



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

REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹

Ref. No.: RFQ2017.0001
 Date : 24 February 2017

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.

IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of [Various Non Food Items \(NFI\)](#).

EXW NAIROBI - VENDOR MANAGED WAREHOUSE

Lot Number	Item Description	Material Code	QTY
Lot 1	BLANKETS 150X200CMS	1100000019	5,000-10,000
Lot 2	KITCHEN SETS POTS/PANS	1100000026	1,000
Lot 3	SLEEPING MATS 1.8X0.90M	1100000027	5,000
Lot 4	MOSQUITO NETS 190X180	1100000028	1,000-5,000
Lot 5	BUCKETS 14LTR	1100000020	500-2,000
Lot 6	PLASTIC SHEET TARPS ROLLS	1100000054	100
Lot 7	SHEET PLASTIC 4X6M	1100000013	5,000-10,000

With this RFQ is the GIS which include the 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.

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.

Very truly yours,

Joan D. Madarang
 Sr. Field Procurement Assistant
 Global Procurement and Supply Unit

[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 Goods and Requirements

IOM request prospective suppliers to submit quotation for the supply and delivery of Various Non Food Items (NFI) to be stocked at Vendor's Nairobi Bonded warehouse – as Vendor Managed Inventories (VMI).

EXW NAIROBI - VENDOR MANAGED WAREHOUSE

Lot Number	Item Description	Material Code	QTY
Lot 1	BLANKETS 150X200CMS	1100000019	5,000-10,000
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Additional required services to be rendered:

- a) Vendor should establish and reserve for “IOM” physical stocks in accordance with the Scope of Requirements enclosed in Annex A , within the shortest possible time limit, not to exceed 4 weeks from contract signature.
- b) Vendor agrees to hold physical stock at their own warehouse/ premises as per Annex A– free of charge and ready for dispatch within 48 hours from Notice of Stock-release from IOM for dispatch to different field missions;
- c) Vendor will maintain quality assurance procedures acceptable to IOM and shall allow full access and guarantee full cooperation and support to IOM personnel and/or technical consultants duly appointed by IOM, for the purpose of conducting various inspections/quality checks to ensure that items provided under this RFQ are fully certified and compliant with all the specifications contained within this RFQ;
- d) Vendor will confirm that there will be NO additional charges for any loading/releasing of stocks /exportations.

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 E) to establish their eligibility together with the Quotation(technical and financial offer).

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 :

*Joan Madarang at email address jmadarang@iom.int and
Global Procurement and Supply Unit at email address gpsu@iom.int*

IOM will respond to any request for clarification received on or before *01 March 2017, 15:00 HRS Manila Time*. 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.

Any other clarification received after this date will no longer be entertained.

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. RFQ Documents

9.1 Quotation Documents

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

- a.) Scope of Requirements (Annex A)
- b.) IOM Technical Specifications (Annex B)
- c.) Technical Offer (Annex C)
- d.) Price Schedule Form (Annex D)
- e.) Vendor Information Sheet (Annex E)

- f.) Contract Template or PO Standard Terms and Conditions (Annex F)
- g.) Proforma Bank Guarantee for Advance Payment (Annex G)

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

9.2 Quotation Form

The Quotation Form (Annex C & Annex D) and other required documents shall 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.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *30 calendar day*, 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 E) 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 Technical Specifications.

10. Submission of Quotation Documents

Quotation should be sent via email to jmadarang@iom.int and gpsu@iom.int. Attachments must not exceed *2MB* and must be submitted on or before *08 March 2017, 15:00HRS Manila Time*. Late Quotations will not be accepted. Quotation must be submitted using the Annexes provided. Quotation not conforming to the requested format may not be taken into consideration.

