



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

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

To : *All Eligible Bidders*  
 Project: *One Year Long-Term Agreement – Supply of Food and Cleaning Items for the Humanitarian Hubs*  
 Ref. No.: *NG30-21-0607*  
 Date : *17<sup>th</sup> May 2021*

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

In the framework of [*The Humanitarian Hubs Project in Northeast Nigeria*], the IOM invites interested eligible Suppliers to submit Quotations for *One Year Long-Term Agreement for Supply of Food and Cleaning Items for the Humanitarian Hubs*].

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>
1	<i>One Year Long-Term Agreement for Supply of Food and Cleaning Items for the Humanitarian Hubs</i> ]. <i>See attached list.</i>	<i>Per request</i>	<i>See attached list.</i>
2			

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

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

Very truly yours,  
*IOM Maiduguri Procurement*  
 Procurement Staff/Focal Point

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<sup>1</sup> This RFQ template is for the procurement of Goods requiring a more formal selection process with cost threshold of less than USD300,000. It contains general instruction to Suppliers and applicable forms which can be modified by the Mission to suit their specific requirements.

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

## GENERAL INSTRUCTION TO SUPPLIERS (GIS)

### 1. Description of Goods

IOM request prospective suppliers to submit quotation for the supply and delivery of *[Food and Cleaning Items for the Humanitarian Hubs]*

#### CLEANING ITEMS

No.	Description	Unit	Qty	Specification
1	Insecticide (Mosquito Spray) (600ml)	Carton of 24 Tins	1	BNC or equivalent
2	Automatic Spray Air Freshener	Carton of 4 Cans	1	Airwick or Equivalent
3	Hand Wash Soap (500ml)	Carton of 12 Bottles	1	Dettol of equivalent
4	Liquid soap (floor cleaning)	5liter Gallon	1	Locally Made
5	Glass Cleaner (1 Liter)	Carton of 6 Bottles	1	Windowline or equivalent
6	Scouring powder (500g)	Carton of 8 Bottles	1	Vim or equivalent
7	Bleach - 300ml	Carton of 24 Bottles	1	Hypo or equivalent
8	Washing Machine Detergent (900g)	Pack of 4	1	Omo or equivalent
9	Fabric softening - 2Liters	Carton of 6 Bottles	1	Comfort or equivalent
10	Hand sanitizer - (500ml)	Carton of 12 Bottles	1	Septol or equivalent
11	Toilet cleaner - 725ml	Carton of 12 Bottles	1	Harpic or equivalent
12	Scotch brite	Pack of 6 Pcs	1	Morning fresh or equivalent
13	Hand towel	Pieces	1	Local
14	Box Tissue	Carton of 24 Boxes	1	Rose Belle or equivalent
15	Long tissue	Carton of 12 Rolls	1	Rose Belle or equivalent
16	Toilet paper (tissue)	Pack of 48 Pcs	1	Rose Belle or equivalent
17	Detergent - (900g)	Bag of 8 Sachet	1	Ariel or equivalent
18	Tile Cleaner - Locally Made	5Liter Gallon	1	Local
19	Tile Shiner - Locally Made	Bottle	1	Local
20	Confur (Air Freshener)	Sachet	1	Confur or equivalent
21	Naphthalene eggs (Odor repellent, big eggs)- 180g	Pack of 12 pcs	1	Confur or equivalent
22	Block Air Freshener - (63g)	Carton of 24 packs of 12 Pcs	1	Any brand
23	Plunger	Pieces	1	Any Brand with Good Rubber
24	Toilet Brush	Pieces	1	Any Brand with Good brush
25	Leather Sofa Polish	Box	1	Abro brand or equivalent

26	Sandal Wood Fresher - (750mls)	Carton of 12 Pcs	1	Rose brand or equivalent
27	Mopping Sticks	Pieces	1	Economy stick, Good Cotton with full head
28	Sweeping Brush	Pieces	1	Any Brand with Good Plastic Fibre
29	Hard Brush (Short)	Pieces	1	Any Brand with Good Plastic Fibre
30	Hand Cleaning Rag	Pieces	1	Local
31	Local Broom	Pieces	1	Local
32	Bathing Sponge	Pieces	1	Any Brand with Good Plastic Weave
33	Hard Brush (long)	Pieces	1	Any Brand with Good Plastic Weave
34	Industrial Mopping Stick	Pieces	1	Any Brand with Good Plastic Fibre
35	Mopping Buckets	Pieces	1	Any Brand with Good Plastic
36	Cob Web Brush (Long)	Pieces	1	Any Brand with Good Plastic Fibre
37	Iron Sponge	Pack of 12 Pcs	1	Any Brand
38	Sweeping Brush Soft	Pieces	1	Any Brand with Good Plastic Fibre
39	Hand Gloves (Surgical)	Box of 100 pieces	1	Longer Life brand or equivalent
40	Face Mask	Box of 100 pieces	1	Divine Care brand or equivalent
41	Industrial Hand Gloves	Pairs	1	Any Brand
42	Germicide	4 Liters Gallon	1	Izal or equivalent
43	Liquid Disinfectant (300mls)	Carton of 36 Bottles	1	Dettol or equivalent
44	Termite and Mosquito fumigating chemical	Carton of 12 bottles of 1ltr	1	D D Force or equivalent
45	Termite and Mosquito fumigating chemical	Carton of 12 bottles of 1ltr	1	Dash or equivalent
46	Termite and Mosquito fumigating chemical	Carton of 10 bottles of 1000ml	1	Best cypermethrin 10% EC
47	Termite and Mosquito fumigating chemical	Carton of 12 bottle of 1ltr	1	Perfect killer chlorpyrifos 20%EC or equivalent
48	Termite and Mosquito fumigating chemical	Carton of 200 sachet of 5g	1	Push out or equivalent
49	Termite and Mosquito fumigating chemical	Carton of 12 bottles by 1ltr	1	Sniper or equivalent
50	Termite and Mosquito fumigating chemical	Carton of 10 packs of 1kg	1	Warm force or equivalent
51	Termite and Mosquito fumigating chemical	Carton of 12 bottle of 1ltr	1	Organic liquid fertilize white FOG
52	Termite and Mosquito fumigating chemical	Carton of 200 sachet of 5g	1	Commando or equivalent
55	Termite and Mosquito fumigating chemical	Carton of 100 packs	1	Rubber band or equivalent
58	Termite and Mosquito fumigating chemical	Carton of 10 or 12 bottles of 1ltr	1	Bush/Grass burner

## FOOD ITEMS

	Description	Unit of Measure
1	Milk (Liquid, 160ml), Peak or equivalent	Carton of 24 tins
2	Ketchup (1.25liters) - Heinz or equivalent	Carton of 12 bottles
3	Juice- Chivita, 5Alive, Pure heaven, Serage, Eiq, Eva, Fute or equivalent (1liter)	Carton of 12 packs
4	Yoghurt- Country, Farm Fresh, L&Z, Jaiz, 50cl	Pack of 20 pieces
5	Sachet milk powder- 16g	Carton of 150 sachet
6	Milk (liquid low fat)-Olden burger,Dano, Peak or other equivalent (1liter)	Carton of 12 packs
7	Powder milk- Peak, Freisland, or other equivalent (400g)	Carton of 12 Tins
8	Peanut butter-100g	Carton of 12 Tins
9	Sliced bread- Umar, Jamil brand, todays super store or other close equivalent	Loaf (big)
10	Corn flakes (fruits & fiber)-360g	Carton of 12
11	Corn flakes (coco pops)-360g	Carton of 12
12	Cornflakes- Rice crispy-360g	Carton of 12
13	Cornflakes- Original-360g	Carton of 12
14	Granulated sugar-50kg	Bag
15	Mayonnaise- 946g	Carton of 12 bottles
16	White cube sugar-500g	Carton of 24 packs
17	Brown Sugar powder (500g) - Blessed Child Food brand or equivalent	Carton of 10 tins
18	Brown Sugar- cube	Carton of 20 packs
19	Jam - Streamline brand or equivalent	Carton of 12 bottles
20	Coffee (200g of 120 sticks) - Nescafe brand or equivalent	Carton of 24 packs
21	Lipton Tea- Unilever brand or equivalent (100g)	Carton of 20 packs
22	Ginger Tea (Sachet of 20pieces)-12.6oz	Carton of 40 packs
23	Lemon Tea (Sachet of 20 pieces)	Carton of 40 packs
24	Honey - Rowsa brand or equivalent(340g)	Carton of 24 pieces
25	Blue Band- Unilever brand or equivalent (450g)	Carton of 24 pieces
26	White Oats- Quaker brand or equivalent (500g)	Carton of 12 tins
27	Cheese - Cheddar brand or equivalent 200g	Carton of 24 sachet
28	Cheese- Mozarella brand or equivalent (2.5kg)	Loaf (big)
29	Cheese - President brand or equivalent 200g	Carton of 24 sachet
30	Gouda Cheese- Olden burger brand or equivalent 200g	Carton of 24 sachet
31	Rice (Basmati)	Carton of 4 sachet of 5 kg
32	Local Rice	Bag of 50kg
33	Semovita	Bag of 10 sachet of 1kg
34	Semolina	Bag of 10kg
35	Yam flour	Bag of 6kg
36	Maize grain meal	Pack of 2kg
37	Cous-Cous	Carton of 10 of 1kg pack
38	Spaghetti (Pack)	Carton of 20 packs of 500g
39	Macaroni (Pack)	Carton of 24 packs of 500g

40	Tomato Paste- 2200g	Carton of 12pcs
41	Tomato Paste- 400g	Carton of 24pcs
42	Baked Beans-415g	Carton of 12pcs
43	Baked Beans-150g	Carton of 12pcs
44	Sweet Corn	Carton of 12pcs
45	Sweet Corn	Carton of 12pcs
46	Sausage-Nepa 350g	Carton of 24
47	Sausage- Zwan 200g	Carton 24pcs
48	Mushroom- (400g)	Carton of 24pcs
49	Red Kidney Beans- (400g)	Carton of 12 tins
50	Farrow Peas-538g	Carton of 12 tins
51	Olives (Black and Green)- (356g)	Carton of 12 bottles
52	Groundnut paste	Bucket of 10kg
53	Tuna fish	Carton of 24 tins
54	Sardine	Carton of 50pcs of 125g
55	Corned beef- 340g	Carton of 24pcs
56	Chicken Peas-400g	Carton of 12pcs
57	Luncheon-Zwan (340g)	Carton of 24pcs
58	Eggs	Crates
59	Flavour	Carton of 12 packs, pack of 12pcs
60	Margarine	Carton of 40 sachets
61	Coconut flakes- 500g	Carton of 12 packs
62	Onga cooking powder or equivalent (60g)	Carton of 50 packs of 60g
63	Salt	Bag of 80packs of 250g
64	Soy Sauce-150ml	Carton of 12 bottles
66	Chilli Sauce- Ammoy brand or equivalent 150ml	Carton of 12 bottles
67	Seisemi Seeds	Bag of 10kg
68	Chilli powder	Carton of 12 packs
69	Thyme (194g) - Gel brand or equivalent	Carton of 12 tins/packs
70	Curry Powder	Carton of 10 tins/packs
71	Tumeric Powder (100g)-TRS brand or equivalent	Carton of 12 packs
72	Almond flour- 3kg	Pack of 3kg
73	Sesami Powder	Carton of 12 packs
74	Cumin Powder-100g	Carton of 12 packs
75	Coricinder Powder	Carton of 12 packs
	Coricinder Seeds	Carton of 12 parks
76	Cinnamon Powder-100g	Carton of 12 packs
77	Cinnamon Sticks-100g	Carton of 12 packs
78	Cumin Seeds-100g	Carton of 12 packs
79	Garlic powder-100g	Carton of 12 packs
80	Green Cardamon-50g	Carton of 12 sachets
81	Tandoori	Carton of 12 packs
82	Paprica	Carton of 12 packs
83	White Pepper-100g	Carton of 12 tins
84	Black Pepper (100g ) - DRS brand or equivalent	Carton of 12pcs
85	Gramassala-100g	Carton of 12pcs

86	Bay Leaf	Carton of 12 packs
87	Whole Origano-32g	Carton of 12 packs
88	Fennel seed-100g	Carton of 12 packs
89	Dried Basil	Carton of 12 packs
90	Cayenne Pepper	Carton of 12 packs
91	Mustard seed-100g	Carton of 12 pack
92	Feenugrel Seeds-100ml	Carton of 12 packs
93	Tahini	Carton of 12 packs
94	Lentile beans	Carton of 12 pack
95	Broken Rice-25kg	Bag of 25kg
96	Cloves	Bag of 5kg
97	Vegetable Oil	Carton of 4pcsof 5ltr
98	Olive Oil	Carton of 12 bottles
99	Palm Oil-(3 liters)	Carton of 4 bottles of 3ltr
100	Sesame Oil- 600ml	Carton of 6 bottles
101	Sun flour Oil	Carton of 12 bottles
102	Cling Film (Foil)- (45cm wide)	Carton of 12 roll
103	Heavy duty aluminum foil Paper- (45cm wide)	Carton of 12
104	Baking Powder-(454g)	Carton of 12 tins
105	Yeast-(500g)	Carton of 12 tins
106	Corn Flour- (400g)	Carton of 12 tins
107	Flour	Bag of 10kg
108	Bi-Carbonate of Soda- 200g	Carton of 12 bottles
109	Desiccated Coconut (Pack)	Carton of 12 packs
110	Coconut Powder	Carton of 12 packs
111	Wheat Flour	Bag of 5kg
112	Raisins- (500g)	Carton of 12 packs
113	Food colour	Carton of 12 packs of 12pcs
114	Cocoa Powder - 250g	Carton of 12 tins
115	Icing Sugar- 500g	Carton of 12 packs
116	Milk Flavor	Carton of 12 packs
117	Chocolate Milk	Carton of 12 cans
118	Condensed Milk - Top Show brand or equivalent	Carton of 12 tins
119	Coconut milk-400ml	Carton of 12 tins
120	Cashew Nut	Carton of 12 bottles
121	Almond Nut- 750g	Carton of 12 packs
122	Shallots	Bunch of 50
123	Mango	Bag of 40kg on season only
124	Banana	Bunch of 20pcs
125	Pawpaw	Bag of 30pcs in season and 20pcs off season
126	Water Mellon	Bag of 30pcs
127	Apples	Carton of 23kg, 130-150pcs
128	Pineapple	Bag of 30pcs
129	Avocado Pear	Bag of 80 pcs
130	Lamb- (whole male lamb)	18Kg
131	Goat- (whole male goat)	18Kg

