



International Organization for Migration (IOM)

The UN Migration Agency

*IOM Nigeria, Lagos sub-office*

**REQUEST FOR QUOTATIONS (RFQ)  
AND  
GENERAL INSTRUCTION TO SUPPLIERS (GIS)<sup>1</sup>**

To : Eligible Toner/Cartridge Supplier  
 Title of work : Authorized HP/Canon Cartridge Supplier for Lagos & Benin Office for 1 year period  
 Ref. No. : NG20-2020-LTA-1\_Toners supply  
 Date : 6th February, 2020

The International Organization for Migration (IOM), the UN Migration Agency is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM invites interested eligible authorized suppliers of HP and Canon cartridges to submit Quotations for the **“Toner/Cartridge Supplies for Lagos and Benin Office for a 1 year period”**

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>
1	80A Black HP	Each
2	78A Black HP	Each
3	305A Black HP	Each
4	305A Yellow HP	Each
5	305A Magenta HP	Each
6	305A Cyan HP	Each
7	201A Black HP	Each
8	201A Magenta HP	Each
9	201A Cyan HP	Each

10	201A Yellow HP	Each
11	307A Cyan HP	Each
12	307A Yellow HP	Each
13	307A Black HP	Each
14	307A Magenta HP	Each
15	410A Cyan HP	Each
16	410A Yellow HP	Each
17	410A Black HP	Each
18	410A Magenta HP	Each
19	26A Black HP	Each
20	Canon C-Exv 33	Each
21	Canon C-Exv 50	Each
22	30A Black HP	Each
23	131A Black HP	Each
24	131A Magenta HP	Each
25	131A Cyan HP	Each
26	131A Yellow HP	Each

Suppliers should keep in mind that cost includes delivery to Benin and Lagos.

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow to prepare and submit their quotation for consideration by IOM.

The bid Validity shall be 1 year (one year) from the date of bids opening (as a rule, next business day after submission deadline): it should be clearly stated in the bid. **Prices should be indicated in NGN, without VAT. Delivery period should be clearly stated.** Short delivery term might be considered as advantage.

Duly signed Proposals should be put into the sealed envelope and must be delivered on or before **12:00, February 14, 2020**, to the following address:

NG20-2020-LTA1-cartridges to Lagos and Benin offices  
*International Organization for Migration (IOM)*  
*Mission in Nigeria, Lagos sub office*  
*Procurement Office*  
*1 Isaac John Str., Lagos, Nigeria*

Proposals **must be registered** in the bids registry. **Proposals not registered in the bid registry will be rejected.**

**Applications submitted after the deadline shall not be accepted.**

Only Upon IOM request shall a Supplier deposit duly signed and stamped **electronic versions** of the Quotation documents on a file hosting service (Dropbox, One Drive, etc.) and shall send the link of the folder containing quotation to [IOMLagosTenders@iom.int](mailto:IOMLagosTenders@iom.int) without which such bid will be disqualified. The subject line of the e-mail containing the link for the electronic bid download shall clearly indicate the following: NG20-20-LTA\_cartridges with full Supplier name – Electronic Quotation.

Please address questions in writing to the following email [colua@iom.int](mailto:colua@iom.int) keeping [IOMLagosTenders@iom.int](mailto:IOMLagosTenders@iom.int) and [izavertana@iom.int](mailto:izavertana@iom.int) in CC while specifying in the subject line: “NG20-2020-LTA– **Cartridge Supplier Services** - [Bidder’s name] – Clarification request (attn. Chibuzo Oluwa)” not later than 2 (two) working days prior to deadline for submission.

IOM reserves the right to accept or reject any quotations, 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 Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM’s action.

Very truly yours,

**Procurement Staff**  
IOM Nigeria

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)**

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**1. Description of Service**

IOM request prospective authorized Cartridge and or Toner Supplier, hereinafter referred to as the “Bid Supplier”, to submit quotation for provision of the above mentioned as per below listed:

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>
1	80A Black HP	Each
2	78A Black HP	Each
3	305A Black HP	Each
4	305A Yellow HP	Each
5	305A Magenta HP	Each
6	305A Cyan HP	Each
7	201A Black HP	Each
8	201A Magenta HP	Each
9	201A Cyan HP	Each
10	201A Yellow HP	Each
11	307A Cyan HP	Each
12	307A Yellow HP	Each
13	307A Black HP	Each
14	307A Magenta HP	Each
15	410A Cyan HP	Each
16	410A Yellow HP	Each
17	410A Black HP	Each
18	410A Magenta HP	Each
19	26A Black HP	Each

20	Canon C-Exv 33	Each
21	Canon C-Exv 50	Each
22	30A Black HP	Each
23	131A Black HP	Each
24	131A Magenta HP	Each
25	131A Cyan HP	Each
26	131A Yellow HP	Each

Suppliers should keep in mind that cost includes delivery to Benin and Lagos.