Quotation shall comprise the following two sets of documents:

- a. Technical Proposal (Annex C)**
- b. Financial Proposal (Annex D)**

10.1 TECHNICAL OFFER AND CONTENT

The Technical details of the items required by IOM can be found in **Annex B**, can be downloaded from IOM website.

http://www.iom.int/sites/default/files/our_work/Shelter/documents/IOM%20Logistics%20Emergency%20catalogue%20Dec%202016%20lores.pdf

Items will be evaluated for Technical Acceptance through:

- a. **Material Certification**
- b. **Visual Inspection**

10.1.A Phase1 - Laboratory Testing

- a. The supplier should have certificate / report from the approved laboratories listed below, confirming that the item(s) offered conforms to the technical specifications stated in **Annex B – “Technical Specifications”**. This means that test results should meet all specifications / parameters on the sample sent at the laboratories and certificate / report has been issued as of 2015-2016;

The list of accepted laboratories:

Lot Number	Item Description	Laboratory
Lot 1	BLANKETS 150X200CMS	IFTH – Institute Francais du Textile et d l’Habillemenement 25 rue Alfred Werner- BP72076-68059 MULLHOUSE CEDEX2 http://www.ifth.org/ OR CENTEXBEL Technologiepark 7 BE-9052 ZWIJNAARDE http://www.centexbel.be/
Lot 2	KITCHEN SETS POTS/PANS	
Lot 3	SLEEPING MATS 1.8X0.90M	
Lot 4	MOSQUITO NETS 190X180	
Lot 5	BUCKETS 14LTR	
Lot 6	PLASTIC SHEET TARPS ROLLS	
Lot 7	SHEET PLASTIC 4X6M	

10.1.B Phase 2 – Visual Inspection

Suppliers that can successfully provide the requested certificate from accepted Laboratories mentioned above in 4.1 for their item(s) shall submit two (2) samples to IOM at address below:

International Organization for Migration
 28th Flr Citibank Tower
 Paseo De Roxas Makati City
 Philippines, 1226

Indicate the RFQ Reference Number [RFQ 2017.0001](#) and note that all expenses associated to the submission of samples should be paid by Supplier.

10.1.C Reference Sample through the course of the Agreement

Upon conclusion of this RFP, awarded suppliers must submit two (2) sample per product as reference samples for this Contract to be shared with IOM Inspection Company, IOM warehouses and field operations to serve as reference to ensure consistency through the course of the Agreement. All expenses associated should be covered by the supplier.

Please note that IOM shall not return any submitted samples.

10.1.D Additional Content of the Technical Offer

10.1.D.a Past experience and References:

Suppliers shall provide summary of past projects providing similar relief items, as applicable with other United Nation agencies or other humanitarian organizations. Suppliers shall provide least of three clients wherein you are currently supplying similar relief items. For each client, please list the following:

- a. Name and Address of Organization
- b. Contractual period
- c. Focal contact person

10.1.D.b Certificate of Origins:

Suppliers shall provide Certificate of Origin per product with details regarding factory where product was manufactured. This COO must be included in all;

- a. Samples delivered for laboratory testing and visual inspection;
- b. Samples delivered as reference samples under this RFP (see para. 4.3 above);
- c. Products delivered with the regular Purchase Orders.

10.1.D.c Details of Production Facilities:

Suppliers shall provide digital color pictures of respective facilities/factories. In case of several factories, pictures must be submitted per each factory. This will be used for identification purposes only and will not be used as basis for assessment.

Picture set	Picture Object	Number of Pictures
1	From outside of the Main facility/factory	3
2	From the production line and main equipment while being operated to manufacture product	4
3	The quality control equipment used during reception, production and final quality check	3
4	The laboratory facility and equipment and/or any external laboratory used	3
5	The packing and loading equipment areas	2
6	The logistics equipment used for handling cargos	3
7	The social and common areas including cafeteria, restroom facilities for staff/manpower	5
8	The health and safety facilities	3
9	The management facilities	2
	Total Number of Pictures	28

These are the minimum pictures of interest. Feel free to submit additional pictures with relevance. Pictures must be in Word File (4pictures per A4page).

10.1.D.d Quality Management System

- a. Suppliers are required to submit their respective Quality Management System (e.g. ISO) for each facility in which items are produced, including quality manual, quality policy and information describing the processes applied for the manufacturing of the items. If supplier is a trader, mandatory that they submit the above information regarding each factory.
- b. Provide summary of quality assurance mechanism in place at each facility location where items are manufactured to ensure products are consistent with the Technical Specifications (AnnexD)

10.1.D.e Packing, Container Usage and Palletization details

The technical offer shall include the packing and transport options (e.g. weight, volume, etc) Suppliers must optimize container space usage and encouraged to propose alternative option should there be improved container utilization.

10.1.D.f Production Capacity and Delivery Capacity

The supplier shall state declare the annual production capacity of the factories for each product and that can be made available to IOM. The supplier shall declare the mobilization time, ex-stock quantity and quantities available after two, four, six and eight weeks or more (specify) of production lead time for each product.

10.1.D.f Shelf-life and Useable LifeSpan

The supplier shall clearly recommended shelf life of the product and the recommended usable lifespan of the product.

10.1.D.g Batch and Supplier Identification Marks

The successful supplier are expected to be attached non-removable and permanent marking on each individual item to identify the production batch and supplier.

10.1.D.h Warranty/ Guarantee

The offer should include for each item the defects and liability period (minimum) with term of warranty/guarantee. This should be valid from date of goods distributed to beneficiaries.. A Warranty Certificate shall be provided by the Supplier.

10.2 FINANCIAL OFFER and CONTENT

10.2.a The language of the Financial Offer shall be in *English* and prices shall be quoted in **US Dollars or USD**, exclusive of VAT.

The financial offer is to be submitted as per the Price Schedule Form (Annex C). Offers submitted using different price representation will not be accepted. The

language of the Quotation shall be in **English** and prices shall be quoted in **US Dollars or USD**, exclusive of VAT.

Prices indicated on the Price Schedule shall include the shipping/delivery cost using Exworks (EXW) Nairobi- VMI Incoterms 2010

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract 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.

10.2b Overall Offer: The supplier must submit an overall offer in USD. Offers not following the requested format (Annex D) will not be accepted.

The complete details (**price and origin**) should be clearly specified in the overall offer:

Indicate clearly the minimum and maximum **leadtime** for

- a. Producing each item ready for shipment
- b. Delivery of items to Vendor Managed Warehouse

Other important details must also be clearly indicated:

- Net prices after Discount reduction;
- Country of manufacture and location of warehouses;
- Guarantee period;
- Production capacity (daily, weekly and monthly);
- Storage capacity and stock availability in warehouses;
- Full packaging details:
 - Packaging type
 - Weight (net and gross)
 - Dimensions and volume
- Total number of items per container (20ft DC, 40ft DC and 40ft HC);
- Total number of items per stacking (for palletized);
- Recommended shelf life of the product ;
- Recommended usable lifespan of the product.

The offer must be submitted with the supplier's official letterhead to clearly identify the company and must be duly signed/stamped by authorized representative.

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. 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.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) 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 Supplier does not accept IOM's contract terms and conditions

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.

14. Evaluation of Quotations

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

- (a) **Completeness and responsiveness of the documents based on the submitted Vendor Information Sheet (VIS) and other supporting documents.**

This involves consideration of several factors such as company profile, financial standing, core business, track record, experience, staffing, Corporate Social Responsibility among others and can be followed later by performance evaluation such as

- Random / periodic quality control of products
- Timely delivery / Responsiveness
- Corporate Social Responsibility
- Quality Management System

- (b) **Compliance with technical specifications including delivery requirement and the financial offer and its content requirements**

All offers from qualified suppliers will be evaluated based on:

- Suitability and acceptance of samples submitted
- Compliance with the established IOM technical specifications
- Unit Cost EXW (loose and palletized shipments)
- Production capacity
- Warranty / Guarantee (considering given minimum periods)
- Other requirements set out in this RFQ

Reference is made to the Technical Proposal and Price Schedule Form (Annexes C and D). The Evaluation will be made on technical and financial basis. The percentages assigned to each component are ascertained in the following:

14.1 Technical Evaluation

14.1.1 The technical proposals of Supplier shall be evaluated based on PASS/FAIL criteria. Suppliers must PASS all criteria outlined per below table.

Technical Evaluation Table (per lot)

Criteria	Evaluation
4.2 Evaluation of Sample Submitted Visual / tactile inspection	Pass/Fail
4.4.2 References Relevant references from clients (organizations) including supplier performance records included in Section 4.4.2	Pass/Fail
4.4.5 Quality Management System of the Supplier A. Quality Manual, Quality Policy and any recognized quality accreditation B. Quality Assurance Mechanisms in place	Pass/Fail
4.4.8 Delivery Capacity after two, four, six and eight weeks or more with supporting historical records	Pass/Fail
4.4.9 Warranty/Guarantee (minimum: as indicated in Section 4.4.9)	Pass/Fail

14.1.2 After completion of the Technical Proposal evaluation, IOM shall notify those Suppliers whose proposal were considered non responsive based on the Technical Evaluation Table, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

14.1.3 IOM shall simultaneously notify the Suppliers that have passed the Technical Criteria.

14. Financial Evaluation

The Financial Proposal of Suppliers who passed the technical evaluation shall be opened. The Supplier with the lowest financial offer per lot or combination of lots will be invited for negotiation.

