



International Organization for Migration (IOM)  
The UN Migration Agency

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

Ref. No.:LTA NFI 2018

Date :\_\_26\_ April 2018

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

IOM invites interested eligible Suppliers to submit Quotations for 12 months (Twelve Months) Long Term Agreement for the supply and delivery of **Various Non Food Items (NFI)** listed below:

Item	Item Description	Material Code	Unit
1	Summer Bed sheet (M)	100000063	PCS
2	Mattresses, seize 200x80x10cm with cover ( fabric )	100000054	PCS
3	Gas cooker portable type with two candles (flames)	100000057	PCS
4	Solar Light (M)	100000063	PCS
5	Rechargeable light (M)	100000063	PCS
6	Plastic cool box capacity of 44 L	100000063	PCS
7	Plastic mat size 3 yard x 4 yard (M)	100000063	PCS
8	Rechargeable fan table	100000063	PCS
9	Jerry can 20L	100000058	PCS
10	Jerry can 10L	100000063	
11	Plastic Sheet (opaque) (M)	100000052	PCS
12	Kitchen set	100000056	SET
13	Kerosene Heater	100000063	PCS
14	Kerosene stove 10 wick	100000063	PCS
15	Carpet	100000063	PCS
16	Blanket winter	100000053	PCS

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

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 Iraq Procurement UNIT

### **GENERAL INSTRUCTION TO SUPPLIERS (GIS)**

#### **1. Description of Goods and Requirements**

IOM request prospective suppliers to submit quotations for the supply and delivery of Various Non Food Items (NFI) to 3 IOM Iraq Warehouses in Erbil, Basra and Baghdad.

<b>Item</b>	<b>Item Description</b>	<b>Material Code</b>	<b>Unit</b>
<b>1</b>	Summer Bed sheet (M)	10000063	<b>PCS</b>
<b>2</b>	Mattresses, seize 200x80x10cm with cover ( fabric )	10000054	<b>PCS</b>
<b>3</b>	Gas cooker portable type with two candles (flames)	10000057	<b>PCS</b>
<b>4</b>	Solar Light (M)	10000063	<b>PCS</b>
<b>5</b>	Rechargeable light (M)	10000063	<b>PCS</b>
<b>6</b>	Plastic cool box capacity of 44 L	10000063	<b>PCS</b>
<b>7</b>	Plastic mat size 3 yard x 4 yard (M)	10000063	<b>PCS</b>
<b>8</b>	Rechargeable fan table	10000063	<b>PCS</b>
<b>9</b>	Jerry can 20L	10000058	<b>PCS</b>
<b>10</b>	Jerry can 10L	10000063	
<b>11</b>	Plastic Sheet (opaque) (M)	10000052	<b>PCS</b>
<b>12</b>	Kitchen set	10000056	<b>SET</b>
<b>13</b>	Kerosene Heater	10000063	<b>PCS</b>
<b>14</b>	Kerosene stove 10 wick	10000063	<b>PCS</b>
<b>15</b>	Carpet	10000063	<b>PCS</b>
<b>16</b>	Blanket winter	10000053	<b>PCS</b>

Note: IOM may select only one item or more from the above list.

Additional required services to be rendered:

- a) Vendor will secure and stock the Goods in strict accordance with the specifications with the quantity specified in Annex A at its own warehouse(s) for possible purchase by IOM and agrees that, when IOM sends a Purchase Order (sample attached as Annex B) to the Supplier, the vendor will provide the Goods to IOM in good

conditions and will be available for dispatch at the agreed timeline. Each PO shall specify delivery location, which will be one of the three IOM designated warehouses. The supplier will be responsible for delivery of goods to the IOM specified WH and cost should include transport and delivery and offloading.

b) Vendor will maintain quality assurance procedures acceptable to IOM and shall allow full access and guarantee full cooperation and support to IOM personnel and/or technical consultants duly appointed by IOM, for the purpose of conducting various inspections/quality checks to ensure that items provided under this RFQ are fully certified and compliant with all the specifications contained within this RFQ;

d) Vendor will confirm that there will be NO additional charges to IOM except to the ones identified in this RFQ.

## **2. Corrupt, Fraudulent, and Coercive Practices**

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

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

## **3. Conflict of Interest**

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

- A Supplier has controlling shareholders in common with another Supplier;

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

#### **4. Eligible Suppliers**

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

#### **5. Cost of Preparing the Quotation**

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

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

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

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

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

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

#### **8. IOM's Right to Accept any Quotation and to Reject any and all Quotations**

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

## **9. RFQ Documents**

### **9.1 Quotation Documents**

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

- a.) Price Schedule Form (Annex A)
- e.) Vendor Information Sheet (Annex B)
- f.) Contract Template or PO Standard Terms and Conditions (AnnexC)
- g.) Bank guarantee on performance of 20,000 USD (Annex D) (only if you are awarded the contract )

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.

### **9.3 Validity of Quotation Price**

The Quotation shall remain valid for a minimum period of *one year*, after the deadline for submission.

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

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

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

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

Samples should be submitted to IOM WH's in Erbil, Gazna road, before 12:00 hrs 13<sup>th</sup> May 2018, and should be packed and marked with company name clearly , and financial offer to IOM office in Gulan street behind Papacido Coffee and exactly beside Hungarian Consulate by 14.00 hrs.

All offers should be submitted in closed A4 envelopes marked clearly with ( **Long Term Agreement for supply of NFI's**)

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

IOM will be reviewing the samples and decide on the accepted samples that meets minimum specifications. In case none of the items of a certain supplier is not selected then the offer will not be opened.

The committee will identify the winning supplier/s based on the cheapest price.

Any items that has a delivery schedule of more than 6 weeks for any quantity will not be considered.

## **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. The final decision of selected supplier/s should be completed by end of May 2018. IOM will not be bound to send a regret letters to the unselected vendors.

## **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 ( such as but not limited to the minimum delivery time specified in the RFQ)
- (f) the Supplier does not accept IOM's contract terms and conditions

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

## **14. Evaluation of Quotations**

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

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Acceptable sample to IOM is provided and did pass the minimum IOM requirements.
- (c) Price
- (d) ( Note: any delivery time that exceeds the minimum delivery time specified in the RFQ will not be considered).

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/s 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 and as per delivery schedule submitted in this RFQ:

- 1. IOM Warehouse, Erbil, Ainkawa, Gazna Road**
- 2. IOM Warehouse, Basra**
- 3. IOM Warehouse Baghdad**

**18. Liquidated Damages**

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, IOM may liquidate the performance bond without any justification of the vendor or/and apply 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>2</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**

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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.



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

1. IOM will notify “Vendor” in writing (by Purchase Order) and include a list of the required items.
2. Upon notification by “IOM”, The “Vendor” will identify the specific items and will then issue a Pro Forma Invoice (“PFI”) for the Identified Stock and will send it to “IOM” for onward delivery to destined IOM Warehouse. The PFI will include the following elements:
  - a. Description, quantity and cost of the Identified Stock in US Dollars.
3. The Vendor should provide Regular Inventory Reports to IOM to monitor stock levels.
4. The Vendor and “IOM Iraq” shall conduct a periodic management review in a mutual effort to ensure the highest quality and performance standards are maintained. Frequencies of the review to be mutually agreed by both parties.

### **Release of Payment**

IOM-Iraq shall invoice IOM upon Purchase Order issuance and shall be due 30(thirty) calendar days from receipt and approval of invoice.

**Annex A**

**PRICE SCHEDULE FORM / Erbil Warehouse**

**PROJECT TITLE: Long Term Agreement - Supply and Delivery of Various Non Food Items (NFI).**

**REF. : LTA for NFI 2018**

<b>Item No.</b>	<b>Description of Goods</b>	<b>Country of Origin</b>	<b>Unit Price (USD) DAP ERBIL WH</b>	<b>Delivery Lead-time(in DAYS) 500-1,000 pcs</b>	<b>Delivery Lead-time(in DAYS) 1,000-5,000 pcs</b>	<b>Delivery Lead-time(in DAYS) 5,000 pcs up</b>
1	Mattresses High: Polyurethane foam, Mattresses, local made, size; 200*80*10 with cover, 2.5 kg strong plastic zip. Packing: Packed in polyethylene bag, compressed to minimum 75% rate. packed in 6 Or compressed bales of 6 units					
2	Cooking stove: Gas Stainless steel, 46x29x7cm, Burners X2,					
3	Cooking stove: kerosene: Aluminum, Weight Approx. 1 kg, burners 10 wick, size Approx. height 18 cm, base diameter 16.5cm					
4	Solar Light AC/DC powered torch, with hand crank,60 pcs bright LED power source AC-DC 220-240V/50-60Hz .Battery: 6V1.6 Ah SEALED LEAD-ACID RECHARGABLE BATTERY, Light source 60 pcs bright LED , Duration 3 Hours/ strong/ light, 11 hours/ weak light . Dimension: 137X137x236 MM. with USB charger port for mobile phone capacity of minimum 6 hours working without charging panel size min 6.5X6.5 cm, with IOM logo printed					
5	Plastic sheet: size 4X5 m (-+5) cm, weight ( (150 gm per SM) ) UV type Color White or blue , with rings on the frame					
6	Electrical rechargeable light: Lamp with at least 2 fluorescent tubes of 6W each minimum. Flash light function is a plus. Rechargeable on the mains 220V (or 110V) The lamp should work minimum 4 hours with the 2 tubes 'ON', and 6 hours with 1 tube, on its own battery power. Switch positions: OFF, ON, STANDBY, 1 tube, 2 tubes.					

	Strong casing, shockproof from 2m high, made of plastic					
7	<p>Kitchen set - cooking &amp; serving, 24pcs including only the below:</p> <ul style="list-style-type: none"> <li>-Two Cooking pots,5l, with lid size 22,24 Turkish made,</li> <li>- Six Plates, 0.75l, melamine type</li> <li>- Six Cups, 0.3l, plastic</li> <li>- Six Spoons, table, 10ml, stainless steel</li> <li>- One Knife, kitchen, 15cm stainless steel blade</li> <li>- One Serving spoon, 35ml, stainless steel</li> </ul>					
8	<p>jerry can 10 L-Plastic - Foldable - 10L, 140g+/-5% , Manufactured of food grade should not contain toxic elements, Recycled plastic not allowed .Must stand by itself, even when filled to 1/4 of its maximum volume. Thickness 0.6mm and minimum corner thickness 0.5mm.</p> <p>Fitted with a carrying handle made of plastic, attached to the bag .A screw able cap for filling and discharge that is linked to the container .Impact Resistance / Drop Test must resist to minimum 3 drops. Light color only (white, yellow)</p>					
9	<p>Jerry can 20 L-Plastic - Rigid, New HDPE plastic (high density polyethylene), blow molded.</p> <p>Recycled plastic not allowed, Suitability for drinking water Containing no toxic elements. Manufacture Injection molded screw cap. Approximate weight 1 kg per piece , Light color only (white, yellow), UV treated for long-term outdoor use. Should resist 5 drop tests from 2m high, full with water. Must stand by itself, even when filled with full of water.</p>					
10	<p>Bed sheet: 80% cotton 20% polyester Other than plain black or plain white. Size 120 x 180cm +3% /- 1%</p> <p>Weight 250g/m2 +/- 3%.Finish : Hemmed on 4 sides unless machine finished when weaving. No bad smell, not irritating to the skin, no dust Free from harmful VOC (Volatile Organic Components).Fit for human use. Fire resistance No ignition.</p>					
11	Rechargeable Fan ( 16 inches, 12 V DC, 220V rechargeable, 15 W high speed ( 3 hrs. operational time minimum)					
12	<p>Cool box: Capacity 44 liters. Patented ultra-herm insulation in both body and lid for maximum cold retention.</p> <p>Refrigerator quality liner won't stain or absorb odors. Easy-carry swing-up handles.</p>					

	Threaded drain plug for hose hook up. External dimensions: 42 x 62 x 37 mm (H x L x W). Internal dimensions: 29 x 57 x 31.5 mm (H x L x W). , Wight of 6.4, manufactured with virgin materials, designing (carving IOM Logo) on the top, good quality					
13	Plastic mat (IOM Iraq-EM-0022): size 3 yard x 4 yard weight 4.100 kg, 100% polestar, Four sides trim finished. Pure virgin polypropylene (PP)					
14	Heater kerosene: turbo Brand Korean made : WKH-3100G Model .Fuel consumption 0.3L/H. Size (470*330*330)mm. Weight net: 5.6 kg gross:6.6 kg. Tank Capacity: 5.3 lt Heating space16-18m2. Safety auto turn off					
15	Carpet (1-1.100 kg per SM) pollster type 7 mm thickness, Size 3* 4m, (Cut to 2 pcs 1.30 X4m upon program request), anti-dampness					
16	Blanket winter (IOM IraqEM-0152) single type, size 160x220 cm +- 5%,Weight 2,65 KG, +- 5%(bag included), Type of material 100%polyester type, One layer , Various colors.					

Suppliers authorized signature over printed name

**Annex A**

**PRICE SCHEDULE FORM /Basra Warehouse**

**PROJECT TITLE: Long Term Agreement - Supply and Delivery of Various Non Food Items (NFI).**

**REF NO. : LTA for NFI 2018**

Item No.	Description of Goods	Country of Origin	Unit Price (USD) DAP Basra WH	Delivery Lead-time(in DAYS) 500-1,000 pcs	Delivery Lead-time(in DAYS) 1,000-5,000 pcs	Delivery Lead-time(in DAYS) 5,000 pcs up
1	Mattresses High: Polyurethane foam, Mattresses, local made, size; 200*80*10 with cover, 2.5 kg strong plastic zip. Packing: Packed in polyethylene bag, compressed to minimum 75% rate. packed in 6 Or compressed bales of 6 units					
2	Cooking stove: Gas Stainless steel,					

	46x29x7cm, Burners X2,					
3	Cooking stove: kerosene: Aluminum, Weight Approx. 1 kg, burners 10 wick, size Approx. height 18 cm, base diameter 16.5cm					
4	Solar Light AC/DC powered torch, with hand crank,60 pcs bright LED power source AC-DC 220-240V/50-60Hz .Battery: 6V1.6 Ah SEALED LEAD-ACID RECHARGABLE BATTERY, Light source 60 pcs bright LED , Duration 3 Hours/ strong/ light, 11 hours/ weak light . Dimension: 137X137x236 MM. with USB charger port for mobile phone capacity of minimum 6 hours working without charging panel size min 6.5X6.5 cm, with IOM logo printed					
5	Plastic sheet: size 4X5 m (-+5) cm, weight ( (150 gm per SM) ) UV type Color White or blue , with rings on the frame					
6	Electrical rechargeable light: Lamp with at least 2 fluorescent tubes of 6W each minimum. Flash light function is a plus. Rechargeable on the mains 220V (or 110V) The lamp should work minimum 4 hours with the 2 tubes 'ON', and 6 hours with 1 tube, on its own battery power. Switch positions: OFF, ON, STANDBY, 1 tube, 2 tubes. Strong casing, shockproof from 2m high, made of plastic					
7	Kitchen set - cooking & serving, 24pcs including only the below: -Two Cooking pots,5l, with lid size 22,24 Turkish made, - Six Plates, 0.75l, melamine type - Six Cups, 0.3l, plastic - Six Spoons, table, 10ml, stainless steel - One Knife, kitchen, 15cm stainless steel blade - One Serving spoon, 35ml, stainless steel					
8	jerry can 10 L-Plastic - Foldable - 10L, 140g+/-5% , Manufactured of food grade should not contain toxic elements, Recycled plastic not allowed .Must stand by itself, even when filled to 1/4 of its maximum volume. Thickness 0.6mm and minimum corner thickness 0.5mm. Fitted with a carrying handle made of plastic, attached to the bag .A screw able cap for filling and discharge that is linked to the container .Impact Resistance / Drop Test must resist to minimum 3 drops. Light color only (white, yellow)					

