# **REQUEST FOR QUOTATION (RFQ)**

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| RFQ Reference: SOM-LTA-2024-014 | Date: 15 December 2024 |

# **SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of Temporary Accommodation, Transportation and Catering Services for Returning and Stranded Migrants in Mogadishu on One (1) Year Long Term Agreement Basis**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by:

Signature:

## **SECTION 2: RFQ INSTRUCTIONS AND DATA**

|  |  |
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| **Deadline for the Submission of Quotation** | **13 January 2025, 23:59 EAT (GMT +3)**If any doubt exists as to the time zone in which the quotation should be submitted, refer to <http://www.timeanddate.com/worldclock/>. |
| **Method of Submission** | Quotations must be submitted as follows: [ ]  E-tendering[x]  **Email**[ ]  Courier / Hand delivery[ ]  Other Bid submission address: procurement-tenderonly@iom.int * File Format: PDF
* File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
* All files must be free of viruses and not corrupted*.*
* Max. File Size per transmission: 25 Mb
* Mandatory subject of email: **SOM-LTA-2024-014 Temporary Accommodation in Mogadishu “Company Name”**
* Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.
* It is recommended that the entire Quotation be consolidated into as few attachments as possible.
* The proposer should receive an email acknowledging email receipt.
 |
| **Cost of preparation of quotation** | IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Supplier Code of Conduct** | All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: [Supplier Code of Conduct (ungm.org)](https://www.ungm.org/Public/CodeOfConduct).  |
| **Conflict of Interest** | **UN encourages every prospective Supplier to** avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. |
| **General Conditions of Contract** | Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement.  |
| **Eligibility** | Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative. |
| **Currency of Quotation** | Quotations shall be quoted in **USD**.  |
| **Duties and taxes** | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall:[ ]  be inclusive of VAT and other applicable indirect taxes[x]  be exclusive of VAT and other applicable indirect taxes |
| **Language of quotation and documentation including catalogues, instructions and operating manuals** | **English** |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:[x]  Annex 2: Quotation Submission Form duly completed and signed[x]  Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1[ ]  Other Click or tap here to enter text.  |
| **Quotation validity period** | Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation. |
| **Price variation** | No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.  |
| **Partial Quotes** | [x]  **Not permitted**[ ]  Permitted  |
| **Payment Terms** | [x]  100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.[ ]  Other  |
| **Contact Person for correspondence, notifications and clarifications** | Focal Person: Supply Chain OfficersE-mail address: iomsomaliasupplychainofficers@iom.int Attention: Quotations shall not be submitted to this address but to the address for quotation submission above. |
| **Clarifications** | Requests for clarification from bidders will not be accepted any later than two (2) days before the submission deadline. Responses to request for clarification will be communicated through e-mail by 07 January 2025 |
| **Evaluation method** | [x] The contract will be awarded to the lowest price substantially compliant offer[ ]  Other Click or tap here to enter text. |
| **Evaluation criteria** | [x] Full compliance with all requirements as specified in Annex 1 [x] Full acceptance of the General Conditions of Contract[ ] Comprehensiveness of after-sales services[ ] Earliest Delivery /shortest lead time [ ] Others *(for ex, environmental criteria/considerations, etc)*   |
| **Right not to accept any quotation** | IOM is not bound to accept any quotation, nor award a contract or Purchase Order |
| **Right to vary requirement at time of award** | At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions. |
| **Type of Contract to be awarded** | **LTA for Services** Service Providers who will be awarded the contract should be issued Purchase Order (PO) for each service request.  |
| **Expected date for contract award.** | 01 March 2025 |
| **Policies and procedures** | This RFQ is conducted in accordance with Policies and Procedures of IOM. |
| **UNGM registration** | IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at [www.ungm.org](http://www.ungm.org). The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.  |
| **Other Details** | Based on the results of this competitive bidding exercise, IOM intends to enter intonon‐exclusive Long Term Agreement (LTA) with the successful bidder(s) for thesupply of an indefinite quantity of the specified products in support of IOM’soperations. In the event of IOM signing Long Term Agreement(s), the following shallapply:The successful bidder shall accord the same terms and conditions to any otherorganisation within the International Organization for Migration that wishes toavail of such terms, after written consent from IOM.The expected duration of the LTA is: One (1) year with the possibility of extensionfor up to two (2) additional years subject to the Supplier’s satisfactory performanceand competitiveness of prices.The estimated volume of purchase per year is: USD 200,000.00. LTAs are considered non‐exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.IOM reserves the right to enter into LTAs with more than one supplier and the rightto split the award of contracts among the LTA holders if it is in the best interests ofIOM.The award of a contract under the LTA Will not be subject to secondary competitionamong the LTA holders.Bidders shall submit all the required documents indicated in Annex 1 of this RFQ together with its bid submission. Failure to submit the required documents may result in the bid being declared unsuccessful.  |