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.

15. Award of Contract

The awards will be made on Lot basis (per lot or combination of lots). A sample Long Term Agreement contract is attached as Annex F. 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.

16. Post Qualification and Quality Assurance

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 may conduct ocular inspection of the office, plant and equipment.

16.1 Audit of Manufacturing Facility / Warehouses

Prior and/or after signing the Long Term Agreement, a supplier production facility evaluation may be performed to ascertain if supplier will meet the acceptable standards. This may include but is not limited to standards such as:

Social standards as defined in the UN Global Compact;
Respect for the Convention of the Rights of the Child;
ISO9000 for Technical Competence and Quality Assurance.

The audit may include Facility Information, Organization, Capacity, Machineries and Equipment, Quality Assurance System, Raw Material Storage, Supply Chain, Research and Development, Environment among others.

It is mandatory that Supplier will submit Social Audit Compliance Report by an Internationally Accredited Inspection Agency and audit should be covering:

- Labour (Child / Forced Labour)
- Working hours;
- Health and Safety;
- Legal and Licenses;
- Environmental Systems;
- In Factory – Quality Control and Inspection System.

Upon review of the report if deemed necessary, IOM to visit the supplier's production facility.

16.2 Inspection and Acceptance

Goods are subject to inspection and or testing by IOM or any designated representatives to the extent practical at all time and places, prior to final acceptance of IOM. The inspection will be done with the basis of industry-accepted standard MIL-STD 105E (ANSI / ASQC Z1.4, ISO 2859-1, NF06-022, BS 6001, DIN 40080) in accordance with Acceptance Quality Limit (AQL).

The basis for any Random Sampling Inspection will be single sampling plan, special inspection level S1 or S4 as the quality of the products increases or diminishes in accordance with ISO 2859-1.

The acceptability of a lot shall be ascertained by the use of the sampling plan/s mentioned above.

IOM shall have reasonable time (not greater than 60days from custom clearance) from the delivery of the items at the final destination to inspect, accept or refuse those not conforming to the terms and conditions of the Long Term Agreement or the reference Purchase Order.

Payment from IOM does not imply acceptance of the products or services. Failure to inspect and accept or reject goods will not relieve the supplier from responsibility for non-conforming goods.

IOM may also conduct a random sampling of the goods (at supplier's warehouse or prepositioned locations) on periodic basis. If any items are found substandard from the required specifications, then Supplier shall bear the cost of the laboratory testing and shall replace the items all at his own expense. Liquidated damages will also be applied for late dispatch/deliveries for such cases.

16.3 Quality and compliance with specifications

IOM endeavors to deliver quality goods to all migrants and beneficiaries with their dignity, health and safety as the highest priority. Therefore as general rule, those goods not compliant to required specifications will be rejected immediately. There will be penalty clauses that will be specified in the Long Term Agreement to cover those non-compliant goods.

It is also mandatory for suppliers to submit together with their offers, a summary of their Quality Assurance policies and describe how they will maintain the Quality of their items throughout the course of the Long Term Agreement.

16.4 Non-Conforming Items

All expenses associated with visual and laboratory inspections for those items found non-compliant will be covered by the Supplier including the related penalties.

Supplier must include a certificate of compliance for all deliveries and indicate production batch number, production date, the relevant test/inspections completed to that particular batch.

17. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery site/s:

Nairobi, Kenya
Vendor Managed Warehouse

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 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. Also, Any delay in dispatch of reserved stock within 48-hours requirement is subject to a penalty payment of 0.1% of the price of the undelivered goods (EXW basis) for every day of breach of the delivery schedule. And further costs associated such as storage, demurrages, transport waiting time will be charged to supplier account. For any Quality issues, potential disputes and inconsistency of the items, Any additional inspection costs, and the applicable penalty clauses (equivalent percentage of the rejected quality attribute), will all be charged to the vendors/suppliers/manufacturers.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered².

