



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

IOM Georgia

**REQUEST FOR QUOTATIONS (RFQ)  
 AND  
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)**

Project: Sustaining Border Management and Migration Governance in Georgia (SBMMG)  
 Supply and delivery of software package for data storage and management of migration analytical system with the accompanying services to support the PSDA in processing residence permit applications

Ref. No.: RFQ-4200107040  
 Date : 6.08.2021

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

In the framework of the project “*Sustaining Border Management and Migration Governance in Georgia (SBMMG)*”, the IOM invites interested eligible Suppliers to submit Quotations for *the Supply and delivery of software package for data storage and management of migration analytical system with the accompanying services to support the PSDA in processing residence permit applications* :

№	Description	Qty
1	Data Storage Management System Software Package, Hadoop Distributive	For 8 servers*

\*Detailed technical specifications attached.

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

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

Very truly yours,

Mamuka Omiadze  
 Procurement and Logistics Officer  
 IOM Georgia

## GENERAL INSTRUCTION TO SUPPLIERS (GIS)

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### 1. Description of Goods

IOM request prospective suppliers to submit quotation for *the Supply and delivery of software package for data storage and management of migration analytical system with the accompanying services to support the PSDA in processing residence permit applications*:

№	Description	Qty
1	Data Storage Management System Software Package, Hadoop Distributive	For 8 servers*

\*Detailed technical specifications attached.

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

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

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

### 3. Conflict of Interest

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

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;

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

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

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

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

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

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

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

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

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

*International Organization for Migration, Mission to Georgia  
12 Tengiz Abuladze first dead-end, 0162 Tbilisi, Georgia  
momiadze@iom.int and glatsoshvili@iom.int in copy*

IOM will respond to any request for clarification received on or before *12 Aug 2021 16:00*.

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

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

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

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

## **9. Requirements**

### **9.1 Quotation Documents**

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

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D) supported with the following documents:
  1. Company Profile;
  2. Registration Documents presented;
  3. Financial Statements for the last 3 closed financial years;
  4. The Supplier must provide a Hadoop distribution manufacturer partnership attestation document;
  5. List of contracts entered into for the last 3 years (indicate whether completed or ongoing);
  6. Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation.
- e.) Proforma Contract (Annex E)

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

### **9.2 Quotation Form**

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in **English** and prices shall be quoted in **Euro (EUR)**, exclusive of VAT. The applicable exchange rate will be the official IOM exchange rate at the time of the evaluation.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

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

The Quotation shall remain valid for a minimum period of **30 calendar days**, after the deadline for submission.

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

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

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

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

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

Quotation shall be submitted by *electronic mail (email)* to email address [momiadze@iom.int](mailto:momiadze@iom.int) and [glatsohvili@iom.int](mailto:glatsohvili@iom.int) in copy on or before of *13 Aug 2021 18:00*. Late Quotations will not be accepted.

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

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

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

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

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

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM;
- (f) the offered price is above the approved budget.

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

#### **14. Evaluation of Quotations**

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

- (a) Completeness and responsiveness of the documents mentioned in 9.1;
- (b) Quotations will be evaluated using the Merit Point System defined below:
  - 1. Evaluated price of the goods 40  
The lowest offered price (LOP) shall be given a financial score (FS) of 35 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:  $FS = 35 \times LOP / F$  Where: FS is the financial score of the offered price under

consideration, LOP is the lowest offered price, and F is the offered price under consideration.

2. Technical compliance of the offered Goods with the specification of request	50
3. Warranty terms and conditions	10
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

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

### **15. Post Qualification**

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

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

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

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

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

The goods should be delivered at the following delivery site:

LEPL Pubic Service development Agency  
67a Tsereteli ave, Tbilisi, Georgia  
The applicable INCOTERMS will be DDP<sup>1</sup>.

Delivery period shall be within 20 calendar days upon signing of the Contract.

### **18. Liquidated Damages**

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

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<sup>1</sup> DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce  
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

## **19. Payment**

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

## **20. Warranty**

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

## **21. Settlement of Dispute**

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

**QUOTATION FORM**

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

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

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

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

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

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

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

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

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

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

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





**VENDOR INFORMATION SHEET (VIS)**

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

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

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

Contact Numbers/Address

Telephone Nos. \_\_\_\_\_ Contact Person: \_\_\_\_\_

Fax No. \_\_\_\_\_

E mail Address \_\_\_\_\_ Website: \_\_\_\_\_

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

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

Business Organization  Corporation  Partnership  Sole Proprietorship

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

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

Nature of Business/Trade

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

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

Complete Products & Services

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Payment Details

Payment Method  Cash  Check  Bank Transfer  Others

Currency  Loc. Currency  USD  EUR  Others

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

Advance Payment  Yes  No  % of the Total PO/Contract

Bank Details:

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

Bldg and Street \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Country \_\_\_\_\_

Bank Account Name \_\_\_\_\_

Bank Account No. \_\_\_\_\_

Swift Code \_\_\_\_\_

Iban Number \_\_\_\_\_

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

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

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

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

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

Yes

No

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

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

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

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

Trade Reference

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

Banking Reference

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

## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

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

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

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

Received by:

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

**FOR IOM USE ONLY**

Purchasing Organization \_\_\_\_\_  
Account Group \_\_\_\_\_

Industry  001  002  003

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

Vendor Type  Global  al

IOM office-specific Ref. No.	
IOM Project Code	

**AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS**  
**between the**  
**International Organization for Migration**  
**and**  
**[Name of the Other Party]**

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the **International Organization for Migration**, an organization part of the United Nations system, 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 the “**Supplier**”) on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

**1. Introduction and Integral Documents**

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

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

- (a) **Annex A** - Bid/Quotation Form;
- (b) **Annex B** - Price Schedule;
- (c) **Annex C** - Delivery Schedule and Technical Specifications;
- (d) **Annex D** – IOM Terms and Conditions for European Union Funded Service Type Agreements

**2. Goods/Services Supplied**

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

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

- 2.2 The Supplier agrees to supply the following incidental services (the “**Incidental Services**”):  
[add or delete as required]
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

### 3. Charges and Payment

- 3.1 The total price for the supply and delivery of the Goods and any Incidental Services under this Agreement is [currency code] [amount in figures] ([amount in words, including currency]) (the “**Price**”).
- 3.2 The Supplier shall invoice IOM [upon delivery of all Goods / upon each delivery] in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice will be accompanied by the following documents: *air way bill number, shipping invoice, packing list, certificate of origin* [add or delete as required]
- 3.4 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 Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Price until the Supplier has completed to the

satisfaction of IOM the delivery of the Goods and the Incidental Services to which those payments relate.

#### 4. Delivery

4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.

4.2 In the event of breach of this clause IOM reserves the right to:

- (a) Terminate or suspend this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
- (b) Charge liquidated damages equal to 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

#### 5. Performance Security **(NOT APPLICABLE)**

5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (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 [insert a date 30 days from the completion of Supplier’s obligations] following which it will be discharged by IOM.

#### 6. Inspection and Acceptance

6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition

at Supplier's risk and expense. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.

- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

## **7. Adjustments**

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

## **8. Packaging**

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

## **9. Warranties**

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in

the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.

- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.6 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
  - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
  - (g) It 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 Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration;
  - (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 Implementing Partner determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

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

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

- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

9.8 The Supplier further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (“SEA”) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
  - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors 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.

9.9 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 9.6, 9.7, or 9.8 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 part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.

10.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and

IOM. The Supplier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Supplier remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

#### **11. Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

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

IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

#### **12. Independent Contractor**

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

#### **13. Audit**

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Incidental Services under this Agreement. The Supplier shall make all such records available to IOM or its designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

#### **14. Confidentiality**

- 14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier shall not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 14.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Supplier and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Supplier and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## 15. Notices

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

**International Organization for Migration (IOM)**

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

[IOM's address]

Email: [IOM's email address]

**[Full name of the Supplier]**

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

[Supplier's address]

Email: [Supplier's email address]

## 16. Dispute Resolution

- 16.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 16.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 16.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL

arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

- 16.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

### **17. Use of IOM Name, Abbreviation and Emblem**

The official logo, emblem and name of IOM may only be used by the Supplier in connection with the Services and with the prior written approval of IOM. The Supplier acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorised use by Article 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 the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM as an intergovernmental organization.

### **19. Indemnification and Insurance**

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

### **20. Waiver**

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

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

- 21.1 IOM may terminate or suspend this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.
- 21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.
- 21.3 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of this Agreement.

## **22. Severability**

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

## **23. Entirety**

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

## **24. Final Clauses**

- 24.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.
- 24.2 Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

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

*For and on behalf of*  
**[Name of Supplier]**

Signature

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Name:  
Position:  
Date:  
Place:

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Name:  
Position:  
Date:  
Place: