

**Annex – I QUOTATION FORM- Standard Forms**

*[Location, Date]*

To:  
Logistics & Procurement Unit  
International Organization for Migration  
No.11 Haile-Selassie Street,  
Asokoro, Abuja

Ladies/Gentlemen:

We, the undersigned, offer to provide **Office Supply and Consumables** in accordance with your Request for Quotation (RFQ) dated ..... *[Insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for a period of one (1) year. This amount is exclusive of the local taxes. Our Financial Proposal shall be binding upon us subject to the modifications resulting from LTA negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

- a) Three (3) Months
- b) Six (6) Months
- c) One (1) Year

We acknowledge and accept the IOM right to supply Office supplies and Consumables relating to our Proposal irrespective of whether we enter into a framework agreement with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Goods/Service Providers(ITC), Terms of Reference (TOR), the Draft Framework Agreement, the Provisions relating to the eligibility of Goods/Service Providing Firms, any and all bulletins issued and other attachments and inclusions included in the RFQ sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,  
Authorized Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**Annex – II PRICE SCHEDULE**

<b>S/N</b>	<b>ITEM DESCRIPTION</b>	<b>BRAND/SPECIFICATION</b>	<b>UNIT</b>	<b>CURRENCY</b>	<b>UNIT PRICE</b>
1	Nescafe Golden blend Decafe Coffee)		Packet	Naira	
2	Liquid Milk (3ltrs)		Packet	Naira	
3	Peak Powder Milk		Packet	Naira	
4	Lipton Tea		Packet	Naira	
5	Table Box Tissues		Packet	Naira	
6	Nescafe Gold blend Coffee		packet	Naira	
7	Cube Sugar		packet	Naira	
8	Melitta Coffee Filters (Pck)		packet	Naira	
9	Cway Water Bottles		packet	Naira	
10	Eva Water Bottles (1.5ltrs)		packet	Naira	
11	Nestle Water Bottles (75cl)		packet	Naira	
12	Black Bin Liners (Pck)		packet	Naira	
13	White small Bin liners		packet	Naira	
14	Harpic		packet	Naira	
15	Parazone Toilet Bleach		packet	Naira	
16	Airwick Gel Toilet Freshners		packet	Naira	
17	Washing Sponges		packet	Naira	
18	Morning Fresh washing liquid (L)		packet	Naira	
19	Ariel/Omo Detergent (L)		Packet	Naira	
20	Vim		Pieces	Naira	
21	Toilet tissues		Pieces	Naira	
22	Hand wash		Pieces	Naira	
23	Mortein Insecticide		Pieces	Naira	
24	Dettol Sanitizers spray		Pieces	Naira	
25	Cleaning Towels		Pieces	Naira	
26	APC Surge protector Extension Box		Pieces	Naira	
27	FIBRE PILLOW		pieces	Naira	
28	BED SHEET FOR 4X5FT BED SIZE		pieces	Naira	
29	DUVET for beds		pieces	Naira	
30	MOSQUITO NET		pieces	Naira	
31	back Pack (bag for Laptop) original		pieces	Naira	
32	Transperent Take away pack		Packet	Naira	
33	Tower Gold pot (size 1-5 set)		set	Naira	
34	Cups with cover		set	Naira	

35	Knife		set	Naira	
36	Plastic Drainer		Pieces	Naira	
37	40 CL 5 ALIVE DRINK		pieces	Naira	
38	60CL BOTTEL WATER		pieces	Naira	
39	60G NASCO BISCUIT		pieces	Naira	
40	Plate washing sponge		pieces	Naira	
41	Plastic tray		pieces	Naira	
42	Small Serving Tray		packet of 12	Naira	
43	Small Glass cups		packet of 12	Naira	
44	Tea set (Milk/Sugar Container)		packet of 50	Naira	
45	Coffee Maker		packet of 50	Naira	
46	Toaster		packet of 50	Naira	
47	Airport Flask (Hot Water)		packet of 12	Naira	
48	Flat Plates		Pieces	Naira	
49	Side Plates		Pieces	Naira	
50	Coffee Mugs		Pieces	Naira	
51	24 Piece Cutlery Set		packet of	Naira	
53	Wastebin (Basket)		Pieces	Naira	
54	Moppig buckets 12 ltrs		pieces	Naira	
55	Mopper with stick		pieces	Naira	
56	Dust bin medium size		pieces	Naira	
57	Kleansol big size 2 ltrs		Carton	Naira	
58	Buckets 15 ltr		pieces	Naira	
59	Big bathing towel		pieces	Naira	
60	Small bathing towel		pieces	Naira	
61	Cleaning gloves		pieces	Naira	
62	Moppig buckets 12 ltrs		pieces	Naira	
63	Mopper with stick		pieces	Naira	
64	Dust bin medium size		pieces	Naira	
65	Kleansol big size 2 ltrs		Carton	Naira	
66	Buckets 15 ltr		pieces	Naira	
67	Big bathing towel		pieces	Naira	
68	Small bathing towel		pieces	Naira	
69	Cleaning gloves		pieces	Naira	
70	Microwave		Packet of 100	Naira	
71	Kettle		wraps of 3	Naira	
72	Coffee Canister		packet of 12	Naira	
73	French Press		Pieces	Naira	
74	Dish Rack		Pieces	Naira	
75	Teacups with Saucers		Pieces	Naira	

76	Disposable Plastic Cups		Pieces	Naira	
77	Energy Saving Bulbs		Pieces	Naira	
78	85 watt Energy Saving Bulbs		Pieces	Naira	
79	Kitchen Towels/Napkins		Pieces	Naira	
80	Energy Saving Bulbs		Pieces	Naira	
81	85 watt Energy Saving Bulbs		packet	Naira	
82	Kitchen Towels/Napkins		packet	Naira	
83	Coca-Cola pet bottle 50cl		Pieces	Naira	

**Annex - III Bidder Certification**

I HEREBY CERTIFY THAT:

I, \_\_\_\_\_ (print name), \_\_\_\_\_ (title), of  
\_\_\_\_\_ (print firm name) possess the legal authority to  
sign and submit this bidding document

Also I certify the following

1. I read and understood the articles of the Request for Proposal (RFP) and its annexes
2. I read the vendor code of conduct of IOM Nigeria and agreed its terms and condition by under signing on it
3. I certify that the information provided in the vendor information sheet and is true and correct

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

By: \_\_\_\_\_ (print name of Authorized Representative)

\_\_\_\_\_ (signature of Authorized Representative)

## Annex – IV Vendor Code of Conduct



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#### **1. Foreword**

The following guidelines aim to provide clear summary of IOM's expectation from the vendors in all procurement dealings, ensuring that internationally recognized procurement ethics are followed.

Moreover, with IOM's strict policy on transparency and accountability in all procurement transactions, this document aims to and urges all vendors to adhere to the highest ethical procurement standards.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of vendor's capabilities.**

Vendors are strongly urged to familiarize themselves with this Code of Conduct which will ensure successful working relations with IOM.

#### **2. IOM Nigeria Policy on Corruption and Position on Conflict of Interest**

IOM expects all contracted vendors and those companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Vendors or potential vendors must strictly comply with all laws and regulations on bribery, corruption and prohibited business practices.

IOM requires that vendors maintain and observe the highest ethical standards. Vendors or potential vendors:

- Shall not, directly or indirectly, offer to any IOM officer or employee money, goods or a

service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favor which qualifies as corruption;

- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff member any gratuity for the benefit of/or at the direction or request of any officer or employee of IOM;
- Immediately inform the IOM Chief of Mission in the event that any employee or manager of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- Immediately declare if any of their staff and/or officers had or have any relative employed with IOM in Nigeria. Failure to make such declaration shall be construed as conflict of interest and might result in the exclusion of the vendor from present and future procurement processes and other legal action as deemed fit by the Organization.

### **3. Representation from Vendors**

IOM expects all its vendors to honestly declare and warrant that:

- It will comply with all legislation, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other vendors or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The vendor possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

### **4. Applicability of the Code of Conduct**

It is IOM's expectation that all vendors, their employees, sub-contractor or any other entity acting on behalf of them when dealing with IOM, comprehensively understand and adhere to the Code of Conduct at all times.

### **5. Requirements for Vendors**

All vendors are expected to adhere to the principles and policies prescribed in this Vendor Code of Conduct. In fulfilling these responsibilities, all vendors, their employees dealing with IOM, their sub-contractors and any other representatives dealing on their behalf with IOM must:

- Read and understand the Vendor Code of Conduct;
- Report possible violations of the Vendor Code of Conduct by informing the Head of the Procurement Unit or IOM's Chief of Mission of any situation causing the vendor to operate in violation of the Code of Conduct; and
- Cooperate fully in any investigation.

IOM will do its utmost to deal only with vendors who themselves adopt and adhere to the Vendor Code of Conduct and/or any other policy or code of conduct that aims to promote similar principles as described in the Vendor Code of Conduct. In this respect, IOM will closely monitor

the performance of its vendors and will take necessary action in cases where is in breach or is believed to be in breach with this Code of Conduct or any other contractual obligation.

