# **REQUEST FOR QUOTATION (RFQ)**

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| RFQ Reference: **4200717935** | Date: 14 November 2024 |

**SECTION 1: Request for Quotation (RFQ) for WASH Billing system in Baidoa Urban Water Supply and Sanitation Project**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of 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

Section 3: General Conditions of Contract

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Financial Offer Submission Form and Annex 3 Technical 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** | **28 November 2024; 1700 (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  Email  Courier / Hand delivery  Other Click or tap here to enter text.  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: 8 MB   Mandatory subject of email: **4200717935 WASH Billing system in Baidoa**  **“PLEASE DO NOT CHANGE THE SUBJECT DURING SUBMISSION”**   * 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  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:  Annex 1: Financial Offer Submission Form duly completed  Annex 2: Technical 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 120 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** | Not permitted  Permitted *Not Permitted.* |
| **Payment Terms** | 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.  Other Click or tap here to enter text. |
| **Contact Person for correspondence, notifications and clarifications** | Focal Person: [iomsomprocurement@iom.int](mailto:iomsomprocurement@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 5 days before the submission deadline. Responses to request for clarification will be communicated on email by 2 days |
| **Evaluation method** | The contract will be awarded to the lowest price substantially compliant offer.  Other Click or tap here to enter text. |
| **Evaluation criteria** | |  |  |  | | --- | --- | --- | | # | **Criteria** | **Rating** | | 1 | Similar experience in Somalia and neighbouring countries in terms of the Scope, Cost, and subject matter- at list **2** past assignments (**contracts**) with documented evidence such as Contracts | **Fail/Pass** | | 2 | Propose Methodology such as Bulk Water Management Billing Component, distribution Water Management Billing Component, data Integration and Security Component, technology and Infrastructure Component, regulatory Compliance and Enhancement of Business Functions Component and technology and Infrastructure Requirements | **Fail/Pass** | | 3 | Experience in working in Somalia or affiliated to a Somali based organization or worked in fragile, emergency set-up.. | **Fail/Pass** | |  | **Project Manager/Team Leader**  **Qualifications**: Master’s degree in software engineering, Computer Science, or a related field.  **Experience**: Minimum 15 years of professional experience in software development, with a strong emphasis on water utility billing systems. Proven experience in project management, team leadership, and administration.  **Specific Skills:** Expertise in agile methodologies, software development life cycle (SDLC), and requirements gathering. | **Fail/Pass** | |  | **Software Developer (Water Utility Billing Systems)**  **Qualifications:** Bachelor’s degree in computer science, Software Engineering, or a related field.  **Experience:** Minimum 5 years of experience in developing and implementing billing systems for water utilities. Strong understanding of water management processes and data structures.  **Specific Skills:** Proficiency in relevant programming languages (e.g., Java, Python, C#), database management (e.g., SQL, NoSQL), and cloud platforms (e.g., AWS, Azure). | **Fail/Pass** | |  |  |  | | 4 | **Geographical Information System (GIS) and Remote Sensing Expert**  **Qualifications:** Bachelor's degree in Geography, Geomatics, or a related field.  **Experience**: Minimum 5 years of experience in GIS and remote sensing applications, preferably within the water sector.  **Specific Skills:** Proficiency in GIS software (e.g., ArcGIS, QGIS), spatial data analysis, and remote sensing techniques for water resource management | **Fail/Pass** | | 5 | **Data Analyst**  **Qualifications**: Bachelor's degree in Statistics, Data Science, or a related field.  **Experience:** Minimum 3 years of experience in data analysis and reporting, preferably within the water sector.  **Specific Skills**: Proficiency in data analysis tools (e.g., R, Python, Tableau), statistical modelling, and data visualization. | **Fail/Pass** | | 6 | **Technical Specialist (Water Metering, NRW and Infrastructure)**  **Qualifications**: Bachelor's degree in Civil Engineering, Mechanical Engineering, or a related field.  **Experience:** Minimum 5 years of experience in water metering systems, infrastructure design, and maintenance.  **Specific Skills**: Understanding of water meter technologies, hydraulics, and infrastructure design principles. | **Fail/Pass** | | 7 | **Financial Specialist**  **Qualifications**: Bachelor's degree in Finance, Economics, or a related field.  **Experience**: Minimum 5 years of experience in financial modeling, revenue forecasting, and cost analysis, preferably within the water sector.  **Specific Skills**: Expertise in financial software, budgeting, and financial reporting. | **Fail/Pass** | | 8 | **Legal Expert**  **Qualifications:** Law degree with specialization in environmental law or water resources management.  **Experience**: Minimum 5 years of experience in legal consulting, particularly in water law and tariff legislation.  **Specific Skills**: Knowledge of Somali water laws, regulations, and contractual agreements. | **Fail/Pass** | | 9 | Registration Certificate from the Ministry of Energy and Water of Southwest State of Somalia. | **Fail/Pass** | | 10 | Provide Audited Accounts for two years 2022, and 2023. | **Fail/Pass** | |  |  |  | |
| **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** | Service Agreement contract |
| **Expected date for contract award.** | 05 December 2024 |
| **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. |

TERMS OF REFERENCE FOR WATER UTILITY BILLING SYSTEM

FOR

Baidoa Urban Water Supply and Sanitation Project

1. **INTRODUCTION**

The Federal Government of Somalia has secured funding from the African Development Bank to support the Baidoa Urban Water Supply and Sanitation Project, with IOM playing a key role as the implementing partner. A pivotal aspect of this initiative pertains to institutional reinforcement, encompassed within the Capacity Building component.

With funding assistance from IOM, the Ministries of Energy & Water Resources of South West state have successfully established a Public-Private Partnership (PPP) company in Baidoa, in strict adherence to the Water Act of both states. The primary mission of these entities is to institute a sustainable commercial water supply model for the district of Baidoa. The PPP company is expressly tasked with overseeing bulk water management, encompassing all aspects of bulk water production and its supply to private water service providers for distribution and last mile connectivity.

Additionally, these recently created PPP company will play a central role in harmonizing and streamlining the management of water supply and sewerage services. A core tenet of the service delivery framework involves segregating functions within water sector players, thus separating policymaking, regulation, asset ownership or control, and service delivery. In this regard, the PPP Company will engage the private sector as service providers for water distribution and last-mile connection through a public-private partnership agreement model.

The Baidoa Urban Water Supply and Sanitation Project is underpinned by explicit infrastructure development objectives, encompassing the expansion of safe water access, sanitation enhancement, bolstering the capacity for improved water and sanitation service delivery, and mitigating economic and social exclusion affecting marginalized segments of the population in Baidoa town. These objectives will be realized through three distinct project components: (i) Construction and rehabilitation of water supply and sanitation infrastructure, (ii) Capacity development, and (iii) Project management.

Within the context of the Baidoa urban water supply projects, there is a pressing need for Utility Billing Software ("UBS") with an integrated Electronic Payment Module (EPM) system for payments and cash receipting within the Water Supply Billing System. The primary aim of this system is to furnish an efficient and transparent solution for billing water supply services. It comprises two pivotal components: Bulk Water Management and Distribution Water Management, each meticulously tailored to meet the specific demands of the PPP company (BAIWASCO) and Private Water Service Providers (PWSPs) operating in Baidoa.

The proposed solution should exhibit flexibility to accommodate reengineered processes. IOM is seeking a cutting-edge software solution capable of billing residential and commercial customers primarily for water usage. The new software should seamlessly interface with water meter reading and Geographic Information System (GIS) software systems. The selection and implementation of this new utility billing system should also be viewed as an opportunity to enhance commercial water supply business functions, productivity, and the incorporation of current and future technologies, with the potential for direct general ledger postings.

1. **THE NEED FOR INTEGRATED BILLING SYSTEM**

A key element of the Baidoa Urban Water Supply and Sanitation Project is the installation of an effective and transparent water utility billing system. In order to improve access to safe water, improve sanitation, and advance overall service delivery, the districts of Kismayo and Baidoa rely heavily on the necessary sophisticated billing system, which acts as the cornerstone for administering water supply services.

The required innovative billing system should include two primary components: Bulk Water Management and Distribution Water Management, each meticulously tailored to meet the specific needs of the PPP company and Private Water Service Providers (PWSPs) in Baidoa. The Billing System's significance extends beyond mere financial transactions. It is intended to improve transparency, accountability, and efficiency in water supply operations, ultimately benefiting residents of Baidoa. With this billing system, IOM’s goal is to not only streamline billing and revenue collection operations, but also to develop a sustainable commercial water distribution model.

Furthermore, the Water Utility Billing System should respond to the need for modernity in water management and financial activities. It integrates Utility Billing Software (UBS) with an Electronic Payment Module (EPM), allowing for secure and convenient payments and cash receipting. This system should be built to be adaptable in order to support reengineered processes and to smoothly interact with water meter reading and Geographic Information System (GIS) software systems, hence fostering technological integration and increased productivity. In essence, the billing system is seen as a chance not only to improve the business activities of water supply services, but also to open the way for the absorption of current and future technologies, with the possibility of direct general ledger posts.

In conclusion, the Water Utility Billing System is more than just a financial tool; it is the foundation of Baidoa's sustainable and successful water supply and sanitation services. It illustrates the commitment of the AFDB, IOM, and the government to providing water supply services that are safe, accessible, affordable, reliable, and managed in a transparent manner, while simultaneously

1. **PROJECT OBJECTIVES**

The primary objectives of the water utility billing system are:

1. Automation and Optimization: Automate and optimize the billing process for both bulk water management and distribution water management, reducing manual intervention and improving efficiency.
2. Transparency and Accountability: Ensure transparency, accuracy, and accountability in billing and revenue collection processes.
3. Efficient Data Sharing: Facilitate efficient data sharing and communication between JUWA and Water Service Providers (WSPs).
4. Revenue Enhancement: Enhance revenue collection by streamlining billing processes and reducing revenue losses.
5. Non-Revenue Water (NRW) Reduction: Reduce NRW by tracking and monitoring NRW data, enabling WSPs to take necessary actions for leakage reduction and resource conservation.
6. Modernization: Respond to the need for modernization in water management and financial activities, incorporating current and future technologies for sustainable development.
7. **SCOPE OF WORK**

The water utility billing system will encompass the following components:

* 1. ***Bulk Water Management Billing Component***
* Implement accurate measurement and monitoring systems to track water supply at the bulk level.
* Develop a clear tariff structure for the sale of bulk water to WSPs.
* Integrate data from measurement devices to generate invoices for WSPs.
* Provide detailed monthly reports to JUWA for billing and revenue analysis.
  1. ***Distribution Water Management Billing Component***
* Implement a billing system for WSPs to charge consumers for last-mile water supply services.
* Track and report on NRW data, enabling WSPs to take necessary actions for leakage reduction.
* Facilitate the collection of payments from individual households, ensuring timely and accurate revenue collection.
* Offer customer support for billing inquiries and dispute resolution.
  1. ***Data Integration and Security Component***
* Ensure robust data security measures are in place to protect sensitive billing information.
* Facilitate secure and efficient data sharing and communication between JUWA and WSPs.
  1. ***Technology and Infrastructure Component***
* Utilize a sophisticated billing software system capable of handling both bulk and distribution billing, with the flexibility to adapt to reengineered processes.
* Maintain a centralized database for billing data storage and retrieval.
* Interface seamlessly with water meter reading and Geographic Information System (GIS) software to streamline data collection and management.
  1. ***Regulatory Compliance and Enhancement of Business Functions Component***
* Ensure that the billing system adheres to all relevant regulations and standards governing water supply services in Kismayo and Baidoa, as specified in the Water Act.
* Provide training and capacity-building programs for staff involved in operating the billing system to ensure its efficient use.
* View the selection and implementation of the new Utility Billing Software (UBS) as an opportunity to enhance commercial water supply business functions, productivity, and the incorporation of current and future technologies, with the potential for direct general ledger postings.
  1. ***Technology and Infrastructure Requirements***
* Billing Software: Utilize sophisticated billing software capable of handling both bulk and distribution billing. The software should be flexible to accommodate reengineered processes and support efficient billing operations.
* Database Management: Maintain a centralized and secure database for billing data storage and retrieval. The database should be robust, scalable, and capable of handling large volumes of billing data.
* Integration with Water Meter Reading and GIS Systems: Interface seamlessly with water meter reading and Geographic Information System (GIS) software systems. This integration streamlines data collection, enhances data accuracy, and improves operational efficiency.

1. **IMPLEMENTATION METHODOLOGY**

The implementation of the water utility billing system will follow a phased approach:

* 1. ***Phase 1: Needs Assessment and System Design***
* Conduct a comprehensive needs assessment to identify the specific requirements of JUWA, WSPs, and consumers.
* Develop a detailed system design, including functional specifications, technical requirements, and user interface design.
  1. ***Phase 2: Software Selection and Procurement***
* Issue a Request for Proposal (RFP) to potential software vendors.
* Evaluate proposals based on technical capabilities, functionality, cost, and implementation timeline.
* Select and procure the chosen billing software.
  1. ***Phase 3: System Implementation and Training***
* Implement the chosen billing software, including system configuration, data migration, and user training.
* Develop and implement comprehensive training programs for MOEWR, PPP Company (BAIWASCO), PWSPs, and consumer representatives.
  1. ***Phase 4: System Testing and Rollout***
* Conduct thorough system testing to ensure functionality, security, and performance.
* Roll out the water utility billing system in a phased manner, starting with pilot sites and gradually expanding to the entire service area.
  1. ***Phase 5: Ongoing Support and Maintenance***
* Provide ongoing technical support and maintenance for the water utility billing system, including system updates, bug fixes, and user assistance.
* Establish a monitoring and evaluation framework to track system performance and identify areas for improvement.