9	<p>Jerry can 20 L-Plastic - Rigid, New HDPE plastic (high density polyethylene), blow molded.</p> <p>Recycled plastic not allowed, Suitability for drinking water Containing no toxic elements. Manufacture Injection molded screw cap. Approximate weight 1 kg per piece , Light color only (white, yellow), UV treated for long-term outdoor use. Should resist 5 drop tests from 2m high, full with water. Must stand by itself, even when filled with full of water.</p>					
10	<p>Bed sheet: 80% cotton 20% polyester Other than plain black or plain white. Size 120 x 180cm +3% /- 1%</p> <p>Weight 250g/m2 +/- 3%.Finish : Hemmed on 4 sides unless machine finished when weaving. No bad smell, not irritating to the skin, no dust Free from harmful VOC (Volatile Organic Components).Fit for human use. Fire resistance No ignition.</p>					
11	<p>Rechargeable Fan ( 16 inches, 12 V DC, 220V rechargeable, 15 W high speed ( 3 hrs. operational time minimum)</p>					
12	<p>Cool box: Capacity 44 liters. Patented ultra-herm insulation in both body and lid for maximum cold retention.</p> <p>Refrigerator quality liner won't stain or absorb odors. Easy-carry swing-up handles. Threaded drain plug for hose hook up. External dimensions: 42 x 62 x 37 mm (H x L x W).Internal dimensions: 29 x 57 x 31.5 mm (H x L x W). , Wight of 6.4, manufactured with virgin materials, designing (carving IOM Logo) on the top, good quality</p>					
13	<p>Plastic mat (IOM Iraq-EM-0022): size 3 yard x 4 yard weight 4.100 kg, 100% polestar, Four sides trim finished. Pure virgin polypropylene (PP)</p>					
14	<p>Heater kerosene: turbo Brand Korean made : WKH-3100G Model .Fuel consumption 0.3L/H. Size (470*330*330)mm. Weight net: 5.6 kg gross:6.6 kg. Tank Capacity: 5.3 lt Heating space16-18m2. Safety auto turn off</p>					
15	<p>Carpet (1-1.100 kg per SM) pollster type 7 mm thickness, Size 3* 4m, (Cut to 2 pcs 1.30 X4m upon program request), anti-dampness</p>					
16	<p>Blanket winter (IOM IraqEM-0152) single type, size 160x220 cm +- 5%,Weight 2,65 KG, +- 5%(bag included), Type of material 100%polyester type, One layer , Various colors.</p>					

Suppliers authorized signature over printed name

**Annex A**

**PRICE SCHEDULE FORM / Baghdad Warehouse**

**PROJECT TITLE: Long Term Agreement - Supply and Delivery of Various Non Food Items (NFI).**

**REF NO. : LTA for NFI 2018**

Item No.	Description of Goods	Country of Origin	Unit Price (USD) DAP Baghdad WH	Delivery Lead-time(in DAYS) 500-1,000 pcs	Delivery Lead-time(in DAYS) 1,000-5,000 pcs	Delivery Lead-time(in DAYS) 5,000 pcs up
1	Mattresses High: Polyurethane foam, Mattresses, local made, size; 200*80*10 with cover, 2.5 kg strong plastic zip. Packing: Packed in polyethylene bag, compressed to minimum 75% rate. packed in 6 Or compressed bales of 6 units					
2	Cooking stove: Gas Stainless steel, 46x29x7cm, Burners X2,					
3	Cooking stove: kerosene: Aluminum, Weight Approx. 1 kg, burners 10 wick, size Approx. height 18 cm, base diameter 16.5cm					
4	Solar Light AC/DC powered torch, with hand crank,60 pcs bright LED power source AC-DC 220-240V/50-60Hz .Battery: 6V1.6 Ah SEALED LEAD-ACID RECHARGABLE BATTERY, Light source 60 pcs bright LED , Duration 3 Hours/ strong/ light, 11 hours/ weak light . Dimension: 137X137x236 MM. with USB charger port for mobile phone capacity of minimum 6 hours working without charging panel size min 6.5X6.5 cm, with IOM logo printed					
5	Plastic sheet: size 4X5 m (-+5) cm, weight ( (150 gm per SM) ) UV type Color White or blue , with rings on the frame					
6	Electrical rechargeable light: Lamp with at least 2 fluorescent tubes of 6W each minimum. Flash light function is a plus. Rechargeable on the mains 220V (or 110V) The lamp should work minimum 4 hours with the 2 tubes 'ON', and 6 hours with 1 tube, on its own					

