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 INSTRUCTIONTO SUPPLIERS (GIS)

Project: **SAFE – Integrated Border Management**
Supply and delivery of face recognition cameras for the Ministry of Internal Affairs of Georgia

Ref. No.:   RFQ No. GE10-4200024693
Date   :   30.11.2020

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 "*SAFE – Integrated Border Management'',* the IOM invites interested eligible Suppliers to submit Quotations for *the supply and delivery of face recognition cameras for the Ministry of Internal Affairs of Georgia*:

Face Recognition Camera Technical Details			
Type	2 MP Box Camera	4 MP Box Camera	4 MP Box Camera	8 MP Box Camera
Quantity	21 units	67 units	63 units	2 units

Image Sensor Type	CMOS	CMOS	CMOS	CMOS
Image Sensor Size	1/2.8"	1/2.8"	1/2.8"	1/1.8"
Aspect Ratio and Max Resolution	(16:9) 1920 x 1080	(16:9) 2560 x 1440	(16:9) 2560 x 1440	(16:9) 3840 x 2160
Dynamic Range WDR Off	83 dB	83 dB	83 dB	85 dB
Dynamic Range WDR On	126 dB	126 dB	126 dB	120 dB
Max Image Rate	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps
Bandwidth Management	HDSM SmartCodec	HDSM SmartCodec	HDSM SmartCodec	HDSM SmartCodec
3D Noise Reduction Filter	Yes	Yes	Yes	Yes
LightCatcher Technology	Yes	Yes	Yes	Yes
Lens Type	Integrated	Integrated	Integrated	Integrated
Remotely Motorized Focus and Zoom	Yes	Yes	Yes	Yes
Lens Focal Length	4.7 - 84.6 mm	9 - 22 mm	3.3 - 9 mm	4.9 - 8 mm
Horizontal Angle of View	4.1° – 60°	14° – 31°	34° – 92°	52° – 92°
Vertical Angle of View	2.3° – 34°	8.2° – 17.4°	18° – 50°	29° – 51°
Max Aperture	F1.6	F1.6	F1.3	F1.8
P-Iris	Yes	Yes	Yes	Yes
Image Compression Method	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG
Multi-stream H.264 & H.265	Yes	Yes	Yes	Yes
Electronic Shutter Control	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)
Iris Control	Automatic, Open, Closed	Automatic, Open, Closed	Automatic, Open, Closed	Automatic, Open, Closed
Day/Night Control	Automatic, Manual	Automatic, Manual	Automatic, Manual	Automatic, Manual
Flicker Control - 60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz
White Balance	Automatic, Manual	Automatic, Manual	Automatic, Manual	Automatic, Manual
Backlight Compensation - Adjustable	Yes	Yes	Yes	Yes
Network 100BASE-TX	Yes	Yes	Yes	Yes
ONVIF Compliance	Yes	Yes	Yes	Yes
Onboard Analytics	Classified Object Detection			
Supported Classified Object Types	Person; Vehicle Sub-Types: Car, Truck, Bicycle, Motorcycle, Bus			

Supported Analytics Events	Objects in Area, Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Object Stops in Area, Direction Violated, Tamper Detection.			

Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication			
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP			
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP			

Device Management Protocols	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3

USB 2.0 Port	Yes	Yes	Yes	Yes
Onboard Storage SD/MicroSD Port	Yes	Yes	Yes	Yes

External I/O Terminals	Alarm In, Alarm Out	Alarm In, Alarm Out	Alarm In, Alarm Out	Alarm In, Alarm Out
RS-485 Terminal	Yes	Yes	Yes	Yes

Form-Factor	Box	Box	Box	Box

Power Source	VDC: 12 V ± 10%, VAC: 24 V ± 10%, PoE: IEEE802.3af Class 3 compliant¾			

Operating Temperature	(-10 °C to +60 °C)	(-10 °C to +60 °C)	(-10 °C to +60 °C)	(-10 °C to +60 °C)
Storage Temperature	(-10 °C to +70 °C)	(-10 °C to +70 °C)	(-10 °C to +70 °C)	(-10 °C to +70 °C)

Certifications/Directives	UL, cUL, CE, ROHS, Reach (SVHC), RCM, EAC, BIS, KC			
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1			
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3			
Electromagnetic Immunity	EN 55024, EN 61000-6-1			

Manufacturer Warranty	5 Years	5 Years	5 Years	5 Years

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,

Procurement unit of IOM Georgia

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1.   Description of Goods

IOM request prospective suppliers to submit quotation for *the supply and delivery of face recognition cameras for the Ministry of Internal Affairs of Georgia*:

Face Recognition Camera Technical Details				

Type	2 MP Box Camera	4 MP Box Camera	4 MP Box Camera	8 MP Box Camera
Quantity	21 units	67 units	63 units	2 units

Image Sensor Type	CMOS	CMOS	CMOS	CMOS
Image Sensor Size	1/2.8"	1/2.8"	1/2.8"	1/1.8"
Aspect Ratio and Max Resolution	(16:9) 1920 x 1080	(16:9) 2560 x 1440	(16:9) 2560 x 1440	(16:9) 3840 x 2160
Dynamic Range WDR Off	83 dB	83 dB	83 dB	85 dB
Dynamic Range WDR On	126 dB	126 dB	126 dB	120 dB
Max Image Rate	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps	(50 Hz/60 Hz): 25 fps/30 fps
Bandwidth Management	HDSM SmartCodec	HDSM SmartCodec	HDSM SmartCodec	HDSM SmartCodec
3D Noise Reduction Filter	Yes	Yes	Yes	Yes
LightCatcher Technology	Yes	Yes	Yes	Yes
Lens Type	Integrated	Integrated	Integrated	Integrated
Remotely Motorized Focus and Zoom	Yes	Yes	Yes	Yes
Lens Focal Length	4.7 - 84.6 mm	9 - 22 mm	3.3 - 9 mm	4.9 - 8 mm
Horizontal Angle of View	4.1° – 60°	14° – 31°	34° – 92°	52° – 92°
Vertical Angle of View	2.3° – 34°	8.2° – 17.4°	18° – 50°	29° – 51°
Max Aperture	F1.6	F1.6	F1.3	F1.8
P-Iris	Yes	Yes	Yes	Yes
Image Compression Method	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG	H.264, H.265, Motion JPEG
Multi-stream H.264 & H.265	Yes	Yes	Yes	Yes
Electronic Shutter Control	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)	(1/7 to 1/8196 sec)
Iris Control	Automatic, Open, Closed	Automatic, Open, Closed	Automatic, Open, Closed	Automatic, Open, Closed
Day/Night Control	Automatic, Manual	Automatic, Manual	Automatic, Manual	Automatic, Manual
Flicker Control - 60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz	60 Hz, 50 Hz
White Balance	Automatic, Manual	Automatic, Manual	Automatic, Manual	Automatic, Manual
Backlight Compensation - Adjustable	Yes	Yes	Yes	Yes
Network 100BASE-TX	Yes	Yes	Yes	Yes
ONVIF Compliance	Yes	Yes	Yes	Yes
Onboard Analytics	Classified Object Detection			
Supported Classified Object Types	Person; Vehicle Sub-Types: Car, Truck, Bicycle, Motorcycle, Bus			
Supported Analytics Events	Objects in Area, Object Loitering, Objects Crossing Beam, Object Appears or Enters Area, Object Not Present in Area, Objects Enter Area, Objects Leave Area, Object Stops in Area, Direction Violated, Tamper Detection.			

Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication			
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP			
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP			

Device Management Protocols	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3	SNMP v2c, SNMP v3

USB 2.0 Port	Yes	Yes	Yes	Yes
Onboard Storage SD/MicroSD Port	Yes	Yes	Yes	Yes

External I/O Terminals	Alarm In, Alarm Out	Alarm In, Alarm Out	Alarm In, Alarm Out	Alarm In, Alarm Out
RS-485 Terminal	Yes	Yes	Yes	Yes

Form-Factor	Box	Box	Box	Box

Power Source	VDC: 12 V ± 10%, VAC: 24 V ± 10%, PoE: IEEE802.3af Class 3 compliant¾			

Operating Temperature	(-10 °C to +60 °C)	(-10 °C to +60 °C)	(-10 °C to +60 °C)	(-10 °C to +60 °C)
Storage Temperature	(-10 °C to +70 °C)	(-10 °C to +70 °C)	(-10 °C to +70 °C)	(-10 °C to +70 °C)

Certifications/Directives	UL, cUL, CE, ROHS, Reach (SVHC), RCM, EAC, BIS, KC			
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1			
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3			
Electromagnetic Immunity	EN 55024, EN 61000-6-1			

Manufacturer Warranty	5 Years	5 Years	5 Years	5 Years

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 iomtbilisi@iom.int

IOM will respond to any request for clarification received on or before *16 December 2020 16:00.* Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. **Confidentiality and Non-Disclosure**

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

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

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

9. **Requirements**

9.1 **Quotation Documents**

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

a.) Quotation Form (Annex A)
b.) Price Schedule Form (Annex B)
c.) Technical Specifications Form (Annex C)
d.) Vendor Information Sheet (Annex D) supported with the following documents:
1. Company Profile (including the names of owners, key officers, technical personnel);
2. Registration Documents presented as:
   a. Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any or
   b. Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry or
   c. Valid Government Permits/Licenses;
3. Financial Statements for the last 3 closed financial years (audited or issued from relevant Government agency);
4. Certificates from the Principals (Manufacturer's Authorization Form - MAF, Certificate of Distributorship). Please note that the MAF is mandatory;
5. Catalogues/Brochures;
6. List of Plants/Warehouse/Service Facilities;
7. List of Offices/Distribution Centers/Service Centers;
8. Quality and Safety Standard Document / Manufacturer ISO 9001;
9. List of all contracts entered into for the last 3 years (indicate whether completed or ongoing);
10. 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 45 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 must be submitted in a sealed envelope containing one original, marked 'ORIGINAL' and one copy signed in the same way as the original and marked 'COPY'.

The outer envelope should provide the following information:
   a)   the address for submitting bids indicated below;
   b)   the Reference Number: RFQ No.: GE10-4200024693;
   c)   the words **'Not to be opened before the tender-opening session'**;

The Supplier must seal the original and one copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to:
International Organization for Migration (IOM), Mission to Georgia
12 Tengiz Abuladze first dead-end,
0162 Tbilisi, Georgia

Quotation shall be submitted by *hand delivery or via international express mail services* to the above address on or before *21 December 2020 by 16:00.* Late Quotations will not be accepted.

Along with sending the hard copy of the original quotation, Suppliers shall deposit the electronic versions of the quotation documents on a file hosting service (Dropbox, One Drive, etc.) and shall send the link of the folder containing the quotations to iomtbilisi@iom.int and momiadze@iom.int no later than 16:00 (GMT+4), 21.12.2020. The subject line of the e-mail containing the link for the electronic quotation download shall clearly indicate the following: *4200024693 – [insert full name of the Supplier] – Electronic quotation*

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) Offers will be evaluated using the Merit Point System defined below:

1. Evaluated price of the goods	35
2. Technical compliance of the offered Goods with the specification of request	45
3. Time of delivery	5
4. Warranty and post-warranty terms and conditions	15
Total	100

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

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:

12 Tengiz Abuladze first dead-end, Tbilisi 0162, Georgia
The applicable INCOTERMS will be DAP[1].

Delivery period shall be within 45 calendar days upon signing of the Purchase Order or Contract.

18. **Liquidated Damages**

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

19. **Payment**

Payment shall be made only upon IOM's acceptance of the goods, in 1 (one) installment, after satisfactory delivery of the requested 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.

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

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]*

PRICE SCHEDULE FORM

PROJECT TITLE : _____

LOCATION   : _____

REF NO.   : _____

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
TOTAL								

_____
Suppliers authorized signature over printed name

TECHNICAL SPECIFICATIONS

Ref No.   : _____
Item No.   : _____
Item Description : _____

Manufacturer   : _____
Origin   : _____
Model   : _____

IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
(See the technical requirements on page 3 of this document, Chapter 1. Description of Goods)	

_____
Supplier's authorized signature over printed name

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

☐ Manufacturer	☐ Authorized Dealer	☐ Information Services
☐ Wholesaler	☐ Retailer	☐ Computer Hardware
☐ Trader	☐ Importer	☐ Service Bureau
☐ Site Development/ Construction	☐ Consultancy	☐ Others _____ _____

Number of Years in business: _____

Complete Products & Services

_____

_____

Payment Details

Payment Method ☐ Cash ☐ Check ☐ Bank Transfer ☐ Others

Currency ☐ Loc. Currency ☐ USD ☐ EUR ☐ Others

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

Advance Payment ☐ Yes ☐ No ☐ % of the Total PO/Contract

Bank Details:

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

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

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

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

Company Name   Business Value   Contact Person/Tel. No.

_____   _____   _____

_____   _____   _____

_____   _____   _____

_____   _____   _____

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

☐ Yes   ☐ No

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

Name of Person   Mission/Office   Items Purchased

_____   _____   _____

_____   _____   _____

_____   _____   _____

_____   _____   _____

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

_____   _____   _____

_____   _____   _____

_____   _____   _____

_____   _____   _____

Trade Reference

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

Banking Reference

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

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	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   Signature

_____   _____

Printed Name   Printed Name

_____   _____

Position/Title   Position/Title

_____   _____

Date   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

office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist 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** - Accepted Notice of Award (NOA); and
>   (e)   **Annex E** - Performance Security.

2.   Goods/Services Supplied

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

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

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

      (a)　Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

      (b)　Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

      (c)　Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

      (d)　Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

      (e)　Training of IOM's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

3.　Charges and Payment

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

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

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

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

[bank account details]

3.5　The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

3.6　IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate or when IOM reasonably suspects that the Supplier is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

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 a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security (applicable for contracts over USD 300,000)

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 were IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

(k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable 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 destroy, 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 present 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

10. Assignment and Subcontracting

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

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

11. Force Majeure

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

12. Independent Contractor

The Supplier, 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 of IOM contact person]
[IOM's address]
[IOM's email address]

[Full name of the Supplier]
Attn: [Name of the Supplier's contact person]
[Supplier's address]
[Supplier's email address]

16. Dispute Resolution

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

16.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

16.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

16.4 The present Agreement as well as the arbitration agreement above shall be governed by 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's Name

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

18. Status of IOM

Nothing in 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. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner 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]

25. Final Clauses

25.1 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.

25.2 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	*For and on behalf of*
The International Organization for Migration	[Full name of the Supplier]
Signature	Signature
_____	_____
Name	Name
Position	Position
Date	Date
Place	Place