## **ANNEX 1: SCHEDULE OF REQUIREMENTS**

# **Terms of Reference for Temporary Accommodation, Transportation and Catering Services for Returning and Stranded Migrants in Mogadishu**

Long Term Agreement Basis

# Background

IOM Somalia requires accommodation, catering and transportation services for stranded and returning migrants for ongoing projects under the Migrant and Protection Assistance (MPA) Unit following their dignified return in Mogadishu. The services include catering, transportation, accommodation (also called “reception center”), and other related services. The organization seeks to establish long term agreements (LTAs) with qualified and experienced service providers who can offer high quality and cost-effective accommodation, catering and transportation services in different locations.

# Objective

The objective of this document is to define the scope of work, deliverables, and requirements for the temporary accommodation (inclusive of catering) and transportation services to returning migrants to be provided by the service providers on LTA basis. The document also outlines the evaluation criteria and other details.

# Scope of Work

IOM Somalia is seeking to contract a service provider which has strong presence in Mogadishu which can provide transportation to and from the airport, land transportation to various return locations in southern and central Somalia and temporary accommodation and meals with returning migrants. The selected service provider is expected to carry out services in coordination IOM Somalia Office in Mogadishu.

The service providers will be providing the following services:

* Catering: The service providers will provide catering services to ensure well-being of stranded and returning migrants, including breakfast (porridge, bread, spinach, chapati and scramble egg), lunch (rice with meat, pasta, rice with sauce, chapati) , and dinner (bread with meat-sauce, pasta, spinach) with juice and banana on the side. These catering services are served upon order in the reception centre. The catering services should comply with the global hygiene and quality standards.
* Accommodation: The service providers will secure and manage the accommodation (also called “reception center”) for the stranded and returning migrants, as per the requirements of the IOM Somalia. IOM will communicate with the service provider to notify the arrival of returning migrants to book for rooms. Accommodation should be single bedded with full catering services including refreshments, breakfast, lunch and dinner. The accommodation should be clean, comfortable, and secure. The accommodation (reception center) can be a hotel or similar facility where safety and confidentiality of the migrants are fulfilled and respected. The facility is expected to have minimum of 100 beds or capacity to accommodating 100 returnees at a time in compliance with the requirements mentioned.
* Transportation: using buses (approx. 34 seats), and minibuses (approx. 12 seats), the service providers will arrange airport pick up from Aden Abdulle International Airport – AAIA to the center and vice versa for stranded and returning migrants in need of temporary accommodation and facilitate the ground in-country onward transportation through a pre-agreed fixed amount for each location (annexed)

**Responsibilities of the Service Provider**

The service provider shall be also responsible of below while providing the catering, accommodation and transportation services:

* Through prior information-sharing, the service provider will collect pre-screened returnees in coordination with Immigration and Citizenship Agency (ICA) from the airport to the accommodation facility for further assistance. At the center, the serve provider will share with IOM the list of registered returnees requiring air and land in-country onward transportation and facilitate access of IOM staff to conduct verification exercises, assessment and M&E related interventions
* In close collaboration with IOM staff, the service provider will store and distribute NFIs and dignity kits to the most vulnerable migrant returnees (specifically, female-headed households, migrants with different forms of violence, migrants with medical conditions etc.) at the center.
* The service provider will facilitate monitoring visits to the accommodation facility to track distribution of NFIs and dignity kits and verify the distributed items against available documentation and screening surveys.
* The service provider will maintain good registration and share arrivals lists on a daily basis; produce a monthly statistical report and submit detailed invoices on services provided with returning migrants including arrival and departure times etc. The service provider will also provide other logistical arrangements, such as printing, interpretation, security and other relevant services as per IOM’s request.

