

## INVITATION TO BID (ITB)

### **Supply and Delivery of LPG Cooking Kits (including Stoves, Regulators, Hosepipes, Clamps, and After-Sales Services) and Pressure Cookers for LPG Operations in Refugee Camps in Cox's Bazar, Bangladesh**

ITB Reference No: 30000025358

Country: Bangladesh

Date: 10 June 2026

#### SECTION 1: LETTER OF INVITATION

The International Organization for Migration (IOM) and the United Nations High Commissioner for Refugees (UNHCR) hereby invite prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB). This solicitation is conducted jointly by IOM and UNHCR; however, each agency shall enter into its own agreement with the selected bidder(s), as applicable. The solicitation process shall be conducted in accordance with IOM procurement rules and procedures.

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

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

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

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

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to [iomcxbprocure@iom.int](mailto:iomcxbprocure@iom.int) no later than 17 June 2026, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Supply Chain Unit, Cox's Bazar, Bangladesh

## SECTION 2: INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

### SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is 30000025358</p> <p>The scope of the assignment includes the Supply and Delivery of LPG Cooking Kits (including Stoves, Regulators, Hosepipes, Clamps, and After-Sales Services) and Pressure Cookers for LPG Operations in Refugee Camps in Cox's Bazar, Bangladesh as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM and UNHCR intend to enter into non-exclusive Long Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of their respective operations. In the event that IOM and/or UNHCR sign Long Term Agreement(s), the following shall apply:</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the United Nations System that wishes to avail of such terms, after written consent from IOM and/or UNHCR.</p> <p>The expected duration of the LTA is: three (3) years with the possibility of extension for up to two (2) additional years subject to the Supplier's satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased is specified in Section 5 of the ITB. LTAs are considered non-exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM and UNHCR reserve the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is considered in their best interest.</p> <p>The award of a contract under the LTA Will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible bidders	Bidders from all countries are eligible to bid.
5.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Maksym VINARYEV, Supply Chain Officer, Cox's Bazar, Bangladesh</p> <p>E-mail address: mvinaryev@iom.int, iomcxbprocure@iom.int</p> <p><b>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</b></p> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 24-Jun-26</p> <p>Time: 2:00 PM, Bangladesh Standard Time (BST)</p>

		Time zone: <b>UTC/GMT +6 hours</b>
		<p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Direct communication to prospective Bidders by email, posting on the website: <a href="https://bangladesh.iom.int/procurement">https://bangladesh.iom.int/procurement</a> and posting of bid bulletin in WAVE.</p>
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in <b>English</b>
15.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Bidders may submit offers for one or more lots identified in Section 5: Schedule of Requirements. For each lot for which an offer is submitted, the Bidder shall quote unit prices for all items specified under that lot, including any related services where applicable. The estimated quantities indicated in this ITB are provided for evaluation purposes only and do not constitute a commitment by IOM and/or UNHCR to purchase any minimum quantity under the resulting Long-Term Agreement(s). Evaluation shall be conducted on a lot-by-lot basis.
16.	Bid currencies	Prices shall be quoted in <b>BDT</b>
17.	Duties and taxes	<p>All prices shall:</p> <p>Be inclusive of VAT and other applicable indirect taxes.</p>
18.	Bid validity period	<b>120 days</b>
19.	Bid security	<p>Required in the amount of <b>BDT 1,000,000.00</b></p> <p>The bid security will be in the same currency as stipulated in Article 16: Bid currencies.</p> <p>Acceptable forms of bid security</p> <p><input checked="" type="checkbox"/> <b>"PAY ORDERS" issued by the reputable bank in the name of the International Organization of Migration</b> (No personal Cheque/ Account payable Cheque is acceptable)</p> <p><input checked="" type="checkbox"/> <b>"BANK GURANTEE" issued by the reputable bank</b> according to the attached format (FORM I).</p>
22.	Alternative bids	<b>Not allowed</b>
23.	Pre-bid conference	<p>Will be conducted.</p> <p>Time and time zone: <b>Bangladesh Standard Time</b></p> <p>Date and time: <b>18-Jun-26 , 11:00 AM</b></p> <p>Venue : <b>Online Meeting via Microsoft "Teams"</b></p> <p><a href="#">Pre-Bid Conference_ITB 30000025358_IOM-UNHCR_LPG Cooking Kit_Pressure Cooker</a></p> <p>Meeting ID: <b>329 816 511 332 312</b>, Passcode: <b>Qu35ZU7z</b></p> <p>The focal point for the arrangement is:</p> <p>Name: <b>RUMPA Humyra Islam</b></p> <p>E-mail: <a href="mailto:hrumpa@iom.int">hrumpa@iom.int</a> , <a href="mailto:iomcxbprocure@iom.int">iomcxbprocure@iom.int</a></p>

		<p>The Pre-bid conference is:</p> <p><input checked="" type="checkbox"/> not mandatory</p> <p>Minutes of the Pre-bid conference will be disseminated by Direct communication to prospective Bidders by email and posting on the website:</p> <p><a href="https://bangladesh.iom.int/procurement">https://bangladesh.iom.int/procurement</a> and WAVE Platform</p>
24.	Site inspection	A site inspection will not be held.
28.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><input checked="" type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><b>SUBMISSION BY E-TENDERING</b></p> <p>Bidders may submit their offers using the IOM WAVE Platform via IOM Supplier Portal. Solicitation ref number: 30000025358</p> <p>For More information on WAVE platform, and submission of the bids via IOM Supplier portal, please visit:</p> <ol style="list-style-type: none"> <li>1) <a href="https://www.iom.int/business-opportunities">https://www.iom.int/business-opportunities</a></li> <li>2) <a href="#">Power Point Submission Of Quotations Via Supplier Portal</a></li> </ol> <p><b>SUBMISSION BY EMAIL:</b> iomcxbprocure@iom.int</p> <p><b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 8 MB.</li> <li>▪ <b>Mandatory subject of email:</b> ITB # 30000025358_LPG Cooking Kit_Pressure Cooker</li> <li>▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ 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."</li> <li>▪ Documents which <b>are required in original (e.g. bid security)</b> should be sent to the below address <b>RUMPA Humyra Islam, Cell: +88-01779961980 IOM, Supply Chain Unit, Muktijoddha Sangshad Building Complex, Baharchara, Motel Road, Cox's Bazar, Bangladesh 47010</b></li> <li>▪ It is recommended that the entire bid be consolidated into as few attachments as possible.</li> </ul> <p><b>SUBMISSION OF SAMPLES BY COURIER / HAND DELIVERY:</b></p> <p><b>Samples submission details:</b></p> <p>Contact Person: <b>RUMPA Humyra Islam</b>, Cell: <b>+88-01779961980</b>. Address: <b>IOM, Supply Chain Unit, Muktijoddha Sangshad Building Complex, Baharchara, Motel Road, Cox's Bazar, Bangladesh 4700</b> .</p> <p><b>NOTE:</b> <i>samples shall be provided by the bidders free of charge with no guarantee that they will be returned by IOM, unless the vendor agrees to take them back in</i></p>

		<p><i>"as-is" condition and pays for their return. IOM shall give no guarantee as to the condition of the samples upon completion of the designated tests and technical evaluation.</i></p> <p>Marking on the Parcel/Envelope:</p> <ul style="list-style-type: none"> <li>The parcel/envelope shall indicate the name and address of the bidder.</li> <li>The parcel/envelope must be clearly marked with the following:           <p style="text-align: center;"><b>*ONLY TO BE OPENED BY AUTHORISED PERSONNEL*</b></p> <p style="text-align: center;">Not before: <b>1-July-2026, 2:00 PM</b> Bangladesh Standard Time (BST)</p> <p style="text-align: center;">Sub.: "Delivery and supply and delivery of LPG Cooking Kit and pressure cookers"</p> <p style="text-align: center;">Invitation to Bid Reference: 30000025358</p> <p style="text-align: center;">Attention: Supply Chain Unit</p> <p style="text-align: center;">Bidders name and details: Click or tap here to enter text.</p> </li> </ul>
29.	Deadline for bid submission	<p>Date: 01-Jul-26</p> <p>Time: 2:00 PM</p> <p>Time zone: BST (Bangladesh Standard Time) UTC/GMT +6 hours</p>
32.	Bid opening	<input checked="" type="checkbox"/> Public bid opening will not be held
	Expected date for commencement of contract	09-Aug-26
47.	Right to vary requirement at time of award	Not Applicable, due to nature of tendering process.
	Contract award to one or more bidder	IOM and UNHCR reserve the right to award contract(s) to one or more successful bidders. As this is a joint tendering exercise, each agency shall enter into its own contract or agreement with the selected bidder(s), in accordance with the outcome of the tender process.
50.	Type of contract to be awarded	<p>Agreement for the Supply and Delivery of Goods</p> <p>See Section 6.1 : for IOM sample contract</p> <p>See Section 6.2 : for UNHCR sample contract</p>
50.	Conditions of contract to apply	See Section 6
52.	Performance security	Performance Security shall be required where the value of the Purchase Order and/or resulting contract reaches the applicable threshold. Where required, it shall be provided in the form of a Bank Guarantee, in the same currency as stipulated in Article 16: Bid Currencies, using the template set out in Section 6.
53.	Advance payment	Not Allowed
54.	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Charge liquidated damages equal to 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier. IOM and/or UNHCR shall have the right to deduct such amount</p>

		from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.
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## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

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

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C: Bid Submission
Bid Security with a compliant validity period	Acceptable forms of bid security:  "Pay Orders" issued by the reputable bank (No personal Cheque/ Account payable Cheque is acceptable)  OR  "Bank Guarantee" issued by the reputable bank according to the standard IOM format (FORM I)

### Eligibility and Qualification Criteria

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

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

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information Valid Trade License Tax Identification Number (Tax Certificate) Business Identification Number (Business Certificate/License) NOTE: <i>all licenses/certificates should be accompanied by an English translation if provided in another language.</i>
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action	Form C: Bid Submission

against the vendor that could impair its operations in the foreseeable future	
<b>Certificates and Licences:</b> <ul style="list-style-type: none"> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if applicable.</li> <li>Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country, if applicable.</li> </ul>	Form D: Bidder Information

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
<b>Previous Experience:</b>	
Minimum <b>three (03)</b> years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum <b>five (05)</b> contracts of similar nature (supply and delivery of stoves, pressure cookers or LPG hardware) and complexity (with value not less than BDT 1,500,000.00 each) implemented over the last <b>three (03)</b> years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form  Supported by copies of contracts/purchase orders, or supply and delivery completion certificates/goods receipt notes, or client reference letters confirming the scope, value, delivery, and satisfactory completion of the contracts.
Evidence of warranty / after-sales support performance for at least three (03) clients.	Service records, warranty claim logs, or confirmation letters from previous clients.
<b>Financial Standing:</b>	
Turnover: Bidders should have sales turnover of minimum BDT 50,000,000.00 for the last 3 (three) years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements/audit report for the last three years. Form F: Eligibility and Qualification Form

### Technical Evaluation Criteria

**Technical evaluation shall be conducted on a lot-by-lot basis. The description of the lots and the requirements for supporting documentation are set out in Section 5 of this ITB.**

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form(s) G: Technical Bid

The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form(s) G: Technical Bid
The submitted samples match the specifications established by IOM and UNHCR and are consistent with the technical bid submitted by the bidder.	Form(s) G: Technical Bid; physical samples Samples should be submitted in line with the instructions set out in section 3 of this ITB.

#### Evaluation of Prices

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

## SECTION 5: SCHEDULE OF REQUIREMENTS

### 1. Background

Bangladesh currently hosts over 1 million refugees in the Cox's Bazar and Bhasanchar region, a humanitarian crisis managed jointly by the Government of Bangladesh, through the Refugee Relief and Repatriation Commissioner (RRRC) and international partners including IOM and UNHCR. To meet the essential needs of this population, the humanitarian community provides core relief items, food, and cooking fuel.

Since 2018, Liquefied Petroleum Gas (LPG) has been the primary cooking fuel provided to refugee households. It was selected as the most scalable, cleaner and cost-effective alternative to firewood. While the supply of LPG fuel is a continuous operation, the efficiency and safety of its consumption depend entirely on the quality of the hardware provided to the end-users.

The Government of Bangladesh also emphasizes a national transition toward cleaner gaseous fuels to improve quality of life and environmental sustainability. In alignment with this national policy, it is critical that refugee households are equipped with high standard cooking apparatus.

Standardized fuel-efficient stoves and high-quality regulators are vital for fire safety in the densely populated camp environment, while the introduction of pressure cookers is a strategic intervention to reduce overall LPG consumption. By utilizing pressure cookers, households can reduce the cooking time for high energy staples (such as lentils and beans), thereby extending the life of each LPG cylinder and improving the cost-efficiency of the entire humanitarian energy response.

IOM and UNHCR are jointly conducting this tender to identify qualified vendors for the supply and delivery of LPG-based cooking accessories (Auto Ignited LPG Stove, Pressure Cooker, Hose, Regulator, Clamps), ensuring that every household has the tools to cook safely, efficiently, and in accordance with national safety standards.

### 2. Objective

The objective of this solicitation process is to establish a Long-Term Agreement for an initial period of three (3) years, with the possibility of extension for up to two (2) additional years for the supply, delivery, and warranty support of high-quality LPG cooking accessories (excluding LPG cylinders) to continue supporting approximately 250,000 households in Cox's Bazar and Bhasanchar.

Following completion of the solicitation process, each agency will enter into a separate agreement with the selected vendor(s) using its own contractual template; however, the agreed prices, technical specifications, and core service provisions established through this solicitation process shall remain aligned.

### 3. Scope of Assignment

This solicitation is divided into two (2) lots, which shall be evaluated separately. Bidders may submit an offer for one lot or both lots. Following evaluation, award may be made for one lot or both lots, depending on the outcome of the evaluation process.

**Lot 1:** Supply and delivery of LPG Cooking Kits, consisting of stove, regulator, hose, clamps, and related after-sales services.

**Lot 2:** Supply and delivery of pressure cookers.

The awarded Bidder shall be responsible for the following, as applicable to the awarded lot(s):

#### **Supply, Quality Control and Delivery:**

The Supplier shall source, supply, quality-control, and deliver stoves, regulators, hosepipes, clamps, pressure cookers, and related accessories that comply with the technical requirements set out in this Schedule of Requirements. Prior to dispatch, the Supplier shall ensure that all items have undergone appropriate quality control. Ordered goods shall be delivered to the locations specified by IOM and/or UNHCR in the relevant Purchase Order. All items shall be subject to inspection and acceptance by the respective Agency. Any item that does not conform to

the approved specifications or approved samples may be rejected and shall be replaced by the Supplier at no additional cost to IOM and/or UNHCR. Distribution to beneficiaries shall be managed by IOM and/or UNHCR, or their implementing partners.

#### Extended Warranty Support in Camps (applicable to Lot 1 only):

The Supplier shall provide warranty support and related after-sales services, including the maintenance of functional repair desks at distribution sites, deployment of technicians, and maintenance of spare parts stock.

#### 4. Estimated Quantities

The following estimated quantities may be ordered by the respective agencies during the validity period of the agreements established under this solicitation. The figures below are indicative only and are provided for planning purposes. They do not constitute a guarantee of any minimum purchase volume or contractual commitment. A binding commitment shall arise only upon issuance of a Purchase Order by the respective agency under its own agreement.

- Auto-Ignited LPG Stove (Single Burner): approximately 270,174 units
- Regulator: approximately 244,134 units
- Hose: approximately 244,134 units
- Clamp (pair): approximately 244,134 pairs
- Pressure Cooker (5 liter) with booklet: approximately 9,436 units
- Pressure Cooker (6 liter) with booklet: approximately 104,906 units
- Pressure Cooker (6.5 liter) with booklet: approximately 7,627 units
- Pressure Cooker (7 liter) with booklet: approximately 43,322 units

#### 5. Technical Specifications for Goods, and ToR for Service (if Applicable):

##### Lot No. 1: LPG Cooking Kit (Auto-Ignited LPG Stove (Single Burner), Accessories, and After-Sales/Warranty Services in the camp)

Item No	Minimum Technical Requirements	Unit	Quantity
1.	<p><b>Auto-Ignited LPG Stove (Single Burner):</b></p> <p><b>Fuel Efficiency:</b> Minimum 60% thermal efficiency</p> <p><b>Ignition System:</b> Integrated Piezoelectric Auto-Ignition rated for a minimum 25,000 strikes.</p> <p><b>Body Material:</b> Class 4 Stainless Steel (Grade 304 preferred). Min thickness 0.5mm.</p> <p><b>Weight Capacity:</b> Must support a minimum 20 kg static load without permanent deformation.</p> <p><b>Stove Weight:</b> Acceptable range : 2.5–4.0 kg</p> <p><b>Burner Material:</b> Brass or cast iron</p> <p><b>Stability:</b> Wide-base frame designed for irregular surfaces; tilt-stable up to 15°.</p> <p><b>Corrosion Resistance:</b> Capable of withstanding high-salinity coastal air.</p> <p><b>Design Lifetime:</b> 10 years minimum</p> <p><b>Warranty:</b> 2 Years. Must cover ignition &amp; rust.</p> <p><b>Certification:</b> Bangladesh Standard Testing Institute certificate (BSTI)</p>	1	pcs

<p><b>To establish compliance with the above specification, bidders shall submit the following:</b></p> <ul style="list-style-type: none"> <li>• Product brochure, technical data sheet, or manufacturer’s certificate for the offered model, confirming the body material, burner material, stove weight, and other key technical characteristics required under this specification;</li> <li>• Salt spray test report in accordance with ASTM B117, or equivalent, indicating the basis for corrosion resistance;</li> <li>• Signed warranty letter confirming a minimum 2-year warranty covering ignition failure and corrosion under normal use;</li> <li>• BDS ISO 21364-21 (for gas hobs, grills, and griddles) or equivalently recognized certificate on territory of Bangladesh;</li> <li>• BDS ISO 19867-1:2019 – Clean Cookstoves and Clean Cooking Solutions (Performance &amp; Thermal Efficiency) or equivalently recognized certificate on territory of Bangladesh;</li> <li>• All supplied stoves shall bear the required BSTI mark/stamp, where applicable, as evidence of compliance with local quality and safety standards;</li> <li>• Physical sample of the offered model for assessment.</li> </ul>			
2.	<p><b>Regulator:</b>  <b>Type:</b> 22 mm low-pressure LPG regulator  <b>Inlet Pressure:</b> suitable for operation within an inlet pressure range of 5 to 10 bar.  <b>Outlet Pressure:</b> maximum outlet pressure of 30 milli bar.  <b>Flow Rate:</b> Minimum outlet flow capacity of 1 kg/h and maximum 2 kg/h.  <b>Safety Mechanism:</b> Equipped with a safety lock mechanism.  <b>Compatibility:</b> The regulator shall be fully compatible with the LPG stove and hose configuration specified under this solicitation.  <b>Warranty:</b> Minimum 3 years, preferably 5 years.  <b>Certification:</b> Approval from Department of Explosives, Bangladesh, EN 16129 or equivalently recognized certificate/standard proving safety of the supplied goods.</p>	1	pcs
<p><b>To establish compliance with the above specification, bidders shall submit the following:</b></p> <ul style="list-style-type: none"> <li>• Product brochure, technical data sheet, or manufacturer’s certificate for the offered model, confirming inlet pressure range, outlet pressure, flow rate, regulator type, connection size, and other key technical characteristics;</li> <li>• Valid approval / authorization issued by the Department of Explosives, Bangladesh, for the offered model. The Department of Explosives is the relevant Bangladesh authority for such approvals;</li> <li>• Certificate of conformity, test report, or equivalent documentary evidence demonstrating compliance with EN 16129 or an equivalent recognized standard acceptable in Bangladesh. EN 16129 is the European standard for LPG pressure regulators, automatic change-over devices, and associated safety devices;</li> <li>• Signed warranty letter confirming a minimum warranty period of three (3) years for the offered regulator;</li> <li>• Manufacturer’s confirmation of compatibility with the proposed stove and hose assembly, where this is not clearly evidenced in the technical data sheet;</li> <li>• Physical sample of the offered model for assessment.</li> </ul>			

