

**REQUEST FOR QUOTATIONS (RFQ)
AND
GENERAL INSTRUCTION TO SUPPLIER/SERVICE PROVIDERS (GIS)¹**

To : Eligible Supplier/Service providers
 Project : IOM Emergency Response Programs in Nigeria
 Title of work : One-Year Long Term Agreement for the provision of Catering Services and Training Facilities within Northeast Nigeria.
 Ref. No. : RFQ-NG30-22-0079-A – for Adamawa
 RFQ-NG30-22-0079-B – for Bauchi
 RFQ-NG30-22-0079-C – for Borno
 RFQ-NG30-22-0079-D – for Gombe
 RFQ-NG30-22-0079-D – for Taraba
 RFQ-NG30-22-0079-D – for Yobe
 Date : 16th February 2022

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

In the framework of Emergency Response Programme in Northeast Nigeria, IOM invites interested eligible Service Providers to submit Quotations for One Year Long Term Agreement for the provision of *Catering Services and Training Facilities, as shown on the table below:*

S/N.	Item Description	Specification
1	Conference Hall with good air conditioning Microphone, Projector and projector screen, Flip chart stand and paper and proper/hygienic sanitation facility	With Capacity of 50 persons
2	Conference Hall with good air conditioning Microphone, Projector and projector screen, Flip chart stand and paper and proper/hygienic sanitation facility	With Capacity of 51-100 persons
3	Conference Hall with good air conditioning Microphone, Projector and projector screen, Flip chart stand and paper and proper/hygienic sanitation facility	With Capacity of 101 persons and above
4	Morning Tea Break	Tea/coffee, fried/boiled yam, potatoes, served with eggs and or kidney/lever sauce and water.
5	Lunch	Fried rice, jollof rice, white rice and stew, coleslaw, swallow and soup. All meals served with chicken or Fish + water and soft drinks.

6	Evening tea break	Snacks e.g meat pie, fish roll, samosa and cupcakes served with 1-liter juice and water alongside fruits e.g apples (all packed in a disposable bag).
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With this RFQ is the GIS which include the Instructions to Service providers, Specifications and administrative requirements that Supplier/service providers will need to follow in order to prepare and submit their quotation for consideration by IOM.

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

Report any solicitation or suspected fraud to OIGIntake@iom.int or go to <https://weareallin.iom.int/reports>

Very truly yours,

IOM Maiduguri Procurement

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 SERVICE PROVIDERS

1. Description of Goods

IOM request service providers to submit quotation for the Provision of Catering Services and Training Facilities as shown on the table below:

S/N.	Item Description	Specification	Qty	Unit Price
1	Conference Hall with good air conditioning Microphone, Projector, Flip chart stand with paper and proper hygienic sanitation facility.	With Capacity of 50 persons.	Per day	
2	Conference Hall with good air conditioning Microphone, Projector, Flip chart stand with paper and proper hygienic sanitation facility.	With Capacity of 100 persons.	Per day	
3	Conference Hall with good air conditioning Microphone, Projector, Flip chart stand with paper and proper hygienic sanitation facility.	With Capacity of 150 persons.	Per day	
4	Morning Tea Break	Tea/coffee, fried/boiled yam, potatoes, served with eggs and or kidney/liver sauce and water.	Per serving (1 plate)	
5	Lunch	Fried rice, jollof rice, white rice and stew, coleslaw, swallow and soup. All meals served with chicken or Fish + water and soft drinks	Per serving (1 plate)	
6	Evening tea break	Snacks e.g meat pie, fish roll, samosa and cupcakes served with 1-liter juice and water alongside fruits e.g apples (all packed in a disposable bag)	Per serving (1 pack)	
Total (NGN)				

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

- A Supplier/Service provider has controlling shareholders in common with another Supplier/Service provider;
- A Supplier/Service provider receives or has received any direct or indirect subsidy from another Supplier/Service provider;
- A Supplier/Service provider has the same representative as that of another Supplier/Service provider for purposes of this quotation;
- A Supplier/Service provider 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/Service provider submits more than one Quotation in this Quotation process;
- A Supplier/Service provider 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 Supplier/Service providers

Only Supplier/Service providers that are determined to be qualified shall be considered for award

5. Cost of Preparing the Quotation

The Supplier/Service provider 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.

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

Supplier/Service providers requiring any clarifications on the content of this document may notify the IOM on the following email address.

To: iommaiduguritenders@iom.int cc: twardere@iom.int and jjella@iom.int

IOM will respond to any request for clarification received on or before *16:00hrs Friday 4th March 2022*. Copies of the response including description of the clarification will be given to all Supplier/Service providers 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/Service provider in connection with this General Instruction is to be treated as strictly confidential. The Supplier/Service provider 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/Service provider 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/Service provider/s or any obligation to inform the affected Supplier/Service provider/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 Supplier/Service providers:

- a.) Quotation Form (Annex A) on bidders' letterhead
- b.) Price Schedule Form (Annex B) on bidders' letterhead
- D.) Proforma Contract ² or PO Standard Terms and Conditions (Annex C)
- c.) Vendor Information Sheet (Annex D)

Supplier/Service providers 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 and must be in bidders' letterhead. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in *English* and prices shall be quoted in Nigeria *Naira*, exclusive of VAT.

Prices quoted by the Supplier/Service provider shall be fixed during Supplier/Service provider 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 minimum period of *13 months*, after the deadline for submission.

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

9.4 Documents Establishing Supplier/Service provider's Eligibility and Qualification

The Supplier/Service provider shall furnish, as part of its Quotation, documents establishing the Supplier/Service provider'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.

10. Submission of Quotation Documents

Quotation shall be submitted on or before 18:00hrs, 9th March 2022 via the following medium:

² If applicable in lieu of Purchase Order.

- By email to iommaiduguribids@iom.int or
- Hand delivered to IOM Maiduguri Office at *No. 5 Gombole Road off Giwa Barracks, Old GRA, Maiduguri* on or *before 18:00 Hrs 9th March 2022.*

Late³ Quotations will not be accepted.

11. Opening of Quotations.

After the deadline for submission of bids, the opening of Quotations shall be carried out by IOM Bid Evaluation and Award Committee (BEAC).

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/Service provider is currently under list of blacklisted Supplier/Service providers;
- (e) the Supplier/Service provider offer imposes certain basic conditions unacceptable to IOM

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 Supplier/Service providers.

14. Evaluation of Quotations

IOM shall conduct a technical and financial evaluation of the offers per location:

- a. Technical Evaluation will be based on the below criteria:

Criteria	Point
1. Specific experience of the Service Provider relevant to the requested service: Pass/Fail	
Similar experience in Northeast Nigeria in terms of the Scope, Cost and subject matter rendered to UN Agencies and INGOs	=> 3 or more similar services with documented evidence such as Contracts, descriptive reports and Purchase orders from reputable agencies.
2. General Facility Assessment and Catering Services: Pass/Fail (To be determined during site visit)	

2.1. Hall Capacity with good air conditioning and sanitation facility.	50 – 150 participants capacity	Pass/Fail
2.2. Public Address system	To include: Microphone, Projector and projector screen, Flip chart stand and paper.	Pass/Fail
2.3. Catering Services	Experience in preparing palatable continental/local dishes under proper hygienic condition.	Pass/Fail
3. Company Registration Documents: Pass/Fail		
Company profile:	Company profile should contain the following documents: CAC and Tax remittance certificate.	Pass/Fail

b. Financial Evaluation will be based on 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/Service provider 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/Service provider'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 training facility.

16. Award of Contract

Maximum of three (3) service providers per state that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who have been determined to be qualified to perform the contract shall be selected and awarded the contract.

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

17. Delivery Site and Period of Delivery

The services shall be provided at any of the following locations:

- Adamawa State
- Bauchi State
- Borno State
- Gombe
- Taraba State

- Yobe State

Delivery period shall be as specified by IOM on the Purchase Order.

18. Liquidated Damages

If the service provider fails to deliver any or all of the goods or services 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/Service provider will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods and services and upon IOM's receipt of invoice describing the goods and services delivered⁴.

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

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/Service provider.

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.

⁴ Insert conditions if progress payment is allowed

Annex A (Should be on company letterhead)

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the *One Year Long Term Agreement for the provision of Catering services and Training Facilities*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

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

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

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

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

Dated this _____ day of _____ 20_____.