## **6. Monitoring compliance to the Code of Conduct**

To facilitate the monitoring of vendors' compliance with this Code of Conduct, IOM expects vendors to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the vendor's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of vendor locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

## **7. Secure Communication Channels**

To encourage self-policing of the Code of Conduct, IOM has established a secure communication channel to enable the vendors to raise their concerns confidentially and responsibly.

If the vendor has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Concerned Individual ("Vendor") is encouraged and should contact IOM by sending an e-mail to ([feedback-nigeria@iom.int](mailto:feedback-nigeria@iom.int)).

IOM will not tolerate any retribution or retaliation by anyone against a concerned individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated STRICTLY CONFIDENTIAL AND SECURE.

## **8. DISCIPLINARY ACTIONS**

Breaches of the Code of Conduct may result in actions being invoked against that vendor, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the vendor in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on vendor includes, but is not restricted to:

- Formal warnings – informing that the continued non-compliance will lead to more severe actions;
- Penalties;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;



- Immediate termination of contract, without recourse; and/or
- Preclusion from tendering or any other form of contracting for any work in the supply chain, for a specified period. These preclusion actions may be restricted to tender opportunities associated with IOM for lesser breaches, or in more severe cases, may be applied for IOM and all its subsidiaries and associate companies.

Issued by

IOM Procurement Staff: \_\_\_\_\_

Location: \_\_\_\_\_

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

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

Acknowledgment and Acceptance:

This is to certify that I have fully read the Vendor Code of Conduct attached. Having fully read and understood the completed requirement of this Vendor Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

**Annex – V Vendor Information Sheet**



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

GPSU.SF-19.6

**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.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

### 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	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)		
4	Technical specification of the devices and work schedule		
5	Implementation methodology and approach		
6	List of all contracts entered into for the last 3 years		
6	Any others		

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

**Annex – VI Format of Curriculum Vitae**

**Format of Curriculum Vitae (CV) for Proposed Professional Staff**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member and authorized representative of the firm]* Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**Annex – VII Pro-forma Contract**

*GPSU.SF.19.20*

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

**SERVICE AGREEMENT**  
**Between**  
**the International Organization for Migration**  
**And**  
*[Name of the Service Provider]*  
**On**  
*[Type of Services]*

This Service Agreement is entered into by the **International Organization for Migration**, Mission in *[XXX]*, *[Address of the Mission]*, represented by *[Name, Title of Chief of Mission etc.]*, hereinafter referred to as “**IOM**,” and *[Name of the Service Provider]*, *[Address]*, represented by *[Name, Title of the representative of the Service Provider]*, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction and Integral Documents**

The Service Provider agrees to provide IOM with *[insert brief description of services]* 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 Terms of Reference*
- (d) Annex D - Accepted Notice of Award (NOA)*

**2. Services Supplied**

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

*[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]*



- 2.2 The Service Provider shall commence the provision of Services from *[date]* and fully and satisfactorily complete them by *[date]*.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

### 3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM's receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider's bank account details]*.
- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

### 4. Warranties

- 4.1 The Service Provider warrants that:
  - (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
  - (h) 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;
  - (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not

accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider further warrants that it shall:

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

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

## 5. Assignment and Subcontracting

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

## 6. Delays/Non-Performance

6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 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.

## 7. **Independent Contractor**

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

## 8. **Confidentiality**

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

## 9. **Intellectual Property**

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

## 10. **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: [\[Name of IOM contact person\]](#)

[\[IOM's address\]](#)

Email: [\[IOM's email address\]](#)

### **[Full name of the Service Provider]**

Attn: [\[Name of the Service Provider's contact person\]](#)

[\[Service Provider's address\]](#)

Email: [\[Service Provider's email address\]](#)

## **11. Dispute resolution**

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.

## **12. Use of IOM Name**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

## **13. Status of IOM**

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

## **14. Guarantee and Indemnities**

- 14.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 14.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service

Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

#### **15. 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.

#### **16. Termination**

16.1 IOM may terminate this Agreement at any time, in whole or in part.

16.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

#### **17. 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.

#### **18. Entirety**

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

#### ***19. 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]*

#### **20. Final clauses**

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

20.2 Amendments 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*

*For and on behalf of*

The International Organization  
for Migration

*[Full name of the Service Provider]*

Signature

Signature

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*Name*

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*Name*

*Position*

*Position*

*Date*

*Date*

*Place*

*Place*