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 Ten Thousand Dollars (USD10,000).

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. 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

Scope of Requirements/ SOP

IOM has almost 200 field missions globally procuring thousands of Non-Food Items annually, mostly for beneficiary-use, and for supporting various operational requirements. To ensure all goods are within high quality standard, with competitive pricing and delivered efficiently, IOM expects to establish an agreement with one or more qualified vendor/s which can provide products and services listed below:

Schedule of Requirements

1. After signing the “Contract”, the “Vendor” will complete the order once IOM has confirmed such by email and not to exceed 4 weeks from contract signature.
2. The “Vendor” warrants that the stockpile will be completed and ready for physical inspection by IOM or its Quality Control Agent on or before 4 (four) weeks from contract signature. Vendor shall provide their respective in-house quality certificates, to certify conformity of the delivered products to the required technical specifications. IOM reserves the right to inspect the stockpile at any time itself or via its contracted Quality Control Agent. IOM or its Quality Control Agent may take a physical inventory of products in the stockpile and retrieve samples for testing purposes.
3. Any stock conforming to the technical specifications agreed will be accepted by “IOM” as “physical stock”
4. Upon request from IOM (hereafter as the requestor) , the “Vendor” should establish and reserve for “IOM” physical stocks of Non-Food Items (NFIs) in accordance with the list of items enclosed.
5. “IOM” may choose to release the “Identified Stock” at any time. “IOM” will notify “Vendor” in writing (by Stock Withdrawal Request Form) and include a list of the required items.
6. The Vendor should provide Regular Inventory Reports to IOM to monitor stock levels.
7. The Vendor and “IOM GPSU” shall conduct a periodic management review in a mutual effort to ensure the highest quality and performance standards are maintained. Frequencies of the review to be mutually agreed by both parties.

Release of Payment

IOM-GPSU shall invoice IOM upon release of stocks and shall be due 30(thirty) calendar days from receipt and approval of invoice.

TECHNICAL SPECIFICATIONS**Annex B**

Ref No. : _____ Item No. : _____ Item Description : _____	
Manufacturer : _____ Origin : _____ Model : _____	
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Tarps (4m x 6m) refer to IOM Logistics Emergency Catalogue page 25 (Annex F)	
Blankets 150x200cms refer to IOM Logistics Emergency Catalogue page 11 (Annex F)	
Kitchen Sets Pots/Pans IOM Logistics Emergency Catalogue page 19 (Annex F)	
Sleeping Mats 1.8x0.90M refer to IOM Logistics Emergency Catalogue page 17 (Annex F)	
Mosquito Nets 190x180 refer to IOM Logistics Emergency Catalogue page 23 (Annex F)	
Buckets 14LTR refer to IOM Logistics Emergency Catalogue page 13 (Annex F)	
Plastic Sheet Tarps Rolls refer to IOM Logistics Emergency Catalogue page 25 (Annex F)	

PROJECT TITLE: Supply and Delivery of Various Non Food Items (NFI).
REF NO. : RFQ2017.0001

Technical Offer Form

Annex C

Lot No.	Item list	Packing details (Please also state dimension of packing)	Annual production capacity	Delivery capacity after 2 week	Delivery capacity after 4 weeks	Delivery capacity after 6 weeks	Delivery capacity after 8 weeks	Delivery capacity after (other) weeks	Shelf Life	Usable lifespan	Place of inspection	Country and place of manufacturing	Warranty/guarantee period	Assurance from manufacturer on capacity availability	Comments
1	Item 1														

Suppliers authorized signature over printed name

Annex D

PRICE SCHEDULE FORM

PROJECT TITLE: Supply and Delivery of Various Non Food Items (NFI).

REF NO. : RFQ2017.0001

Item No.	Description of Goods	Country of Origin	Qty/Unit	Unit Price (EXW)	Transportation/ Handling Cost	Total Price per Item

Suppliers authorized signature over printed name

Annex E

VENDORS 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
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> 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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Signature

Printed Name

Printed Name

Position/Title

Position/Title

Date

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

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

--	--	--	--	--	--	--

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.

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.
- 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)

Due to the requirements of the Donor financing the Project, the Implementing Partner 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]

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

Signature

Name
Position
Date
Place

For and on behalf of
[Full name of the Supplier]

Signature

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: _____