132	Cow ribs	1Kg
133	Chicken	2kg
134	Beef	1Kg
135	Fresh catfish (1kg)	1Kg
136	Cow Skin (Pomo)	Kg
137	Stock Fish	Bag of 10pcs
138	Shaki (Intestine)	1Kg
139	Cray Fish	Bag
140	Dry fish	Carton of 30kg
141	Ugbono	Bag of 25kg
142	Egusi	Bag of 25kg
143	Ugu Leaves	Bunch of 5
144	Yam	Tubers of 10
145	Sweet Potatoes	Bag of 30kg
146	Plantain	Bunch of
147	Lettuce	Bunch of 50
148	Irish Potatoes	Bag of 50kg
149	Corriander	Bunch of 5
150	Egg Plant	Bag of 15kg
151	Maro	Bag of 15kg
152	Red Pepper sweet	Bag of 10kg
153	Cucumber	Bag of 7kg
154	Carrot	Bag of 7kg
155	Leaks	Bunch of 20
156	Spinach	Bunch of 20
157	Hot Pepper	Bag of 25kg
158	Brocoli	Bag of 20pieces
159	Mint Leaves	Bag of 10 bunch
160	Springs Onions	Bunch of 50
161	Onions	Bag of 50kg
162	Red Cabbage	Bag of 30pcs
163	White Cabbage	Bag of 25pcs
164	Green Beans	Bag of 5kg
165	Chinis Cabbage	Bag of 40pcs
166	Okra	Bag of 5kg
167	Colli Flower	Bag of 25pcs
168	Beetroots	Bag of 30pcs
169	Khal Leaves	40 bunch
170	Fresh Lemon	Bag of 5kg
171	Green pepper	Bag of 7kg
172	Green chilli	Bag of 5kg
173	Red chilli	Bag of 10kg
174	Celery	Bunch of 5
175	Garlic fresh	Bag of 5kg
176	Fresh tomatoes	Basket of 50kg
177	Yakuwa	Bunch of 20

178	Yellow pepper	Bag of 15kg
179	Ginger	Bag of 5kg
180	Fresh Peas	Bag of 5kg
181	Fresh Coconut	Bag of 12pcs
182	Vinegar	Bottle of 3.78 Liters
183	Vinegar- 568ml	Carton of 12 tins
184	Red Wine Vinegar (Bottle)	Bottle of 946ml
185	Apple Cyder (Bottle)	Bottle of 946ml
186	Oyster Sauce 150ml	Carton of 12 bottles
187	Toothpick	Pack of 12
188	Local Beans	Bag of 25kg
189	Rose mary	Carton of 12 pack
190	Shrimps (Larger shrimp, often labeled jumbo, extra jumbo or extra-large)	13 to 30 per pound
191	Croker fish	2kg per fish
192	Tilapia fish	2.5kg
193	Prawns (Larger prawns, often labeled jumbo, extra jumbo or extra-large)	13 to 30 per pound

## 2. Corrupt, Fraudulent, and Coercive Practices

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

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

## 3. Conflict of Interest



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

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

**4. Eligible Suppliers**

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

**5. Cost of Preparing the Quotation**

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

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

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

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

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

*[[twardere@iom.int](mailto:twardere@iom.int), [andife@iom.int](mailto:andife@iom.int)]*

IOM will respond to any request for clarification received on or before *[2 days prior to submission deadline]*. 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.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D)
- e.) Proforma Contract <sup>2</sup> or PO Standard Terms and Conditions (Annex E)

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 Quotation shall be in [\[English\]](#) and prices shall be quoted in [\[Nigerian Naira \(NGN\)\]](#), 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 minimum period of [\[12 months\]](#), from date of contract award.

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<sup>2</sup> If applicable in lieu of Purchase Order.

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.

Suppliers are required to have a groceries/food shop within Maiduguri metropolis to be considered eligible. IOM shall verify all claims in this regard.

#### **10. Submission of Quotation Documents**

Quotation must be submitted by mail to: [iommaiduguribids@iom.int](mailto:iommaiduguribids@iom.int) and shall be addressed to The International Organization for Migration (IOM) Maiduguri, Nigeria.

Quotation shall be submitted to the above email address on or before *[17:00 31<sup>st</sup> May 2021]*. Late<sup>3</sup> Quotations will not be accepted.

#### **11. Opening of Quotations.**

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

#### **12. Acceptance of Quotations.**

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

#### **13. Rejection of Quotations**

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM.
- (f) the Supplier does not have a groceries/food shop within Maiduguri metropolis.

