

INVITATION TO BID (ITB)

Invitation to Bid for Supply of Shelter/NFI items to IOM CAMEROON

ITB Reference No: 4200565819

Country: CAMEROON

Date: 02 February 2024

SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to proclogsupplycameroon@iom.int no later than 26 February 2024, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

Name: BEAC COMMITTEE

Date: 02 February 2024

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
1. Scope	<p>Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
2. Interpretation of the ITB	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.</p>
3. Supplier Code of Conduct	<p>All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org).</p>
4. Eligible bidders	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; • Other sanctions lists, if applicable, as per the discretion of the IOM.
5. Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
6. Proprietary information	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may</p>

	form part of the bid will become the property of IOM, who will not be required to return them to your firm.
7. Publicity	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary.</p>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
10. Cost of preparation of bid	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
11. Language	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
12. Documents comprising the bid	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule d) Bid Security (if required)
13. Documents establishing eligibility and qualifications of the bidder	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM's satisfaction.
14. Technical bid	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
15. Price Schedule	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> • All items and lots (if applicable) must be listed and priced separately.

	<ul style="list-style-type: none"> • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. • Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. • If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Bid currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> • IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and • In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.
17. Duties and taxes	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
18. Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p>

	<p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
19. Bid Security	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; ● In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after IOM has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
20. Joint Venture, Consortium or Association	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> ● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and ● if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's bid is the bid selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that</p>

	<p>comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
21. Only one bid	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this ITB; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
22. Alternative bids	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
23. Pre-bid conference	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p>

	<p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder's conference or issued/posted as an amendment to ITB.</p>
24. Site inspection NOT APPLICABLE	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
25. Errors or omissions	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
26. Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; • review the ITB to ensure that they have a complete copy of all documents;

	<ul style="list-style-type: none"> • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; • verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; • attend any Pre-bid conference or site inspection if it is mandatory under this ITB; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and • form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
27. No material change(s) in circumstances	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; • a change to any information on which IOM may rely on assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>
29. Deadline for bid submission	<p>Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>

30. Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.</p>
31. Storage of bids	<p>Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.</p>
32. Bid opening	<p>Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
33. Late bids	<p>Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
EVALUATION OF BIDS	
34. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>
35. Evaluation of bids	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination

	<ul style="list-style-type: none"> b) Evaluation of eligibility and qualification c) Evaluation of technical bids d) Evaluation of prices of bids found to be substantially compliant <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
36. Preliminary examination	IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.
37. Evaluation of eligibility and qualification	The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).
38. Evaluation of technical bids	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
39. Evaluation of prices	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.
40. Post-qualification	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the bidder; b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
41. Clarification of bids	IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).

	IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.
42. Responsiveness of bid	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
43. Nonconformities, reparable errors and omission	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
44. Right to accept any bid and to reject any or all bids	IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM's action. IOM shall not be obliged to award the contract to the lowest priced offer.
45. Samples	Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will

	<p>be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.
47. Right to vary requirement at time of award	At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
48. Notification of award	Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
49. Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
50. Performance security	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily.</p>
51. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
52. Liquidated Damages	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract.
53. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int .

SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is 4200565819.</p> <p>The requirements include the supply of NFI AND SHELTER MATERIALS. in MAROUA, FAR-NORTH REGION OF CAMEROON. as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of IOM's operations. In the event of IOM signing Long Term Agreement(s), the following shall apply:</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the International Organization for Migration that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: ONE (1). years with the possibility of extension for up to TWO (2). additional YEARS. subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased is: USD 450,000. LTAs are considered non-exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA Will be subject to secondary competition among the LTA holders.</p>
2.	Eligible bidders	Bidders from all countries are eligible to bid.
3.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
4.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Michee Edgard NGOUAFON & Aristide NKENGUE.</p> <p>Address: IOM, BOULEVARD DE SUISSE, BASTOS, YAOUNDE CAMEROON. BP 13891</p> <p>E-mail address: mngouafon@iom.int; pnkengue@iom.int;</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</p> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 16-Feb-24</p>

		<p>Time: 23.59 HRS</p> <p>Time zone: WAT</p> <p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Direct communication to prospective bidders by email.</p>
5.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in ENGLISH OR FRENCH
6.	Price adjustment	The price quoted by the Bidder shall be subject to adjustment during the performance of the contract.
7.	Partial bids (lots)	Bidders shall be allowed to quote prices for one or more lots identified in Section 5: Schedule of Requirements. However, Bidders must offer 100% of the items and 100% of the quantities per item specified per lot. Evaluation will be done per lot.
8.	Bid currencies	Prices shall be quoted in XAF
9.	Duties and taxes	<p>All prices shall:</p> <p>Be exclusive of VAT and other applicable indirect taxes.</p>
10.	Bid validity period	60 days
11.	Bid security	Not required.
12.	Alternative bids	N/A
13.	Pre-bid conference	Will not be conducted.
14.	Site inspection	A site inspection will not be held.
15.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY EMAIL:</p> <p>Bid submission address: PROCLOGSUPPLYCAMEROON@IOM.INT PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> File Format: PDF/ MS WORD/ ZIP FILES File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 10 MB Mandatory subject of email: RE: ITB 4200565819 If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y." It is recommended that the entire bid be consolidated into as few attachments as possible. The bidder should receive an email acknowledging email receipt.

		<p>SUBMISSION BY COURIER / HAND DELIVERY:</p> <p>Bid submission address:</p> <p>INTERNATIONAL ORGANIZATION FOR MIGRATION (IOM) YAOUNDE: RUE 1.826, BOULEVARD DE SUISSE, BASTOS, YAOUNDE, CAMEROON.</p> <ul style="list-style-type: none"> ▪ The bidder shall submit the bid in one sealed envelope containing the technical and price components. ▪ The envelope shall indicate the name and address of the bidder. ▪ The outer envelope must be clearly marked with the following: <p style="text-align: center;">*ONLY TO BE OPENED BY AUTHORISED PERSONNEL*</p> <p style="text-align: center;">SHELTER/ NFI TENDER</p> <p style="text-align: center;">LOT NUMBER: __</p> <p style="text-align: center;">Invitation to Bid Reference: 4200565819</p> <p style="text-align: center;">Attention: PROCUREMENT AND LOGISTICS UNIT</p> <p style="text-align: center;">Bidders name and details: .</p>
16.	Deadline for bid submission	<p>Date: 26-Feb-24</p> <p>Time: 23.59 hrs</p> <p>Time zone: WAT</p>
17.	Bid opening	<p><input type="checkbox"/> Public bid opening will not be held</p>
18.	Expected date for commencement of contract	<p>08-Mar-24</p>
19.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 15%</p> <p>The maximum percentage by which quantities may be decreased is 15 %</p>
20.	Contract award to one or more bidder	<p>IOM will award a contract to:</p> <p>One or more Bidders, depending on the following factors: [enter details]</p> <p>DELIVERY LOCATION</p>
21.	Type of contract to be awarded	<p>RECURRING SUPPLY CONTRACT</p> <p>See Section 6: for sample contract.</p>
22.	Conditions of contract to apply	<p>Click or tap here to enter text.</p> <p>See Section 6</p>
23.	Performance security	<p>Not Required.</p>
24.	Advance payment	<p>Not Allowed</p> <p>If allowed, Bank Guarantee Required</p>

25.	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Percentage of contract price per week of delay: 1% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.</p>
	Other information related to the ITB	<p><i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i></p>

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission
Certificates and Licences: <ul style="list-style-type: none"> Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer. Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country. 	Form D: Bidder Information

<ul style="list-style-type: none"> • Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder. • Export/Import Licenses, if applicable. 	
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Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum three (3) years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum five (5) contracts of similar value, nature and complexity implemented over the last ten (10) years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification Form
Turnover: Bidders should have an annual sales turnover of minimum USD 50000. for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification Form
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule
Bidder has provided all requested samples of items and passed inspections	Form G: Technical Bid
Click or tap here to enter text.	Click or tap here to enter text.

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule
Click or tap here to enter text.	Click or tap here to enter text.

SECTION 5: SCHEDULE OF REQUIREMENTS

A. Summary of Requirements

Requirements are comprised of the following Lots:

- Lot 1.: SUPPLY OF SHELTER/NFI MATERIALS TO MAROUA.

B. Technical Specifications for Goods

Lot No. 1: **SUPPLY OF SHELTER/NFI MATERIALS TO MAROUA, CAMEROON**

N°	DÉSIGNATION	DETAILS ADDITIONNELS	Quantite	UNITE	ECHANTILLON REQUIS
1	Bâche synthétique PVC en matériaux retardataires de flamme, de dimension 6x4m, de couleur blanche ou grise claire	Ayant des œillets sur les bordures, des Logos UN MIGRATION et ECHO (bien visibles, suffisamment étalées sur la bâche et imprimés à l'aide d'une machine).	3180	Pièce	Échantillon physique
2	Tôle en aluminium ondulée de 0.9x2m	De 0.35mm d'épaisseur, de type ALUCAM	2400	Feuille	Échantillon physique
3	Pointe à tôle de 70mm avec rondelles en caoutchouc	De type TROPIC	240	Kg	Photo claire en couleur
4	Pointe à tôle de 70mm sans rondelles	De type TROPIC	4180	Kg	Photo claire en couleur
5	Pointes de 80mm	De type TROPIC	2330	Kg	Photo claire en couleur
6	Corde nylon de 8mm de diamètre et 50m de long		2,040	Rouleau	Photo claire en couleur
7	Pinceau de 100mm		1,069	Pièce	Photo claire en couleur
8	Rouleau de fil d'attache pour tenir le faux plafond	Rouleau d'01kg		Rleau	Échantillon physique
9	Couverture lourde de 02 places avec logo IOM	En coton ou polyester de dimensions minimales 2x1.5m avec logos UN MIGRATION et ECHO	6000	Pièce	Échantillon physique
10	Kitchen set B (02 marmites de 04 et 05L, 05 plats inox, 05 gobelets inox, 05 bols inox, 02 couteaux de cuisine, 01 Gobelet plastique d'1L, 02 louches inox, 05 fourchettes et 05 cuillères inox.)	Matériaux de type Alu Bassa Le tout conditionné dans un carton	1750	Kit	Échantillon physique
11	Natte synthétique d'une place	De dimensions minimales 1.8x0.9m	6000	Pièce	Photo claire en couleur
12	Moustiquaire imprégnée à longue durée d'action de 02 places	De dimensions minimales 1.9x1.8x1.5m	6000	Pièce	Échantillon physique

13	Seau de 15L avec couvercle	Seau rigide avec logos UN MIGRATION et ECHO	2000	Pièce	Échantillon physique
14	Jerrycan blanc et neuf de 20L avec bouchon	Jerrycan en plastique rigide avec logos UN MIGRATION et ECHO	2000	Pièce	Échantillon physique
15	Serviettes Hygiénique lavable en pack de 03	En tissus coton	6000	Paquet	Echantillon physique
16	Savon de Lessive en poudre de 400g		10000	Sachet	Photo claire en couleur
17	Savon de Marseille en morceaux de 200g	Type Dauphin ou Chat	10000	Morceau	Photo claire en couleur
18	Houe-daba avec manche en bois	Marque de type Tropic ou autre marque similaire	2000	Pièce	Echantillon physique
19	Sac en plastique de couleur unique blanc ou bleu, de 100x100cmx50cm avec une fermeture au-dessus et 02 manches solides	Avec logos UN MIGRATION et ECHO	1750	Piece	Echantillon physique

APERÇU DES LOGOS A UTILISER



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C. Delivery Requirements

Delivery date	Bidder shall deliver the goods 30 DAYS after contract signature.
Delivery place/terms (INCOTERMS 2020)	MAROUA: WFP WAREHOUSE, UN HOUSE, MAROUA CAMEROON
Customs clearance (must be linked to INCOTERM)	<input type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Click or tap here to enter text.

	<input type="checkbox"/> <u>Supplier/Bidder</u>	
Consignee details	International Organization for Migration (IOM).	
Distribution of shipping documents (if using freight forwarder)	N/A	
Packing requirements	CARTONS/ BOXES OR AS SPECIFIED IN THE REQUIRMENTS	
Mode of transport	<input type="checkbox"/> Air	<input type="checkbox"/> <u>Land</u>
	<input type="checkbox"/> Sea	<input type="checkbox"/> Other specify

D. Inspections and tests

The following inspections shall be performed:

Visual inspection of Quality on the requested physical samples

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

IOM office-specific Ref. No.	
IOM Project Code	

LONG TERM AGREEMENT

FOR THE RECURRING SUPPLY AND DELIVERY OF GOODS

between the

International Organization for Migration

and

[Name of the Other Party]

This Long Term Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”), a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], 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 “**Supplier**” on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. Introduction and Integral Documents

1.1 The Supplier agrees to provide IOM with [insert description of goods] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from **[starting date]** to **[end date]**.

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

- a) **Annex A** - Bid/Quotation Form;
- b) **Annex B** - Price Schedule;
- c) **Annex C** - Technical Specifications;
- d) **Annex D** – Sample Purchase Order;
- e) **Annex E** - Accepted Notice of Award (NOA);
- f) **Annex F** - Performance Security; and,
- g) **Annex G** – IOM Terms and Conditions for European Union Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

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 The Supplier agrees to supply the following incidental services (the “**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 Agreement; 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.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.5 If any United Nations (“UN”) entity wishes to avail of goods and services which are of the same type as the Goods and 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 Goods and Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
- 2.6 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.
- 2.8 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. *[OPTIONAL: The Supplier shall report stock levels to IOM every [insert number] months.]* If the

stock of the Supplier is temporarily depleted, the Supplier shall immediately inform IOM in writing of the depletion and the estimated date 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 Services under this Agreement is determined by each Purchase Order in accordance with the Price Schedule 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 Schedule (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 Services to which those payments relate.
- 3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].

3.8 The Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.

3.9 After the minimum period in Article 3.7, the Parties may agree on a price adjustment to the Goods subject to the following:

3.9.1 In the event of a price increase, Supplier may submit a written request to IOM to increase some or all unit prices of the Goods based on the [specify applicable price index], together with supporting documents showing that the Supplier has incurred an increase in its actual cost. The acceptance of the supporting documents, including the [price index], to demonstrate actual increases in cost shall be at IOM's sole discretion. Should the price increase be accepted, the Parties shall sign an amendment to the Agreement.

3.9.2 There shall be no increase in price within one (1) year from the date of the last price adjustment, unless otherwise agreed by the Parties in writing.

3.9.3 In the event of a price decrease, pursuant to notification by the Supplier to IOM or pursuant to IOM's request based on the prevailing price under the [price index], the Parties shall sign an amendment to the Agreement.

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 Schedule (Annex B). The Services as described in Article 2.3 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.3 of this Agreement.

4.2 Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide any Goods or Services within the delivery schedule stated on any Purchase Order, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Purchase Order, this Agreement, or otherwise as are customarily utilized in the trade, IOM reserves the right to:

- (a) Terminate the Purchase Order 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. IOM shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.

Acceptance of goods delivered late shall not be deemed a waiver of IOM's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with a Purchase Order or this Agreement.

5. Performance Security (for Purchase Orders 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 receipt of the Goods 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. 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. At the request of IOM, the Supplier will replace some or all rejected Goods at the Supplier's cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier's account), or hold rejected Goods for disposition at Supplier's risk and expense.
- 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 of the Goods and Services 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 the Goods are delivered and accepted by IOM. The Supplier shall bear the risk of loss, damage, or destruction of the Goods in accordance with the Incoterm® (2020) provided in the Purchase Order. In case no Incoterm® (2020) is provided in the Purchase Order, the risks mentioned in the preceding sentence shall pass at the same time the title to the Goods 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 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 Agreement 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.
- 9.2 The Supplier warrants that all Goods supplied under this Agreement 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 Agreement. All Goods and Services delivered under this Agreement 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 any warranty contained in Articles 9.1 or 9.2 of this Agreement. 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. 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 any of IOM's rights regarding the Supplier's warranty.
- 9.4 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.

9.5 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.

9.6 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.

- 9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, or by any of the Supplier's employees, contractors, subcontractors or agents, of any provision contained in Articles 9.4, 9.5 or 9.6 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Supplier all losses suffered by IOM in connection with such breach.

10. Assignment and Subcontracting

- 10.1 The Supplier shall not assign or subcontract the Agreement, or any work under this Agreement in whole or in part, unless agreed 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 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 any 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 liable as primary obligor and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

11. Force Majeure

- 11.1 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.

- 11.2 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.
- 11.3 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 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, stores or otherwise processes 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 Supplier shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Supplier acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter 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. Indemnity 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 Supplier shall ensure that goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage until the delivery point. 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 any Purchase Order or 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. Entire Agreement

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

Signature

Name:
Position:
Date:
Place:

For and on behalf of
[Name of Supplier]

Signature

Name:
Position:
Date:
Place:

SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form C: Bidder Information

Form E: Joint Venture / Consortium / Association Information

Form F: Eligibility and Qualification

Form G: Technical Bid

Form H: Price Schedule

FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person

Email: Insert contact person's email - do not enter secure bid email address

From: Insert name of bidder

Subject ITB reference [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a bid.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to IOM phone [Click or tap here to enter number.](#), email [Click or tap here to enter text.](#)

FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Bid Security	<input type="checkbox"/>
	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
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FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. [Click or tap here to enter text.](#). We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

BIDDER'S DECLARATION OF CONFORMITY¹

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that 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 the contract.

¹ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM D: BIDDER INFORMATION (PLEASE SEE ATTACHED)

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (<i>address, telephone numbers, fax numbers, e-mail address</i>)	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

Name of leading partner (with authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution)	Click or tap here to enter text.
--	----------------------------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

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Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Goods, works and/or services to be Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
Lot					

Other Related services and requirements <i>(based on the information provided in Section 5)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
e.g. Delivery Term			
Warranty			
Picture or physical sample provided			
All transport and offloading costs have been factored into unit prices			

FORM H: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Bid Summary

Bidder's Total prices DDP (Price of goods DDP + Transport costs and Related Services if applicable)	Insert amount and currency
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Prices for Goods (PLEASE COMPLETE A SEPARATE PRICE SCHEDULE FOR EACH LOT)

Item/ lot	Description	Qty (a)	Currency: XAF	
			Unit price DDP (b)	Total price (a)x(b)
1.				
2.				
3.				
4.				
5.				

Bidder's delivery data

Country of origin of offered products	Item 1				
	Item 2				
	Item 3				
	Item 4				
	Item 5				
FCA point(s) of delivery for offered products	Item 1				
	Item 2				
	Item 3				
	Item 4				
	Item 5				
Shipment dimensions of offered products (Including package)		Gross weight	Total volume	Containers (if applicable)	
				Number	Size
	Item 1				
	Item 2				
	Item 3				
	Item 4				
	Total				

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text. should IOM accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____