## 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 anything 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

4.1 Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation. Detailed list of the eligible countries is given in the Practical Guide to contracting procedures for European Union external actions (PRAG), Annex A2a.

4.2 Suppliers **must prove valid authorized partnership with HP/Canon.**

#### 5. Cost of Preparing the Quotation

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

#### 6. Errors, omissions, inaccuracies and clarifications

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

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

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

Please address questions in writing to the following email [colua@iom.int](mailto:colua@iom.int) keeping [IOMLagosTenders@iom.int](mailto:IOMLagosTenders@iom.int) and [izavertana@iom.int](mailto:izavertana@iom.int) in CC specifying in the subject line: "NG20-2020-LTA\_Cartridge Supplier Services- [Bidder's name] – Clarification request

(attn. Chibuzo Oluq)" not later than 2 (two) working days prior to deadline for submission.

Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

## **7. Confidentiality and Non-Disclosure**

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

## **8. IOM's Right to accept any Quotation and to reject any and all Quotations**

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

## **9. Requirements**

### **9.1 Quotation Documents**

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

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Vendor Information Sheet (Annex C)
- d.) Framework Agreement (Annex E) – for information purpose only
- f.) Bank Guarantee for Advance Payment (Annex F) - for information purpose only

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

### **9.2 Quotation Form**

The Quotation Form (Annex A) and other required documents 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.

The language of the Quotations shall be in English and prices shall be quoted in NGN (Nigerian Naira), exclusive of VAT.

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.

### 9.3 Validity of Quotation Price

The Quotation shall remain valid for a period of **twelve (12) months**, after the deadline for submission.

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

### 9.4 Documents Establishing Supplier's Eligibility and Qualification

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

In the case of a Supplier not doing Minibusbusiness 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

Duly signed and stamped original provision of the quotation with all the supporting documents shall be enclosed **in sealed envelopes** and submitted as follows:

NG20-2020-LTA1-cartridges to Lagos and Benin offices  
*International Organization for Migration (IOM)*  
*Mission in Nigeria, Lagos sub office*  
*Procurement Office*  
*1 Isaac John Str., Lagos, Nigeria*

Proposals **must be registered** in the bids registry. **Proposals not registered in the bid registry will be rejected.**

**Applications submitted after the deadline shall not be accepted.**

Only Upon IOM request shall a Supplier deposit duly signed and stamped **electronic versions** of the Quotation documents on a file hosting service (Dropbox, One Drive, etc.) and shall send the link of the folder containing quotation to [IOMLagosTenders@iom.int](mailto:IOMLagosTenders@iom.int) without which such bid will be disqualified. The subject line of the e-mail containing the link for the electronic bid download shall clearly indicate the following: NG20-20-LTA with full Supplier name – Electronic Quotation.



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**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 offered price is above the approved budget;
- (g) the Contractor refuses to accept arithmetical corrections.

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 mentioned in 9.1 points
- (b) Compliance with technical specifications
- (c) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**15. Post Qualification**

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

#### **16. Award of Contract**

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

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

The contract resulting of the RFQ shall be based on the IOM contract template indicated in Annex F of this RFQ.

#### **17. Delivery Site and Period of Delivery**

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

[IOM Nigeria, Lagos office, 1 Isaac John Street, GRA, Ikeja, Lagos or  
3 Aideyan Street Off Ihiana GRA, Benin, Edo State. All in Nigeria](#)

Delivery period shall be within [14 calendar days](#) upon signing of the Purchase Order or Contract

#### **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.

#### **19. Payment**

Payment shall be made only upon IOM's acceptance of the service, and upon IOM's receipt of Supplier's invoice indicating the IOM Way Bill(s) the invoice corresponds to and a copy of the IOM Way Bill that covered the shipment signed by the Consignee, confirming the delivery of the goods in good order condition to the point of destination.

#### **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 as well as the list of authorized service maintenance centers.

#### **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

QUOTATION FORM

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

To : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the General Instruction for the **Cartridge Supplies to Various Locations for the 1 Year**, the receipt of which is hereby duly acknowledged, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to provide the services in accordance with the prices set out in the Price Schedule. I further certify that my company shall guarantee the prices contained in the Price Schedule for the period of 1 year from the date of the signing of the contract.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

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

Annex B

PRICE SCHEDULE FORM

Title of work : Cartridge Supplies to IOM  
 Ref No. : NG20-2020-LTA\_ Cartridge Supplies

S/N	DESCRIPTION	unit measure	Q-ty	Price, NGN	Country of origin
1	80 Black HP	Each	1		
2	78A Black HP	Each	1		
3	305A Black HP	Each	1		
4	305A Yellow HP	Each	1		
5	305A CYAN HP	Each	1		

6	305A Magenta HP	Each	1		
7	201A Black HP	Each	1		
8	201A Cyan HP	Each	1		
9	201A Yellow HP	Each	1		
10	201A Magenta HP	Each	1		
11	307A Cyan HP	Each	1		
12	307A Yellow HP	Each	1		

13	307A Black HP	Each	1		
14	307A Magenta HP	Each	1		
15	401A Cyan HP	Each	1		
16	410 Yellow HP	Each	1		
17	410A Black HP	Each	1		
18	410A Magenta HP	Each	1		
19	26A Black HP	Each	1		
20	Canon C-Exv 33	Each	1		

21	Canon C-Exv-50	Each	1		
22	30A Black HP	Each	1		
23	131A Black HP	Each	1		
24	131A Magenta HP	Each	1		
25	131A Cyan HP	Each	1		
26	131A Yellow HP	Each	1		



Annex C

VENDORS INFORMATION SHEET (VIS)

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

**VENDOR INFORMATION SHEET (VIS)**

Name of the Company \_\_\_\_\_

Address  Leased  Owned Area: \_\_\_\_\_sqm

House No \_\_\_\_\_  
Street Name \_\_\_\_\_  
Postal Code \_\_\_\_\_  
City \_\_\_\_\_  
Region \_\_\_\_\_  
Country \_\_\_\_\_

Contact Numbers/Address

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

Location of Plant/Warehouse  Leased  Owned Area: \_\_\_\_\_sqm

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Minibusiness Organization  Corporation  Partnership  Sole Proprietorship

Minibusiness License No.: \_\_\_\_\_ Place/Date Issued: \_\_\_\_\_ Expiry Date \_\_\_\_\_

No. of Personnel \_\_\_\_\_ Regular \_\_\_\_\_ Contractual/Casual \_\_\_\_\_

Nature of Minibusiness/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 Minibusines: \_\_\_\_\_

Complete Products & Services

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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	Minibus 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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Date

**FOR IOM USE ONLY**

Purchasing Organization \_\_\_\_\_

Account Group \_\_\_\_\_

Industry  001  002  003

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

Vendor Type  Global  Local



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

**AGREEMENT FOR THE RECURRING 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”), an organization part of the United Nations system, of [insert address] represented by [insert Name, Title of Chief of Mission], hereinafter referred to as “IOM,” and [Name of the Supplier] of [insert address], represented by [insert Name, Title of the representative of the Supplier], hereinafter referred to as the the “**Supplier**” on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

**1. Introduction and Integral Documents**

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

**2. Goods/Services Supplied**

- 2.1. The Supplier agrees to supply the Goods to IOM when requested by Purchase Order (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex B, in accordance with the Technical Specifications outlined in Annex C and in line with the delivery schedule outlined by each Purchase Order.
- 2.2 IOM doesn’t warrant that any quantity of Goods will be purchased during the term of this Agreement.
- 2.3 In the event of any advantageous technical changes and/or downward pricing of the Supplies during the duration of this Agreement, the Supplier shall notify IOM immediately. IOM shall consider the impact of any such event and may request an Amendment to the Agreement.



- 2.4 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.
- 2.5 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.6 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.
- 2.7 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. If the stock of the Supplier is temporarily depleted, the Supplier shall inform IOM in writing when said items are expected to be back in stock.

### **3. Charges and Payment**

- 3.1 The total price for each supply and delivery of Goods and any Incidental Services under this Agreement is determined by each Purchase Order in accordance with the Price List in Annex B (the “**Price**”).
- 3.2 The Supplier shall invoice IOM upon completion of each delivery in accordance with this Agreement and the relevant Purchase Order. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice for each delivery will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order  
[add or delete as required]
- 3.4 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 each Purchase Order in accordance with the Price List (Annex B) is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement. IOM shall not be charged for the cost of previous storage of any Goods or related costs.
- 3.6 IOM shall be entitled, without 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.

- 3.7 The Price List (Annex B) shall remain valid for a period of at least [enter period, preferably at least one year]

#### 4. Delivery

- 4.1 The Goods shall be delivered to [insert place of delivery or state "to the place outlined by each Purchase Order"] according to the delivery schedule in each Purchase Order. The cost of delivery is deemed included in the Price specified in each Purchase Order and the Price List (Annex B). The Incidental Services as described in Article 2.4 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.4 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 per cent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

#### 5. Performance Security (applicable for Purchase Orders with value over USD 300,000)

- 5.1 If any Purchase Order exceeds a value of USD 300,000, the Supplier shall furnish IOM with a performance security (the "Performance Security") in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier's faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier's liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until 30 (thirty) days from the completion of Supplier's obligations under relevant Purchase Order 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 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 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 procurement of this Agreement;
  - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements 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 Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.
  - (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive

wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Supplier determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response.

9.7 The Supplier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminator or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Supplier shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
- (e) an obstructive practice, defined as (i) deliberately destroy, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

9.8 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.

9.9 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, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee, 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**

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

14.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Supplier and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name

and locality/address of the Supplier and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## 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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued



confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

#### **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 or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

#### **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

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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: \_\_\_\_\_