# Requirements

The service providers should meet the following minimum requirements to be eligible for the LTA:

* Have a valid registration, license, and tax clearance certificate from the relevant authorities.
* Have a facility (owned or rented) that can accommodate minimum of 100 persons at a time. If the facility is rented, the rental contract must be presented and the consent of the owner must be in place. If owned, the deed of ownership or similar document has to be provided.
* Have a minimum of three (3) years proven track record of delivering high quality and cost-effective services with similar populations.
* Have a team of qualified and experienced staff, with adequate skills and knowledge in accommodation management, logistics, and administration. CVs of the staff are required to be shared.
* Have the capacity and flexibility to provide logistical arrangements with its own vehicle fleet or through 3rd party transportation service providers. Proof and details of the vehicle fleet should be submitted clearly indicating the ownership status of the vehicle as “owned” or “leased”. In case of sub-contracting a service provider, the details of the service provider shall be shared with IOM Somalia for approval.

# Evaluation Criteria

The service providers will be evaluated and selected based on the following criteria:

* Technical capacity: The experience, qualifications, and skills of the service provider and its staff, as well as the availability and quality of the resources, equipment, and facilities. Have strong relationship with airport authority and access to AAIA to deliver required services without delay.
* Past performance: The reputation, reliability, and feedback of the service provider from previous clients, as well as the evidence of successful completion and delivery of similar services especially for marginalised groups (stranded, returning migrants, unaccompanied minors and women)

# Other Details

The contract terms for the LTA will be as follows:

* The duration of the LTA will be one (1) year, with a possibility of extension for two (2) more years, subject to the satisfactory performance of the service provider and the availability of funds and needs of the IOM Somalia.
* The LTA will not guarantee any minimum or maximum volume of work or expenditure for the service provider. The IOM Somalia will issue specific contracts or purchase orders for each event, based on the terms and conditions of the LTA and the availability of funds, and needs of the IOM Somalia.
* The service provider will be paid upon the completion and delivery of the services, as per the purchase order and the invoice submitted by the service provider. The payment will be made in USD and by bank transfer to the service providers bank account.
* The service provider will be subject to the monitoring and evaluation of the IOM Somalia and will be required to submit regular reports and feedback on the quality and satisfaction of the services. The IOM Somalia reserves the right to terminate or suspend the LTA, in whole or in part, in case of unsatisfactory performance, breach of contract, or force majeure.

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| **PROSPECTIVE VENDOR INFORMATION SHEET** |
| **Vendor No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (IOM Internal Use) |

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| --- | --- |
| **Company Details** |  |
| Registered Vendor Name\*:  |  |
| Tax Organization Type\*: | Choose an item. |
| Supplier Type\*: | Choose an item. |
| Company Web Site: |  |
| Tax Country\*: | Choose an item. |
| Taxpayer ID/Tax Registration No\*: |  |
| Products and/or Services | Choose an item. |
| **Additional Information** |  |
| UNGM No.: |  | Commitment to Antiracism: | Choose an item. |  |
| UNPP No.: |  | Does your entity agrees with UN Supplier Code of Conduct: | Choose an item. |  |
| Is your Entity Women Owned?: | Choose an item. | Is the Bank Account Certificate added as attachment?: | Choose an item. |  |
| Is your Entity Disability Inclusive?: | Choose an item. |  |  |  |
|  |  |
| **Address\*** |  |
| Street Name and House No. |  |
| ZIP/Postal Code\*  |  |
| City\* |  |
| Region\* |  |
| Country\* | Choose an item. |

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| **Contact Information for communications** |  |  |
| First Name\*: |  |  | **IMPORTANT** |
| Last Name\*: |  |  | All fields marked with \* are mandatory. |
| Job Title |  |  | The form will be returned if mandatory field/s is/are empty |
| Email\*: |  |  | The Vendor Name should match ID or registration documents |

|  |  |  |
| --- | --- | --- |
| **Other Contacts**  |  |  |
| First Name\*: |  |  |  |
| Last Name\*: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |
|  |  |  |
| First Name\*: |  |  |  |
| Last Name\*: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |

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

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| --- | --- |
|  |  |
| Printed Name\*: |  |  |  | **List of attachments** |
|  |  |  |[ ]  Taxpayer ID/Tax registration number certificate. |
|  |  |  |[ ]  Business License |
|  |  |  |[ ]  Id. of the owner |
| Signature\*: |  |  |[ ]  Signed UN Supplier Code of Conduct |
| Job Title |  |  |[ ]  Proof of women ownership share of the company |
| Date |  |  |[ ]  Evidence of commitment to anti-racism |
|  |  |  |[ ]  Evidence of entity’s disability inclusive policy |
|  |  |  |[ ]  Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **SPEND AUTHORIZED SUPPLIER INFORMATION SHEET** |
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| --- | --- |
| **Supplier Details** |  |
| Supplier´s Name\*:  |  |
| Supplier Number\*: |  |
| **Payment Details** |  |
| Payment Method\*: |[ ]  Bank transfer |  | **IMPORTANT** |
|  |[ ]  Check**\*\*** |  | All fields marked with \* are mandatory. |
|  |[ ]  Cash**\*\*** |  | The form will be returned if mandatory field/s is/are empty |
|  |[ ]  Others**\*\***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | The Vendor Name should match ID or registration documents |
|  |  |  |  |  |
| **\*\***If a Non-Bank Payment Method was selected, please provide justification: |  |  |  |
|  |  |
| **Bank Details\* (This information is mandatory if payment method is via Bank Transfer)** |
| Bank Name\* |  |  |  |  |
| Address  |  |  | **NOTES** |
| City\* |  |  | Payment currency must be clearly |
| Postal Code |  |  | indicated to avoid delays and additional |
| Country\* |  |  | bank charges |
| Bank Account Name\* |  |  |  |
| Account Currency |  |  | If the company has multiple bank |
| Bank Account Number |  |  | accounts, indicate the default account |
| Swift Code/BIC (outside U.S.A.) |  | Fill only the code that | this form and add an extra sheet with |
| IBAN Number |  | corresponds to your | full information of other accounts |
| Clearing Number (Switzerland) |  | location\* |  |
| ABA No. for ACH (U.S.A.) |  |  |  |

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| **PLEASE, FILL IN THE CONTACT INFORMATION ONLY IF IT NEEDS TO BE UPDATED IN THE SUPPLIER PROFILE** |
| **Contact Information**  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| First Name: |  |  |  |
| Last Name: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |
|  |  |  |
| First Name: |  |  |  |
| Last Name: |  | Will this person have a role in Wave? | Choose an item. |
| Job Title: |  | If yes, what will be that role? | Choose an item. |
| Email\*: |  |  |  |

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

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|  |  |
| Printed Name\*: |  |  |  | **List of attachments** |
|  |  |  |[ ]  Bank Account Certificate |
|  |  |  |[ ]  Declaration of Conformity was signed in solicitation documents |
| Signature\*: |  |  |[ ]  Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Job Title |  |  |  |  |
| Date |  |  |  |  |
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**BIDDER’S DECLARATION OF CONFORMITY[[1]](#footnote-2)**

| **Yes** | **No** |  |
| --- | --- | --- |
|[ ] [ ]  On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation. |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.  |
|[ ] [ ]  On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|[ ] [ ]  It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|[ ] [ ]  On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.  |
|[ ] [ ]  IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.  |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## **ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES**

*Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

|  |  |
| --- | --- |
| Name of Bidder: | Click or tap here to enter text. |
| RFQ reference: | SOM-LTA-2024-014 | Date: Click or tap to enter a date. |

**Technical Offer**

*Provide the following:*

* *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.*
* *a brief methodology, approach and implementation plan;*
* *team composition and CVs of key personnel*

**Financial Offer**

Provide unit prices for each service as described in the TOR and listed below.

**Currency of Quotation: USD**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Description of Deliverables (Accommodation and Catering)** | **QTY** | **Unit** | **Unit Price** |
| 1. | Accommodation (Bed and Breakfast) | 1 | Pax/night |  |
| 2. | Full Board Accommodation (B&B with lunch and dinner) | 1 | Pax/night |  |
| 3. | Breakfast (in case if needed additionally) | 1 | pax |  |
| 4. | Lunch (in case if needed additionally) | 1 | pax |  |
| 5. | Dinner (in case if needed additionally) | 1 | pax |  |

| **Ref** | **Description of Deliverables (Transportation)** | **Unit** | **Unit Price** **(in USD)** | **Unit Price** **(in USD)** |
| --- | --- | --- | --- | --- |
| **Transportation to and from the airport (Aden Abdulle International Airport)** |
| **FROM** | **TO** | **Minibus** | **BUS** |
| 1. | AAIA Airport  | Center (Temp. Shelter) | 1 trip |  |  |
|  | **Land Transportation to towns/villages** | **Unit** | **Minibus** | **BUS** |
| 1. | Mogadishu | Celceli | 1 trip |  |  |
| 2. | Mogadishu | Bukeyle | 1 trip |  |  |
| 3. | Mogadishu | Buq Aqable  | 1 trip |  |  |
| 4. | Mogadishu | Maxaas | 1 trip |  |  |
| 5. | Mogadishu | Farlibaax | 1 trip |  |  |
| 6. | Mogadishu | Barawe | 1 trip |  |  |
| 7. | Mogadishu | Qansax Dheere | 1 trip |  |  |
| 8. | Mogadishu | Elgaras Bakool | 1 trip |  |  |
| 9. | Mogadishu | Bu'ale | 1 trip |  |  |
| 10. | Mogadishu | Halgan | 1 trip |  |  |
| 11. | Mogadishu | Sakow | 1 trip |  |  |
| 12. | Mogadishu | Biyooley Bakool | 1 trip |  |  |
| 13. | Mogadishu | Jawiil | 1 trip |  |  |
| 14. | Mogadishu | Rab dhure | 1 trip |  |  |
| 15. | Mogadishu | Gof Gaduud | 1 trip |  |  |
| 16. | Mogadishu | Kiliga Shinaha | 1 trip |  |  |
| 17. | Mogadishu | Jimbiley | 1 trip |  |  |

**Compliance with Requirements**

|  |  |
| --- | --- |
|  | You Responses |
|  | Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter proposal |
| Delivery Lead Time |[ ] [ ]  Click or tap here to enter text. |
| Validity of Quotation |[ ] [ ]  Click or tap here to enter text. |
| Payment terms |[ ] [ ]  Click or tap here to enter text. |
| Other requirements [pls. specify] |[ ] [ ]  Click or tap here to enter text. |

|  |
| --- |
| I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted. |
| *Exact name and address of company*Company NameClick or tap here to enter text.Address: Click or tap here to enter text. Click or tap here to enter text.Phone No.: Click or tap here to enter text.Email Address: Click or tap here to enter text. | Authorized Signature: Date: Click or tap here to enter text.Name: Click or tap here to enter text.Functional Title of Authorised Signatory: Click or tap here to enter text.Email Address: Click or tap here to enter text. |

|  |  |
| --- | --- |
| IOM office-specific Ref. No. |  |
| IOM Project Code |  |

**LONG TERM AGREEMENT FOR [TYPE OF SERVICES]**

**between the**

**International Organization for Migration**

**and**

**[Name of the Service Provider]**

This Long Term Agreement for the Recurring Provision of Services is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], (hereinafter referred to as “**IOM**”), and [**Name of the Other Party**], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. **Introduction and Integral Documents**
	1. The Service Provider agrees to provide IOM with [insert brief description of services] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from **[starting date]** to **[end date]**.
	2. The following documents form an integral part of this Agreement: [*add or delete as required*]
		1. **Annex A** - Terms of Reference
		2. **Annex** **B** - Price Schedule;
		3. **Annex C** - Sample Purchase Order
		4. **Annex D** - IOM Terms and Conditions for European Union Funded Service Type Agreements

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

1. **Services**

2.1 The Service Provider agrees to provide to IOM the following services (the “**Services**”) when requested by Purchase Order (sample attached as Annex C) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each service in the Price Schedule in Annex B, in accordance with the Terms of Reference in Annex C and in line with the delivery schedule outlined by each Purchase Order:

 Details to be included

2.2 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties.

2.4 IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

2.5 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.

2.6 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

1. **The Service Fee**

3.1 The total Service Fee for each request of Services under this Agreement is determined by each PO in accordance with the rates indicated in Annex B (the “**Service Fee**”).

3.2 The Service Provider shall invoice IOM upon completion of all the Services in accordance with this Agreement and the relevant Purchase Order. The invoice shall include: services provided

* 1. The Service Fee shall become due 30(thirty) days after IOM’s receipt and approval of the invoice.
	2. Payment shall be made in USD by bank transfer to the following bank account:

|  |  |
| --- | --- |
| Bank Name:  |  |
| Bank Branch: |  |
| Bank Account Name:  |  |
| Bank Account Number:  |  |
| Swift Code:  |  |
| IBAN Number:  |  |

 Any change to the bank account shall be formalized by an amendment to this Agreement.

3.5 The Service Fee specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider 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 Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

3.7 The Price Schedule (Annex B) shall remain valid for a period of at least one year.

3.8 The Service Provider certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar services within similar circumstances.

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

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

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

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

1. **Performance Security**

4.1 If required by IOM, the Service Provider shall provide IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Service Fee, to be issued by a reputable bank or company, and in the format acceptable to IOM.

4.2 The Performance Security shall serve as the guarantee for the Service Provider’s satisfactory 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 Service Provider’s liability to IOM, in the event of breach of this Agreement by the Service Provider. The Performance Security shall be effective until 30 (thirty) days from the completion of Service Provider’s obligations under relevant Purchase Orderfollowing which it will be released by IOM.

1. **Warranties**

5.1 The Service Provider warrants that:

1. It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
8. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
9. The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider 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 thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
10. 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 Service Provider becomes aware of any situation where IOM’s legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
11. It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
12. 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 United Nations Security Council Consolidated List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions 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 Service Provider shall ensure that this requirement is included in all subcontracts.

5.2 The Service Provider 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 Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

1. fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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;
2. corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery;
3. collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit;
4. coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract;
5. obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM’s contractual rights of audit, investigation and/or access to information, including 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;
6. unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child;
7. money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

5.3 The Service Provider further warrants that it shall:

1. Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),[[2]](#footnote-3) and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,[[3]](#footnote-4) by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
2. accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
3. Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
4. Provide to IOM, on written request, all relevant information to determine whether the Service Provider has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
5. Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
6. Adhere to the provisions of this Article for the duration of this Agreement.

5.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2 or 5.3 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 Service Provider all losses suffered by IOM in connection with such breach.

5.5 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

1. **Assignment and Subcontracting**

6.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

6.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider 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 Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

1. **Delays, Defaults and Force Majeure**

7.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in any Purchase Order, IOM reserves the right to:

1. Terminate the Purchase Order without liability by giving immediate notice, and to charge the Service Provider any loss incurred as a result of the Service Provider’s failure to provide the Services within the time specified; or
2. Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Service Fee for every day of delay or breach of the delivery schedule by the Service Provider. IOM shall have the right to deduct such amount from the Service Provider’s outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider.

7.2 Acceptance of Services delivered late shall not be deemed a waiver of IOM’s rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider’s obligation to perform further Services in accordance with the Agreement.

7.3 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.

7.4 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.

7.5 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider 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 the Article on Termination shall apply.

1. **Independent Contractor**

The Service Provider, 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.

1. **Audit**

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's 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 Service Provider shall be available for interview.

1. **Confidentiality**

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

10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by IOM’s donors or auditors or in relation to IOM’s reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM, provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

1. **Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

1. **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] |
| Address: | [IOM’s address] |
| Email:  | [IOM’s email address] |

|  |
| --- |
| **[Full name of the Service Provider]** |
| Attn: | [Name and title/position of Service Provider’s contact person] |
| Address: | [Service Provider’s address] |
| Email:  | [Service Provider’s email address] |

1. **Dispute Resolution**

13.1 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.

13.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

13.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.

13.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.

13.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.

13.6 This Article survives the expiration or termination of the present Agreement.

1. **Use of IOM Name, Abbreviation and Emblem**

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM’s prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. **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 International Organization for Migration.

1. **Indemnity**

The Service Provider 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 Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

1. **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.

1. **Termination**

18.1 IOM may terminate or suspend any Purchase Order or this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Purchase Order or Agreement or the funding of IOM applicable to the Purchase Order or Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon 30 (thirty) day’s written notice without having to provide any justification.

18.2 In the event of termination of a Purchase Order or Agreement, IOM will only pay for the Services completed in accordance with the Purchase Order or Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

18.3 In the event of any termination of a Purchase Order or Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the relevant Purchase Order or Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Purchase Order or Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

18.4   In the event of suspension of any Purchase Order or this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of the respective Purchase Order or this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of the Purchase Order or this Agreement as applicable.

1. **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.

1. **Entire Agreement**

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

1. **Final Clauses**

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.

21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

Signed in duplicate in English, on the dates and at the places indicated below.

|  |  |  |
| --- | --- | --- |
| *For and on behalf of* The International Organization for Migration |  | *For and on behalf of* [Name of Service Provider] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date:  |  | Date:  |
| Place: |  | Place: |

1. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)
2. Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf (un.org)](https://documents-dds-ny.un.org/doc/UNDOC/GEN/N03/550/40/PDF/N0355040.pdf?OpenElement) [↑](#footnote-ref-3)
3. UN System Model Policy on Sexual Harassment, [CEB Model Policy (unsceb.org)](https://unsceb.org/sites/default/files/imported_files/UN%20System%20Model%20Policy%20on%20Sexual%20Harassment_FINAL_0.pdf) [↑](#footnote-ref-4)