1. **EXPECTED OUTCOMES**
   1. The successful implementation of the water utility billing system is expected to deliver the following benefits:
   2. Efficiency: Automated billing processes, reducing manual workloads, and streamlining operations, resulting in increased efficiency.
   3. Transparency: Improved transparency and accuracy in billing and revenue collection instill trust among stakeholders, including consumers and service providers.
   4. Financial Returns: Enhanced revenue collection and reduced NRW contribute to increased financial returns, which can be reinvested in water supply and sanitation projects.
   5. Data-Driven Decision-Making: The system provides valuable data for decision-making, enabling water agencies to identify areas for improvement and resource allocation.
   6. Customer Support: The water utility billing system includes customer support features, addressing billing inquiries and disputes, improving customer satisfaction.
   7. Regulatory Compliance: Ensures compliance with the Water Act and other relevant regulations, mitigating legal and regulatory risks.
   8. Modernization: Responds to the need for modernization in water management and financial activities, incorporating current and future technologies for sustainable development.
   9. Capacity Building: Provides training and capacity-building opportunities for staff involved in operating the billing system, enhancing their skills and competencies.
   10. Infrastructure Integration: Seamlessly integrates with water meter reading and GIS systems, fostering technological integration and data accuracy.
   11. Cost Savings: By automating billing processes and reducing NRW, the water utility billing system can lead to cost savings and efficient resource utilization.
2. **CONSULTANT PROFILE** 
   1. The assignment is expected to be led by a qualified Software engineer, accompanied by both key and supporting experts. Based on the tasks mentioned above, it is proposed that the team of the consultant should consist of at least the following experts:
      1. ***Project Manager/Team Leader***

* Qualifications: Master’s degree in software engineering, Computer Science, or a related field.
* Experience: Minimum 15 years of professional experience in software development, with a strong emphasis on water utility billing systems. Proven experience in project management, team leadership, and administration.
* Specific Skills: Expertise in agile methodologies, software development life cycle (SDLC), and requirements gathering.
  + 1. ***Software Developer (Water Utility Billing Systems)***
* Qualifications: Bachelor’s degree in computer science, Software Engineering, or a related field.
* Experience: Minimum 5 years of experience in developing and implementing billing systems for water utilities. Strong understanding of water management processes and data structures.
* Specific Skills: Proficiency in relevant programming languages (e.g., Java, Python, C#), database management (e.g., SQL, NoSQL), and cloud platforms (e.g., AWS, Azure).
  + 1. ***Geographical Information System (GIS) and Remote Sensing Expert***
* Qualifications: Bachelor's degree in Geography, Geomatics, or a related field.
* Experience: Minimum 5 years of experience in GIS and remote sensing applications, preferably within the water sector.
* Specific Skills: Proficiency in GIS software (e.g., ArcGIS, QGIS), spatial data analysis, and remote sensing techniques for water resource management.
  + 1. ***Data Analyst***
* Qualifications: Bachelor's degree in Statistics, Data Science, or a related field.
* Experience: Minimum 3 years of experience in data analysis and reporting, preferably within the water sector.
* Specific Skills: Proficiency in data analysis tools (e.g., R, Python, Tableau), statistical modeling, and data visualization.
  + 1. ***Technical Specialist (Water Metering, NRW and Infrastructure)***
* Qualifications: Bachelor's degree in Civil Engineering, Mechanical Engineering, or a related field.
* Experience: Minimum 5 years of experience in water metering systems, infrastructure design, and maintenance.
* Specific Skills: Understanding of water meter technologies, hydraulics, and infrastructure design principles.
  + 1. ***Financial Specialist***
* Qualifications: Bachelor's degree in Finance, Economics, or a related field.
* Experience: Minimum 5 years of experience in financial modeling, revenue forecasting, and cost analysis, preferably within the water sector.
* Specific Skills: Expertise in financial software, budgeting, and financial reporting.
  + 1. ***Legal Expert***
* Qualifications: Law degree with specialization in environmental law or water resources management.
* Experience: Minimum 5 years of experience in legal consulting, particularly in water law and tariff legislation.
* Specific Skills: Knowledge of Somali water laws, regulations, and contractual agreements.
  1. Experience in working in Somalia or affiliated to a Somali based organization or worked in fragile, emergency set-up.
  2. The consultant should integrate local professional skills or cooperate with local consulting companies to provide national experience.
  3. The consultant should engage Somali speaking staff, preferably the project manager should be Somali native, Somali language speaking.
  4. All staff must be independent and free from conflicts of interest in the responsibilities accorded to them.
  5. Registration Certificate/willingness to obtain a Registration Certificate from the Ministry of Energy and Water of Southwest State of Somalia.
  6. Non-Somali experts/Non-Somali companies have to submit their security concept to IOM. The consultant will be responsible for the security of the members of the project team deployed to the field for this assignment.