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<sup>3</sup> Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Supplier unopened. The date and time of submission of the Quotation shall be recorded. A quotation submission log shall be prepared for the purpose.

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
- (b) Compliance with technical specifications including delivery requirement
- (c) Physical evaluation of grocery/food shop within Maiduguri metropolis
- (d) 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.

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

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

- *Red Roof Humanitarian Hub, Maiduguri.*

Delivery period shall be within *[2 days]* upon request by relevant focal persons following the 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 goods, and upon IOM's receipt of invoice describing the goods delivered<sup>4</sup>.

## **20. Warranty**

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

## **21. Settlement of Dispute**

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

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<sup>4</sup> Insert conditions if progress payment is allowed.

**QUOTATION FORM**  
**(Should be written on company letterhead)**

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

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

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

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

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

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

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

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

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

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

## PRICE SCHEDULE FORM

PROJECT TITLE : One Year Long Term Agreement for Supply of Food and Cleaning Items for the Humanitarian Hubs

LOCATION : Borno State

REF NO. : NG30-21-0607

ITEM NO.	ITEM DESCRIPTION	UNIT	SPECIFICATION	QUANTITY	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE
<b>TOTAL</b>							

---

 Suppliers authorized signature over printed name





## VENDORS INFORMATION SHEET (VIS)

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

### VENDOR INFORMATION SHEET (VIS)

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

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

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

Contact Numbers/Address

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

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

Business Organization  Corporation  Partnership  Sole Proprietorship

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

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

Nature of Business/Trade

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____

Construction \_\_\_\_\_

Number of Years in business: \_\_\_\_\_

Complete Products & Services \_\_\_\_\_  
\_\_\_\_\_

Payment Details

Payment Method  Cash  Check  Bank Transfer  Others

Currency  Loc.Currency  USD  EUR  Others

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

Advance Payment  Yes  No  % of the Total PO/Contract

Bank Details:

Bank Name \_\_\_\_\_  
Bldg and Street \_\_\_\_\_  
City \_\_\_\_\_  
Country \_\_\_\_\_  
Postal Code \_\_\_\_\_  
Country \_\_\_\_\_  
Bank Account Name \_\_\_\_\_  
Bank Account No. \_\_\_\_\_  
Swift Code \_\_\_\_\_  
Iban Number \_\_\_\_\_

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

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

\_\_\_\_\_

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

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Yes

No

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

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Trade Reference

Company

Contact Person

Contact Number


Banking Reference

Bank

Contact Person

Contact Number


## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

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

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

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

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

Received by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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	

**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

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].

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);
- f) **Annex F** - Performance Security; and,
- g) **Annex G** – IOM Terms and Conditions for European Union Funded Service Type Agreements

### 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 does not 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.

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

- 2.6 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 Supplier 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.
- 2.7 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.
- 2.8 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 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:
- 3.5 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 prejudice to any other rights or remedies it may have, to withhold 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 liquidated damages equal to 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 CONTRACTS 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 has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
  - (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 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 Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - (l) 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. The Supplier shall ensure that this requirement is included in all subcontracts.

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 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.

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 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 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, 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 Supplier 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 21 (Termination) shall apply.

## **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 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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**Full name of the Supplier**

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

[Supplier's address]

Email: [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 Name, Abbreviation and Emblem**

The official logo, emblem and name of IOM may only be used by the Supplier in connection with the Services and with the prior written approval of IOM. The Supplier acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorised use by Article 6<sup>ter</sup> of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

## **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 or suspend 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.

21.4 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 Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of this Agreement.

## 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. Final Clauses

24.1 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.

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

## 25. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Supplier 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]

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 Supplier]

Signature

Signature

\_\_\_\_\_  
Name:  
Position:  
Date:

\_\_\_\_\_  
Name:  
Position:  
Date:

Place:

Place: