.O. Box8322, House No. 1/38, Block G.*

13. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

14. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;

² Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Supplier unopened. The date and time of submission of the Quotation shall be recorded. A quotation submission log shall be prepared for the purpose.

- (b) The supplier fails to provide requested sample;
- (c) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM
- (f) the offered price is above the approved budget
- (g) The offer is made after the deadline listed under general instructions to suppliers

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

15. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including transportation and warehousing requirement
- (c) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail. To facilitate examination, evaluation and comparison, the Evaluation committee may ask each bidder, for individual clarifications.

16. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

17. Award of Contract

The Supplier that has submitted the best "Value for Money" Quotation, according to criteria listed in above mentioned paragraph 14. "Evaluation of Quotations" - substantially responsive to the requirements of this General Instruction - and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

The Bid Evaluation and Analysis Committee (BEAC) will not necessarily choose on the basis of lowest price alone but will award one of received offer on the basis of value for money, price, quality, compliance with international norms, and rapid

delivery capacity. The experience of the tenderer in performing similar contracts will be favorably evaluated during the selection.

A score system based on 60% price evaluation and 40% non-price evaluation will be used to evaluate tenders will be applied. Non-price evaluation will consider factors such experience, professional and personnel capacity, financial strength, capacity in delivering requested services within scheduled deadlines. Of these non-price elements experience, capacity to deliver and financial strength will be scored highly.

18. Delivery Site and timeframe

Transportation, Delivery and warehousing in site is requested as follows:

- The supplier will supply IOM with **4,000 ES/NFIs, in El Fasher**, North Darfur, Sudan, at the warehousing site provided by the supplier, at the presence of IOM Sudan staff for acceptance of goods (*Focal person: Mohamed Adam ABDULKARIM*)
Tentative delivery schedule: **by 20th October 2016 or within COB 1 month** from signature of the agreement and issuance of Purchase Order
- The supplier will supply IOM with **2,500 ES/NFIs in El Geneina**, North Darfur, Sudan at the warehousing site provided by the supplier, at the presence of IOM Sudan staff for acceptance of goods (*Focal person: Bashir OMER*)
Tentative delivery schedule: **by 20th October 2016 or within COB 1 month** from signature of the agreement and issuance of Purchase Order
- The supplier will supply IOM with **2,000 ES/NFIs in Nyala**, North Darfur, Sudan at the warehousing site provided by the supplier, at the presence of IOM Sudan staff for acceptance of goods (*Focal person: Faiza IDRIS*)
Tentative delivery schedule: **by 20th October 2016 or within COB 1 month** from signature of the agreement and issuance of Purchase Order

Warehousing in above listed Darfur localities is requested during delivery and distribution period, thus from 18th October 2016 to 31st December 2017.

- The supplier will supply IOM with 1,500 ES/NFIs in Khartoum, Sudan, at IOM Sudan warehouse located in Khartoum South Industrial Area, Khartoum, at the presence of IOM Sudan staff for acceptance of goods (Focal person: Lorena DOS SANTOS)
Tentative delivery schedule: **by 18th October 2016 or within COB 1 month** from signature of the agreement and issuance of Purchase Order

19. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 18 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

20. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered³, after deduction of 10% retention (to be liquidated upon completion of distribution and Report on good quality of items provided from Project Coordinator).

IOM may grant an advance payment equivalent to maximum of **10%** of the Contract Amount upon submission of a claim and a Bank Guarantee for the equivalent amount valid until the goods are delivered and in the form provided in Annex E.

The bank guarantee may be waived if the advanced amount is less than USD Five Thousand Dollars (USD 5,000).

21. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer, including certification that goods are not toxic and fit for human usage. A Warranty Certificate shall be provided by the Supplier.

22. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

Annex A

³ Insert conditions if progress payment is allowed

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of *[insert description of goods]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 20_____.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Quotation for and on behalf of
_____ *[name of company]*

PRICE SCHEDULE FORM

PROJECT TITLE : _____

LOCATION : _____

REF NO. : _____

ITEM NO.	ITEM DESCRIPTION (including warehousing)	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
1	Tarpaulin "Plastic Sheet" 4x6 meters		10,000					
2	Rigid Jerry Can 18 Liters		10,000					
3	Sleeping mat Size 180cmx90cm		20,000					
4	Single Blanket 180cmx90cm		20,000					
5	Kitchen set 25 pieces		10,000					
TOTAL								

*Quoted prices should be based on the specified locations of delivery, and including warehousing

Suppliers authorized signature over printed name

TECHNICAL SPECIFICATIONS

Ref No. : _____ Item No. : _____ Item Description : _____	
Manufacturer : _____ Origin : _____ Model : _____	
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS Please - list detailed description if different from IOM specification - mention "SAME AS IOM's SPECIFICATIONS" if specifications are confirmed available
<p>Plastic Tarpaulin (quantity: 1): Grade 2 white front with blue stripes and blue/white back side plastic tarpaulin, measuring 6 by 4 meters, containing 4 to 6 eyelets on each side, weighing 4 to 5 KGs. Outer layer of the plastic is polyethylene laminated with an inner woven black/blue polyethylene and a backside made of polyethylene lamination sheet containing 4 A4 logos (2 IOM and 2 donor logos to be specified prior to shipment to distribution point).</p> <p>Kitchen set (quantity: 1): containing 27 pieces; 5 stainless steel mugs, 2 aluminum pots with lid (1 7L and 1 5L), 5 table stainless steel spoons, 3 stainless steel bowls, 1 stainless steel knife with plastic handle, 1 stainless steel serving spoon, in a cardboard box dimensions adjusted to fit all kitchen set contents, packaged with tape and 4 plastic straps, marked IOM logo on two sides.</p> <p>Single plastic sleeping mat (quantity: 2):</p>	

<p>measuring 180cmx90cm, made of tightly woven polypropylene weighing approximately 800g per mat.</p> <p>Single blanket (quantity: 2): Woolen blanket, measuring 200cmx220cm, gray color, weighing an estimated 2 to 3 KG per blanket, packed in bales of 20. All blankets must be printed with IOM A3 logo on the centre.</p> <p>Jerrycan (quantity: 1): rigid 18L, UV treated white color with IOM A4 logo market on the left side.</p>	
<p>Additional services: Warehousing in South, West and North Darfur</p>	<p>a. Yes b. No</p>
<p>Additional services: Transportation of items to South, West and North Darfur</p>	<p>a. Yes b. No</p>

Supplier's authorized signature over printed name

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____
Fax No. _____
E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Retailer | <input type="checkbox"/> Computer Hardware |
| <input type="checkbox"/> Trader | <input type="checkbox"/> Importer | <input type="checkbox"/> Service Bureau |

Site Development/
Construction

 Consultancy

 Others _____

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt
of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____

Bldg and Street _____

City _____

Country _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Account No. _____

Swift Code _____

Iban Number _____

Key Personnel & Contacts *(Authorized to sign and accept PO/Contracts & other commercial documents)*

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

TO BE SIGNED AS PER ACKNOWLEDGEMENT ONLY

FPU.SF 19.18

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist 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 (“IOM”) 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

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.

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); and*
- e) Annex E - Performance Security.*

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

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2.2 The Supplier agrees to supply the following incidental services (the “**Incidental 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.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental 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, after deduction of 10% for retention

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 Payments shall be made in *[currency] (currency code)* by bank transfer to the following bank account of the Supplier:

[bank account details]

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 IOM shall be entitled, without derogating from any other right it may have, to defer 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 Incidental Services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: *[insert place of delivery]* on *[insert delivery date]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental 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 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate 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 a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security *(applicable for contracts over USD250,000)*

- 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, in the vent the suppliers requires for and advanced payment.
- 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.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

- 6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased 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. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. 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.
- 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 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 they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

7. Adjustments

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

8. Packaging

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

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this 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. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 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/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 this warranty.
- 9.4 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.
- 9.5 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.
- 9.6 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 shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or

practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

- (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.

9.7 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 favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

9.8 The above warranties survive the expiration or termination of this Agreement.

10. Assignment and Subcontracting

10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon 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 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. 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 the subcontractor and IOM. The Supplier remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

11. Force Majeure

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, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

12. Independent Contractor

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of IOM.

13. Audit

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

14. Confidentiality

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 or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

15. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

[Full name of the Supplier]

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

16. Dispute Resolution

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

16.2. In the event that the dispute, controversy or claim 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 internationally accepted general principles of law and by the terms of the present 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.

17. Use of IOM's Name

The official logo and name of IOM may only be used by the Supplier in connection with this Agreement and with the prior written approval of IOM.

18. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

19. Indemnification 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 Goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

20. Waiver

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

21. Termination and Re-procurement

21.1 IOM may terminate 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.

22. Severability

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

23. Entirety

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

24. Special Provisions (Optional)

Please read carefully the attached Annex "Humanitarian Aid Guidelines for Procurement"

25. Final Clauses

25.1 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.

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

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
[Full name of the Supplier]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

BANK GUARANTEE FOR ADVANCE PAYMENT

To: [name and address of IOM Mission]

Contract Name: [insert name of Contract]

Gentlemen:

In accordance with the provisions of the General Instruction, Article No. 19 (“Payment”) of the above-mentioned Contract, [name and address of Supplier] (hereinafter called “the Supplier”) shall deposit with [insert name of IOM Mission] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee in words and figure].

We, the [Bank name and address] as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of IOM Mission and address] on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding [amount of Guarantee] [amount in words and required currency].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between [name of IOM Mission and address] and the Supplier, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until [name of IOM Mission and address] receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____