1. **REPORTING**

The consultant will be reporting to Senior WASH Program manager for IOM WASH Unit while working in close collaboration with the Ministry of Energy and Water Resources of South West State of Somalia.

1. **SPECIAL REQUIREMENTS**

The consultant will cater for all logistical requirements associated with this task including and not limited to, air fares (to and from feasibility areas), Visa and accommodation and transport in Baidoa . The consultant should therefore include these items in the offer.

**Delivery Requirements**

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|  |  |  | **Delivery Requirements** |
|  |  |  |  |
|  | **Delivery date and time** |  | Bidder shall deliver the goods Click or tap here to enter text. After Contract signature. |
|  | **Delivery Terms** |  | Click or tap here to enter text. |
|  | **(INCOTERMS 2020)** |  |
|  |  |  |
|  |  |  | ☐ Not applicable |
|  | **Customs clearance** |  | Shall be done by: |
|  | **(must be linked to** |  | ☐ Name of organisation |
|  | **INCOTERM** |  | ☐ Supplier/bidder |
|  |  |  | ☐ Freight Forwarder |
|  | **Exact Address(es) of** |  | Click or tap here to enter text. |
|  | **Delivery Location(s)** |  |
|  |  |  |
|  | **Distribution of shipping** |  | Click or tap here to enter text. |
|  | **documents (if using** |  |  |
|  | **freight forwarder)** |  |  |
|  | **Packing Requirements** |  | Click or tap here to enter text. |
|  | **Training on Operations** |  | Click or tap here to enter text. |
|  | **and Maintenance** |  |
|  |  |  |
|  | **Warranty Period** | | Click or tap here to enter text. |
|  | **After-sales service and** |  |  |
|  | **local service support** |  | Click or tap here to enter text. |
|  | **requirements** |  |  |
|  | **Preferred Mode of** |  | Choose an item. |
|  | **Transport** |  |
|  |  |  |
|  |  |  |  |
|  | **Other information** |  |  |
|  |  |  |  |

**ANNEX 2: QUOTATION SUBMISSION FORM**

*Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. 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: | 4200717935 | Date: Click or tap to enter a date. |

**VENDOR INFORMATION SHEET[[1]](#footnote-1)**

Please submit the filled in and signed vendor information sheet -**attached at the end of the main document.**

**BIDDER’S DECLARATION OF CONFORMITY[[2]](#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: | 4200717935 | 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 a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump-sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

**Currency of Quotation: USD**

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description of Deliverables** | **Price** |
| 1. | **Phase 1: Needs Assessment and System Design**  Conduct a comprehensive needs assessment to identify the specific requirements of JUWA, WSPs, and consumers.  Develop a detailed system design, including functional specifications, technical requirements, and user interface design |  |
| 2 | **Phase 2: Software Selection and Procurement**  Issue a Request for Proposal (RFP) to potential software vendors.  Evaluate proposals based on technical capabilities, functionality, cost, and implementation timeline |  |
| 3 | **Phase 3: System Implementation and Training**  Implement the chosen billing software, including system configuration, data migration, and user training.  Develop and implement comprehensive training programs for MOEWR, PPP Company (BAIWASCO), PWSPs, and consumer representatives. |  |
| 4 | **Phase 4: System Testing and Rollout**  Conduct thorough system testing to ensure functionality, security, and performance.  Roll out the water utility billing system in a phased manner, starting with pilot sites and gradually expanding to the entire service area. |  |
| 5 | **Phase 5: Ongoing Support and Maintenance**  Provide ongoing technical support and maintenance for the water utility billing system, including system updates, bug fixes, and user assistance.  Establish a monitoring and evaluation framework to track system performance and identify areas for improvement. |  |
| **Total Price** | |  |
|  | |  |