[signature over printed name]

[in the capacity of]

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

PRICE SCHEDULE FORM (Should be on bidders' letterhead)

PROJECT TITLE : Provision of Catering Services and Training Facilities

LOCATION: Adamawa, Bauchi, Borno, Gombe, Taraba, Yobe

REF NO.: _____

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DELIVERY SCHEDULE	
TOTAL						

 Supplier/Service provider authorized signature and stamp over printed name

IOM office-specific Ref. No.	
IOM Project 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**, an organization which is part of the United Nations system, 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)
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Services

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.

[Optional for Long-Term Agreements (please delete if not applicable)]

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

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

3. The Service Fee

3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).

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 The Service Fee 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:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

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 prejudice to any other rights or remedies it may have, to withhold 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) The Price specified in 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.
- (i) 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 Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (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 terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider 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 destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (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.

4.3 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.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The 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, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

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

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's 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 Service Provider shall be available for interview.

9. Confidentiality

9.1 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.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider 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 Service Provider and the amount of the contract/project to the extent as required by IOM's donors 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.

10. 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.

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

Dispute Resolution

- 12.1. 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

12. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

13. tatus of IOM

Nothing in or relating to the 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.

14. Guarantee and Indemnities

- 15.1 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.
- 15.2 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

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this

Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

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. 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. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

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

For and on behalf of
The International Organization for
Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:

Position:

Date:

Place:

Name:

Position:

Date:

Place:

Annex X
[Title]

[Attach the Annex/es and label accordingly]



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: Company _____

Other Names/Acronyms _____

Address* _____

House No _____

Street Name _____

ZIP/Postal Code* _____

City* _____

Region* _____

Country* _____

Contact Information

Company Tel/Mobile: _____

Contact Person: _____

Company Email: _____

Contact Person Position: _____

Company Website: _____

- Industry Category*:**
- 0100 - Commercial Vendors
 - 0200 - National CSOs
 - 0300 - National Government Entities
 - 0400 - International CSOs

- 0500 - International Organizations - Non-UN
- 0600 - UN entities
- 0005 - Individual Consultant/Non-Staff

- Business Type*:**
- Direct Producer/Manufacturing
 - Reseller/Distributor/Service Provider

Notes
All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
Vendor Name - should match IDs or registration documents.
If there is insufficient space, please use the Other Information section

Provide Services/Goods Internationally* Yes No

Disability-inclusive* Yes Not applicable

- Women-owned/controlled***
- At least 51% women-owned/controlled
 - Less than 51% women-owned/controlled
 - Not applicable

Product Categories (check all applicable)*

- Agriculture, Livestock and Fisheries
- Chemicals
- Clothing and Luggage
- Construction
- Consultancy and Contracted Services
- Finance and Administration
- Food and Beverage

- Fuels and Derivatives
- Furniture
- Hospitality, Events
- Insurances
- IT and Communications
- Land and Buildings
- Learning, Training and Recreation

- Legal and Investigation
- Logistics and Warehousing
- Media and Printing
- Medical, Drugs and Pharma
- NFIs – Household and Camps
- Office Equipment and Supply
- Personal Care

- Power Supply and Electric
- Quality Control and Environment
- Security
- Social and Humanitarian Services
- Tickets
- Tools and Machinery
- Vehicles and Accessories

UNGM No. _____

<https://www.ungm.org/UNUser/Home>

UN Partner Portal Reference _____

<https://www.unpartnerportal.org>

Registration Date _____

Main Country of Operations (dd-mmm-yyyy)

Licensing Auth./Type _____ **License No.:** _____ **Reg. Date:** _____ **Expiry Date:** _____
For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. *Format: Account Number-Name*)

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____



VENDOR INFORMATION SHEET

Other Information:

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____

Justification for Non-Bank Payment Method** _____

Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____
Bldg and Street _____
City _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Keys _____
Account Currency _____
Bank Account No. _____

*Depending on the country _____
Swift Code/BIC (accounts outside U.S.A.) _____
IBAN Number (mandatory for banks in Europe) _____
Clearing No. (CHF accounts in Switzerland) _____
ABA No. for ACH (USD accounts in U.S.A.) _____
Bank Branch Code _____

Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

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

Printed Name

Signature

Position/Title

Date