	<p>battery power. Switch positions: OFF, ON, STANDBY, 1 tube, 2 tubes. Strong casing, shockproof from 2m high, made of plastic</p>					
7	<p>Kitchen set - cooking &amp; serving, 24pcs including only the below: -Two Cooking pots,5l, with lid size 22,24 Turkish made, - Six Plates, 0.75l, melamine type - Six Cups, 0.3l, plastic - Six Spoons, table, 10ml, stainless steel - One Knife, kitchen, 15cm stainless steel blade - One Serving spoon, 35ml, stainless steel</p>					
8	<p>jerry can 10 L-Plastic - Foldable - 10L, 140g+/- 5% , Manufactured of food grade should not contain toxic elements, Recycled plastic not allowed .Must stand by itself, even when filled to 1/4 of its maximum volume. Thickness 0.6mm and minimum corner thickness 0.5mm. Fitted with a carrying handle made of plastic, attached to the bag .A screw able cap for filling and discharge that is linked to the container .Impact Resistance / Drop Test must resist to minimum 3 drops. Light color only (white, yellow)</p>					
9	<p>Jerry can 20 L-Plastic - Rigid, New HDPE plastic (high density polyethylene), blow molded. Recycled plastic not allowed, Suitability for drinking water Containing no toxic elements. Manufacture Injection molded screw cap. Approximate weight 1 kg per piece , Light color only (white, yellow), UV treated for long-term outdoor use. Should resist 5 drop tests from 2m high, full with water. Must stand by itself, even when filled with full of water.</p>					
10	<p>Bed sheet: 80% cotton 20% polyester Other than plain black or plain white. Size 120 x 180cm +3% /- 1% Weight 250g/m2 +/- 3%.Finish : Hemmed on 4 sides unless machine finished when weaving. No bad smell, not irritating to the skin, no dust Free from harmful VOC (Volatile Organic Components).Fit for human use. Fire resistance No ignition.</p>					
11	<p>Rechargeable Fan ( 16 inches, 12 V DC, 220V rechargeable, 15 W high speed ( 3 hrs. operational time minimum)</p>					
12	<p>Cool box: Capacity 44 liters. Patented ultra-herm insulation in both body and lid for maximum cold retention. Refrigerator quality liner won't stain or absorb odors. Easy-carry swing-up handles. Threaded drain plug for hose hook up. External</p>					



	dimensions: 42 x 62 x 37 mm (H x L x W).Internal dimensions: 29 x 57 x 31.5 mm (H x L x W). , Wight of 6.4, manufactured with virgin materials, designing (carving IOM Logo) on the top, good quality					
13	Plastic mat (IOM Iraq-EM-0022): size 3 yard x 4 yard weight 4.100 kg, 100% polestar, Four sides trim finished. Pure virgin polypropylene (PP)					
14	Heater kerosene: turbo Brand Korean made : WKH-3100G Model .Fuel consumption 0.3L/H. Size (470*330*330)mm. Weight net: 5.6 kg gross:6.6 kg. Tank Capacity: 5.3 lt Heating space16-18m2. Safety auto turn off					
15	Carpet (1-1.100 kg per SM) pollster type 7 mm thickness, Size 3* 4m, (Cut to 2 pcs 1.30 X4m upon program request), anti-dampness					
16	Blanket winter (IOM IraqEM-0152) single type, size 160x220 cm +- 5%,Weight 2,65 KG, +- 5%(bag included), Type of material 100%polyester type, One layer , Various colors.					