**Appendix 1 to Annex 3 is attached with the RFQ separately, please fill up accordingly.**

**Breakdown of Fees**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Personnel / other elements** | **UOM** | **Qty** | **Unit Price** | **Total Price** |
| Personnel |  |  |  |  |
| e.g. Project Manager/Team Leader | day |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Other expenses |  |  |  |  |
| International flights |  |  |  |  |
| Subsistence allowance |  |  |  |  |
| Local Transportation |  |  |  |  |
| Communication |  |  |  |  |
| Other Costs: (please specify) |  |  |  |  |
| **Total** |  |  |  |  |

**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. |

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **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. | | | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | |  | |
| 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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  |  |  |

|  |
| --- |
| **SPEND AUTHORIZED SUPPLIER INFORMATION SHEET** |
|  |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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.) |  | | |  | | | | |  |

|  |  |  |
| --- | --- | --- |
| **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.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | |  | |
| Printed Name\*: |  |  |  | **List of attachments** | |
|  |  |  |  | Bank Account Certificate | |
|  |  |  |  | Declaration of Conformity was signed in solicitation documents | |
| Signature\*: |  |  |  | Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Job Title |  |  |  |  | |
| Date |  |  |  |  | |
|  |  |  |  |  | |
|  |  |  |  |  | |
|  |  |  |  |

## **SECTION 3: GENERAL CONDITIONS OF CONTRACT**

**SERVICE AGREEMENT**

**between**

**the International Organization for Migration**

**and**

**[Name of the Service Provider]**

**on**

**[Type of Services]**

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [**Name of the Service Provider**], [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] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
   2. The following documents form an integral part of this Agreement: [*add or delete as required*]
      1. **Annex A** - Bid/Quotation Form
      2. **Annex B** - Price Schedule
      3. **Annex C** - Delivery Schedule and Terms of Reference
      4. **Annex D** - Accepted Notice of Award (NOA)
      5. **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements
2. Services

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider shall commence the provision of Services from **[date]** and fully and satisfactorily complete them by **[date]**.

2.3 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.

*[Optional for Long-Term Agreements (please delete if not applicable)]*

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

*[Optional for Piggybacking for other UN agencies (please delete if not applicable)]*

2.5 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 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “**Service Fee**”).

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 The Service Fee shall become due [insert number of days in numbers]([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

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

3.4 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.

3.5 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.

1. Warranties

4.1 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 has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
8. The Price 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.
9. 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.
10. It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
11. 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 terrorism legislation. If, during the term of this Agreement, the Service Provider 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 Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 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 suspicion that the following practice may have occurred or exist:

1. 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;
2. 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;
3. 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;
4. 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.
5. an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to 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.
6. 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.

4.3 The Service Provider further warrants that it shall:

1. 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:
2. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
3. 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.
4. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
5. 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.
6. Ensure that the SEA provisions are included in all subcontracts.
7. Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 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.

1. Assignment and Subcontracting

5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon 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.

5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider 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 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 bound and liable thereunder 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.

1. Delays, Defaults and Force Majeure

6.1 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 the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. 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. 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.

6.2  In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days’ written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

6.3 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.

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

IOM shall be entitled without liability to suspend or terminate the Agreement if the 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 Article 17 (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

9.1 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 or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider 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 Service Provider and the amount of the contract/project to the extent as required by IOM’s donors 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.

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]

[IOM’s address]

Email: [IOM’s email address]

**[Full name of the Service Provider]**

Attn: [Name and title/position of the Service Provider‘s contact person]

[Service Provider‘s address]

Email: [Service Provider‘s email address]

1. Dispute Resolution

12.1. 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.

12.2 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.

12.3 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.

12.4 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.

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 as an intergovernmental organization.

1. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

15.2 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

17.1 IOM may at any time suspend or terminate 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 Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days’ written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this 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.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the 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 Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4   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 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 this Agreement.

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. Entirety

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

20.1 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 Article 17.

20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

1. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM’s Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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

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

1. [Vendor Information Sheet.xlsx](https://iomint.sharepoint.com/:x:/t/ManilaSupplyChainUnit/EcdiXZEFetxEl29DHqMnNLgBnUvABCGiNC-UMMSpf4ddXQ?e=IBVJfN) [↑](#footnote-ref-1)
2. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-2)