Suppliers authorized signature over printed name

**Annex B**

**VENDORS INFORMATION SHEET (VIS)**

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

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

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

Contact Numbers/Address

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

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

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

Business Organization  Corporation  Partnership  Sole Proprietorship

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

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

Nature of Business/Trade

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

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

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

Payment Details

Payment Method  Cash  Check  Bank Transfer  Others  
Currency  Loc.Currency  USD  EUR  Others  
Terms of Payment  30 days  15 days  7 days upon receipt of invoice  
Advance Payment  Yes  No  % of the Total PO/Contract

Bank Details:

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

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

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

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

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

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

Yes

No

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

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

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

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

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	List of Offices/Distribution Centers/Service Centers		
6	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing ) *		

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

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

**AGREEMENT FOR THE RECURRING SUPPLY AND DELIVERY OF GOODS**  
**Between**  
**The International Organization for Migration**  
**And**  
*[Name of the Other Party]*

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”) of *[insert address]* represented by *[insert Name, Title of Chief of Mission]*, hereinafter referred to as “**IOM**,” and *[Name of the Supplier]* of *[insert address]*, represented by *[insert Name, Title of the representative of the Supplier]*, hereinafter referred to as the the “**Supplier**” on *[insert date]*. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction and Integral Documents**

The Supplier agrees to provide IOM with *[insert description of goods]* in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement: *[add or delete as required]*

- a) Annex A - Bid/Quotation Form;*
- b) Annex B – Vendor Information Sheet;*
- c) Annex C - Accepted Notice of Award (NOA); and*
- d) Annex D - Performance Security.*

## 2. Goods/Services Supplied

2.1. The Supplier agrees to supply the Goods to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

2.2 The Supplier agrees to supply the following incidental services (the “**Incidental Services**”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

## 3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental Services under this Agreement is *[currency code] [amount in figures] ([amount in words, including currency])* (the “**Price**”).

3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin *[add or delete as required]*

3.4 Payments shall be made in *[currency] (currency code)* by bank transfer to the following bank account of the Supplier:

*[bank account details]*

- 3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.
- 3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate.

#### **4. Delivery**

- 4.1 The Goods shall be delivered to: *[insert place of delivery]* on *[insert delivery date]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
  - (b) Charge a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

#### **5. Performance Security ~~Not applicable~~**

- ~~5.1 The Supplier shall furnish IOM with a performance security (the “Performance Security”) in an amount equivalent to *10,000 USD*, 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 days from the date of the end of the contract]* following which it will be discharged by IOM.



## **6. Inspection and Acceptance**

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.
- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

## **7. Adjustments**

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Incidental Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

## **8. Packaging**

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

## **9. Warranties**

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.6 The Supplier further represents and warrants that:
  - (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods in accordance with this Agreement;

- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
- (g) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration.

9.7 The Supplier further warrants that it shall:

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

(e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

## **10. Assignment and Subcontracting**

10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.

10.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Supplier remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **11. Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## **12. Independent Contractor**

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of IOM.

## **13. Audit**

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Incidental Services under this Agreement. The Supplier shall make all such records available to IOM or its designated

representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

#### **14. Confidentiality**

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

#### **15. Notices**

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

**International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

**[Full name of the Supplier]**

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

#### **16. Dispute Resolution**

16.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

16.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the

UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

- 16.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 16.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **17. Use of IOM's Name**

The official logo and name of IOM may only be used by the Supplier in connection with this Agreement and with the prior written approval of IOM.

## **18. Status of IOM**

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

## **19. Indemnification and Insurance**

- 19.1 The Supplier shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.
- 19.2 This indemnity shall survive the expiration or termination of this Agreement.
- 19.3 The Goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

## **20. Waiver**

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

## **21. Termination and Re-procurement**

21.1 IOM may terminate this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.

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

## **22. Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

## **23. Entirety**

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

## 24. 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.

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*  
*[Full name of the Supplier]*

Signature

Signature

---

*Name*  
*Position*  
*Date*  
*Place*

---

*Name*  
*Position*  
*Date*  
*Place*



**Annex D**

**Bank Guarantee for Performance Security**

To: *[name and address of IOM Mission]*

Whereas *[name and address of Contractor]* (hereinafter called “the **Contractor**”) has undertaken, in pursuance of Contract No *[contract reference number]* dated *[date]* to execute the works *[name of contract and brief description of the work]* (hereinafter called “the **Contract**”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor a guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *Ten Thousand united states dollars/ 20,000 USD*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *Ten Thousand united states dollars/ 20,000 USD* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 30 days from the date of the end of the contract.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_