3.	<p><b>Hosepipe (LPG Gas Tube):</b></p> <p><b>Length:</b> Minimum 1.5 m and maximum 2.0 m;</p> <p><b>Material / Safety Performance:</b> Fire-retardant and rodent-resistant material suitable for LPG use.</p> <p><b>Safety:</b> The hose must be of Tier-1 (High / Safety Grade)</p> <p><b>Compatibility:</b> The hosepipe shall be fully compatible with the regulator and stove configuration specified under this solicitation.</p> <p><b>Marking:</b> The hosepipe shall bear clear and permanent factory marking indicating, at a minimum, the manufacturer's name, applicable standard number, LPG marking, and pressure rating.</p> <p><b>Warranty:</b> Minimum 3 years.</p> <p><b>Certification / Approval:</b> The offered hose shall have valid approval from the Department of Explosives, Bangladesh, and shall comply with IS 9573 or an equivalently recognized standard acceptable in Bangladesh.</p>	1	pcs
<p><b>To establish compliance with the above specification, bidders shall submit the following:</b></p> <ul style="list-style-type: none"> <li>• Product brochure, technical data sheet, or manufacturer's certificate for the offered model, confirming hose length, material, pressure rating, intended LPG use, and other key technical characteristics.</li> <li>• Valid approval / authorization issued by the Department of Explosives, Bangladesh, for the offered model. The Department of Explosives is the relevant Bangladesh authority for LPG-related approvals.</li> <li>• Certificate of conformity, test report, or equivalent documentary evidence demonstrating compliance with IS 9573 or an equivalently recognized standard acceptable in Bangladesh.</li> <li>• Manufacturer's confirmation of compatibility with the proposed regulator and stove assembly, where this is not clearly evidenced in the technical data sheet.</li> <li>• Signed warranty letter confirming a minimum warranty period of three (3) years for the offered hosepipe.</li> <li>• Physical sample of the offered model for assessment</li> </ul>			
4.	<p><b>A set of two (2) Clamps (for LPG Hosepipe Connection):</b></p> <p><b>Type:</b> Stainless steel hose clamp suitable for LPG hose connection.</p> <p><b>Material:</b> Minimum SS304 stainless steel.</p> <p><b>Size Range:</b> Suitable for hose connection diameter of 16 mm to 25 mm.</p> <p><b>Performance:</b> The clamp shall provide a secure, firm, and leak-resistant connection between the hose and the regulator / stove inlet under normal operating conditions.</p> <p><b>Compatibility:</b> The clamp shall be fully compatible with the hose and regulator/stove configuration specified under this solicitation.</p> <p><b>Quality:</b> The clamp shall be corrosion-resistant and suitable for repeated household use in humid and saline field conditions.</p> <p><b>Certification / Documentation:</b> A valid Material Test Certificate (MTC) confirming SS304 or higher stainless steel composition shall be submitted for the offered model.</p>	1	set
<p><b>To establish compliance with the above specification, bidders shall submit the following:</b></p> <ul style="list-style-type: none"> <li>• Product brochure, technical data sheet, or manufacturer's certificate for the offered model, confirming material grade, size range, and key technical characteristics.</li> <li>• Material Test Certificate (MTC) confirming that the clamp is manufactured from SS304 stainless steel or higher.</li> <li>• Manufacturer's confirmation of compatibility with the proposed hose and regulator/stove assembly, where this is not clearly evidenced in the technical documentation.</li> <li>• Physical sample of the offered model for assessment</li> </ul>			

**GENERAL NOTE on equipment compatibility and assembly:**

All items supplied under the established agreement(s), as applicable to stoves, hosepipes, clamps, and regulators, shall comply with the following assembly requirements:

- **Reference standard:** *BDS 473:1965 – Pipe threads for gas, light tubes and screwed fittings (1/8”–6”).*
- **Applicability:** *Threaded joints at the stove inlet, hose fittings, and regulator outlet.*
- **Purpose:** *To ensure post-assembly gas tightness and prevent leakage.*

The **items under Lot 1 may be ordered either as a complete set or on an item-by-item basis**. Where IOM or UNHCR places an order for a complete set, **the Supplier shall deliver the items in fully assembled form** and shall ensure that the assembled set has been tested prior to delivery.

**Related Services Requirements (Warranty Support and After-Sales Service):**

As part of the warranty support and after-sales service obligations, the Supplier shall provide trained stove and stove accessories technicians at repair desks established at distribution points designated by IOM and/or UNHCR, in accordance with operational needs and distribution schedules. Each repair desk shall be staffed by at least one technician during the agreed operating hours. The technicians shall carry out repair and replacement of items covered under warranty, maintain repair and replacement records, support the operation of the repair desk with the required tools and spare parts, and provide basic user guidance on safe equipment use where required. Detailed ToR for the technician and indicative deployment locations are provided in an Annex 1 To Section 5 of ITB 30000025358 and may be adjusted during contract implementation based on operational requirements.

The Supplier shall provide warranty support and after-sales service for all valid warranty claims arising under the contract in accordance with the warranty coverage, terms, and conditions offered by the manufacturer for the supplied goods. The specific repair methodology may be proposed by the Supplier. The Supplier shall ensure prompt resolution of valid claims through on-site repair or immediate exchange, as applicable.

To support implementation of the warranty obligation, the Supplier shall describe in its technical proposal the proposed arrangements for the following:

- establishment and staffing of repair desks at distribution points, where required by IOM and/or UNHCR, including service hours;
- maintenance of a Warranty Logbook (digital or physical) recording the nature of the fault, date of claim, and resolution provided, and submission of summary reports to IOM or UNHCR at agreed intervals;
- availability of authentic spare parts for Lot 1 for the full duration of the warranty period at no cost to the beneficiary.

A comprehensive Standard Operating Procedure (SOP) for Warranty Support and After-Sales Service shall be submitted as part of the technical proposal.

**Lot No. 2: Pressure Cookers**

Item No	Minimum Technical Requirements	Unit	Quantity
1.	<p><b>Pressure Cooker:</b></p> <p><b>Capacity:</b> 5 L, 6 L, 6.5 L, and 7 L, as may be ordered by IOM and/or UNHCR;</p> <p><b>Thermal Base:</b> The bottom of the pressure cooker shall have circular heat rings (grooves) for improved stability and heat distribution;</p> <p><b>Material:</b> Virgin aluminium (minimum 99% purity) or food-grade stainless steel, Grade 304, lead-free;</p> <p><b>Body Thickness:</b> Aluminium: minimum 3.25 mm; Stainless steel: minimum 1.2 mm;</p> <p><b>Base Design:</b> Extra-thick anti-bulging base, minimum 4.5 mm;</p> <p><b>Pressure Rating:</b> Suitable for normal operating pressure within the range of 12 to 15 psi;</p> <p><b>Safety Systems:</b> The pressure cooker shall be equipped with at least: (i) weight valve; and (ii) gasket release system (GRS), or equivalent safety arrangement compliant with the applicable standard;</p> <p><b>Handle Durability:</b> Heat-resistant Bakelite handles with metal flame guards, secured by heavy-duty twin screws or rivets; alternative handle design may be accepted if compliant with the applicable BSTI standard;</p> <p><b>Spares and Extras:</b> Each unit shall include 3 spare gaskets, 2 spare safety plugs, and 1 user manual;</p> <p><b>Warranty:</b> Minimum 2 years, covering structural integrity and handle attachment failure under normal use;</p> <p><b>Certification:</b> Valid BSTI certification for the offered model, in accordance with BDS 1752 for Domestic Pressure Cookers, or revised equivalent standard as applicable in Bangladesh.</p>	pcs	1
<p><b>To establish compliance with the above specification, bidders shall submit the following:</b></p> <ul style="list-style-type: none"> <li>Product brochure, technical data sheet, or manufacturer's certificate for the offered model, confirming capacity, material, body thickness, base design, pressure rating, and other key technical characteristics.</li> <li>Certificate of conformity, technical data sheet, or equivalent documentary evidence demonstrating compliance with the applicable pressure and safety requirements.</li> <li>Valid BSTI certification for the offered pressure cooker model, in accordance with BDS 1752:2006 for domestic pressure cookers, or revised equivalent standard as applicable in Bangladesh.</li> <li>Signed warranty letter confirming a minimum warranty period of two (2) years.</li> <li>Physical sample of the offered model for assessment of thermal base, handle design, workmanship, branding, and overall construction. <b>Note:</b> <u>samples submitted at bidding stage shall bear the applicable logo of both Agencies in accordance with the branding requirements set out in this ITB.</u></li> </ul>			
<p><b>Branding Requirements for Pressure Cookers:</b></p> <p><u>For IOM</u></p> <p>The logo shall be laser-engraved (fiber laser) on the lid, on a mirror/polished finish, approximately 50 mm (W) × 19 mm (H), and centered. Surface engraving only shall be applied, with no deep cutting, at an approximate depth of 0.04–0.06 mm, and with a clean matte finish without discoloration. The engraving shall be silver in appearance, with no ink fill, no smudging, no double marking, and uniform depth. The logo shall be clearly readable at 1 meter distance and positioned with 10–15 mm clearance from the handle joint area. The Supplier shall submit a sample for approval prior to mass production, including confirmation of scratch and heat resistance.</p>			

**For UNHCR**

The logo shall be laser-engraved (fiber laser) on the lid, on a mirror/polished finish, approximately 50–55 mm (W) × 40–45 mm (H), and centered. Surface engraving only shall be applied, with no deep cutting, at an approximate depth of 0.04–0.06 mm, and with a clean matte finish without discoloration. The engraving shall be silver in appearance, with no ink fill, no smudging, no double marking, and uniform depth. The logo shall be clearly readable at 1 meter distance and positioned with 10–15 mm clearance from the handle joint area. The Supplier shall submit a sample for approval prior to mass production, including confirmation of scratch and heat resistance.

For orders placed by IOM, the item shall bear the IOM logo only. For orders placed by UNHCR, the item shall bear the UNHCR logo only. Both logos shall not appear simultaneously on the same item unless expressly required in writing.

Visualizations of how logo should appear on the pressure cooker are attached as Annex 2 To Section 5 of ITB 30000025358

## 6. Delivery and Storage Management Responsibilities

- The selected supplier shall deliver the materials to the delivery locations specified below. Financial Offers must be inclusive of all costs; no additional fees will be paid by IOM and/or UNHCR. Please ensure all anticipated expenses (delivery, handling, etc.) are incorporated into the individual item prices;
- All supplier engagement, contractual communication, delivery coordination, and warehouse-related arrangements shall be coordinated with responsible personnel of the respective agency, specified in accordance with the applicable agreement and designated focal points;
- The Supplier shall coordinate all deliveries in advance with the Supply Chain Unit or other designated focal point of the respective Agency;
- All items shall be delivered to warehouses managed by the respective Agency, or to other delivery points designated by that Agency. Items must arrive in compliant packaging, clearly labelled, and suitable for safe handling and storage;
- The Supplier shall retain full responsibility and risk for any loss, damage, or deterioration of goods during transport, and any temporary storage until formal handover and acceptance by the respective Agency;
- The Supplier shall follow warehouse procedures, delivery instructions and access requirements advised by the respective Agency;
- Each consignment must include complete and accurate delivery documents such as packing lists, batch numbers, and quantities delivered. These will be verified by the respective Agency's designated personnel;
- Any shortages, damages, or non-compliant items identified during delivery or verification must be replaced by the Supplier at no additional cost;
- The respective Agency reserves the right to inspect deliveries, verify storage conditions, and suspend or reschedule deliveries in case of safety, quality, or operational concerns;

<b>Delivery timeline</b>	The Supplier shall deliver the ordered goods within forty-five (45) calendar days from the date of issuance of the relevant Purchase Order under the Long-Term Agreement.
<b>Delivery place/terms (INCOTERMS 2020)</b>	<p>1) IOM, Ukhiya Warehouse address: Silerchara (Ukhiya Army camp near). Union: Rajapalong Ward:06. Police station: Ukhiya. Cox's Bazar.</p> <p>2) IOM, Nhila Log base. Fuler Del, South Nhila, Beside Naf Filling station Teknaf, Nhila Teknaf.</p> <p>3) UNHCR, Kutupalong_BGD_COX_WCS_08_Central WH, Ukhiya. GPS 21'13'08.2"N and 92'09'38.9"E</p>

	Incoterms: DDP	
<b>Customs clearance (must be linked to INCOTERM)</b>	Shall be done by: <input checked="" type="checkbox"/> Supplier/Bidder	
<b>Packing requirements</b>	Packing shall be in accordance with good commercial practice and shall ensure adequate protection of the goods against damage, humidity, and other risks during transport and storage. Vendors are encouraged, where feasible, to use recyclable, biodegradable, or otherwise environmentally sustainable packaging materials and to reduce the use of unnecessary plastic packaging.	
<b>Mode of transport</b>	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Land
	<input type="checkbox"/> Sea	<input type="checkbox"/> Other specify

## 7. Health and Safety Plan

IOM and UNHCR require high safety standards in all fuel-related activities to protect refugees, staff and the environment. The selected Supplier shall strictly implement a Health and Safety standard during storage, transportation, handling, and delivery of all the items, focusing on the following principles:

- The Supplier shall ensure that the supply, handling, transportation, and delivery of the items under this contract are conducted in a manner that safeguards the safety, health, and well-being of beneficiaries, staff, and other persons involve. Under no circumstances shall the Supplier's actions, omissions, or operational decisions cause harm—direct or indirect, to beneficiaries, either physically or in terms of access to the intended service.
- The supplier shall comply with national guidelines and rules set by GoB to ensure the best industry practice as well as IOM and UNHCR's safety guidelines described in this TOR along with any other potential safety guideline which may be communicated later by IOM/UNHCR/RRRC/CiC.
- All parts must be securely clamped and ready to use upon distribution to ensure the highest safety standard.
- It is desirable for Bidders to have ISO 45001:2018 certification (or equivalent certification) to prove that standard on Occupational Health and Safety (OH&S) management systems.
- It is desirable for Bidders to have ISO 14064 (or equivalent certification) for greenhouse gas (GHG) accounting and verification.

The awarded Bidder(s) will ensure no littering, at the distribution and storage area, by its staff.

## F. Inspections and tests

The Purchaser reserves the right to inspect and test the goods upon delivery and, where required, prior to acceptance, to verify conformity with the approved specifications, samples, and contractual requirements.

## SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

### 6.1 Contract Form with General Conditions of Contract for IOM

IOM office-specific Ref. No.	
IOM Project Code	

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

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

#### 1. Introduction and Integral Documents

- 1.1 The Supplier agrees to provide IOM with [insert description of goods] (the “**Goods**”) upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
  - a) **Annex A** - Technical Specifications;;
  - b) **Annex B** - Price Schedule;
  - c) **Annex C** - Sample Purchase Order;
  - d) **Annex D** - Performance Security Template; and,
  - e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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

#### 2. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods to IOM when requested by Purchase Order (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex B, in accordance with the Technical Specifications outlined in Annex A and in line with the delivery schedule outlined by each Purchase Order.
- 2.2 IOM does not warrant that any quantity of Goods will be purchased during the term of this Agreement.
- 2.3 The Supplier agrees to supply the following incidental services (the “**Services**”): [add or delete as required]
  - (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and

- (e) Training of IOM's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.5 If any United Nations ("UN") entity wishes to avail of goods and services which are of the same type as the Goods and Services through their own contracting formats, the Supplier shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Goods and Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
- 2.6 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.
- 2.8 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. [OPTIONAL: The Supplier shall report stock levels to IOM every [insert number] months.] If the stock of the Supplier is temporarily depleted, the Supplier shall immediately inform IOM in writing of the depletion and the estimated date when said items are expected to be back in stock.

### 3. Charges and Payment

- 3.1 The total price for each supply and delivery of Goods and any Services under this Agreement is determined by each Purchase Order in accordance with the Price Schedule in Annex B (the "Price").
- 3.2 The Supplier shall invoice IOM upon completion of each delivery in accordance with this Agreement and the relevant Purchase Order. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice for each delivery will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order [add or delete as required]
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:
- Bank Name:  
Bank Branch:  
Bank Account Name:  
Bank Account Number:  
Swift Code:  
IBAN Number:
- Any change to the bank account shall be formalized by an amendment to this Agreement.
- 3.5 The Price specified in each Purchase Order in accordance with the Price Schedule (Annex B) is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement. IOM shall not be charged for the cost of previous storage of any Goods or related costs.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Price until the Supplier has completed to the satisfaction of IOM the delivery of the Goods and the Services to which those payments relate.

- 3.7 The Price Schedule (Annex B) shall remain valid for a period of at least [enter period, not less than one year].
- 3.8 The Supplier certifies that for transactions resulting from this Agreement, IOM is not charged more than other clients for similar goods and similar quantities and within similar circumstances.

#### 4. Delivery

- 4.1 The Goods shall be delivered to [insert place of delivery or state “to the place outlined by each Purchase Order”] according to the delivery schedule in each Purchase Order. The cost of delivery is deemed included in the Price specified in each Purchase Order and the Price Schedule (Annex B). The Services as described in Article 2.3 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.3 of this Agreement.
- 4.2 Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide any Goods or Services within the delivery schedule stated on any Purchase Order, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Purchase Order, this Agreement, or otherwise as are customarily utilized in the trade, IOM reserves the right to:
- (a) Terminate the Purchase Order without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
  - (b) Charge liquidated damages equal to 0.1% (one-tenth of one per cent) of the Price for every day of delay or breach of the delivery schedule by the Supplier. IOM shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier.
- Acceptance of goods delivered late shall not be deemed a waiver of IOM's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with a Purchase Order or this Agreement.

#### 5. Performance Security

- 5.1 If required by IOM, the Supplier shall provide IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier's 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 Supplier's liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until 30 (thirty) days from the completion of Supplier's obligations under relevant Purchase Order following which it will be released by IOM.

#### 6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- 6.3 IOM shall have 30 (thirty) calendar days after receipt of the Goods to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery. At the request of IOM, the

Supplier will replace some or all rejected Goods at the Supplier's cost (including transportation), or fully reimburse IOM for the price paid (including transportation) for the rejected Goods. IOM may return rejected Goods to the Supplier (transportation charges for the Supplier's account), or hold rejected Goods for disposition at Supplier's risk and expense.

- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance of the Goods and Services by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when the Goods are delivered and accepted by IOM. The Supplier shall bear the risk of loss, damage, or destruction of the Goods in accordance with the Incoterm® (2020) provided in the Purchase Order. In case no Incoterm® (2020) is provided in the Purchase Order, the risks mentioned in the preceding sentence shall pass at the same time the title to the Goods passes to IOM.

## **7. Adjustments**

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

## **8. Packaging**

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

## **9. Warranties**

- 9.1 The Supplier warrants that all Goods supplied under this Agreement shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 9.2 The Supplier warrants that all Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Agreement. All Goods and Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.

- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under any warranty contained in Articles 9.1 or 9.2 of this Agreement. Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM. IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of any of IOM's rights regarding the Supplier's warranty.
- 9.4 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It 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 Supplier shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
  - (h) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
  - (i) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
  - (j) The Prices specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.
  - (k) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
  - (l) 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 Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - (m) 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 anti-terrorism legislation. If, during the term of this Agreement, the Supplier 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 Supplier shall ensure that this requirement is included in all subcontracts.

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

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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.

9.6 The Supplier further warrants that it shall:

- (a) 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"),<sup>1</sup> and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,<sup>2</sup> by its employees or sub-contractors, consultants, interns or

<sup>1</sup> Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](https://www.un.org/en/secretariat/st-sgb-2003-13)

<sup>2</sup> UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](https://www.un.org/en/secretariat/st-sgb-2003-13)

volunteers associated with or working on behalf of the Supplier to perform activities under this Agreement (“Associated Personnel”);

- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
  - (c) 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;
  - (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner 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;
  - (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
  - (f) Adhere to the provisions of this Article for the duration of this Agreement.
- 9.7 The Supplier expressly acknowledges and agrees that breach by the Supplier, its employees or its Associated Personnel, of any provision contained in Articles 9.4, 9.5 or 9.6 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Supplier all losses suffered by IOM in connection with such breach.
- 9.8 IOM shall have the right to investigate any allegations (including but not limited to SEA, SH, fraud and corruption) involving the Supplier, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Supplier or national authorities. The Supplier shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Supplier'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 Supplier's premises at reasonable times and on reasonable conditions in connection with such access to the Supplier's personnel and relevant documentation. The Supplier shall require its agents, including, but not limited to, the Supplier's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

## **10. Assignment and Subcontracting**

- 10.1 The Supplier shall not assign or subcontract the Agreement, or any work under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.
- 10.2 Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Supplier shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Supplier remains liable as primary obligor and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **11. Force Majeure**

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

- 11.2 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
- 11.3 IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

## 12. Independent Contractor

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

## 13. Audit

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

## 14. Confidentiality

- 14.1 All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 14.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Supplier, 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 its 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.

## 15. Notices

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

### **International Organization for Migration (IOM)**

Attn: [Name and title/position of IOM contact person]  
Address: [IOM's address]  
Email: [IOM's email address]

### **[Full name of the Supplier]**

Attn: [Name and title/position of Supplier's contact person]  
Address: [Supplier's address]  
Email: [Supplier's email address]

## 16. Dispute Resolution

- 16.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 16.2 In the event that the dispute, controversy or claim 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 This Article survives the expiration or termination of the present Agreement.

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

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

#### **18. Status of IOM**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration.

#### **19. Indemnity and Insurance**

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

#### **20. Waiver**

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

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

- 21.1 IOM may terminate or suspend any Purchase Order or the Agreement, in whole or in part, with immediate effect, by providing written notice to the Supplier, 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 30 (thirty) days' written notice without having to provide any justification.
- 21.2 In the event of termination of a Purchase Order or the Agreement, IOM will only pay for the Goods provided and the Services completed in accordance with the Purchase Order or Agreement, unless otherwise agreed in writing by the Parties. The Supplier shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 21.3 If IOM terminates a Purchase Order or the Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under the Purchase Order or Agreement arises from causes beyond its control and without fault or negligence of the Supplier.
- 21.4 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.
- 21.5 In the event of suspension of any Purchase Order or the 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 Agreement shall remain applicable during the period of suspension. IOM will notify the Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of the Purchase Order or Agreement as applicable.

## **22. Severability**

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

## **23. Entire Agreement**

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

## **24. Final Clauses**

- 24.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.
- 24.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

## **25. Special Provisions (Optional)**

Due to the requirements of the Donor financing the Project, the Supplier shall agree and accept the following provisions:

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

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

*For and on behalf of*  
The International Organization for  
Migration

Signature

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Name:  
Position:  
Date:  
Place:

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

Signature

---

Name:  
Position:  
Date:  
Place:

## ANNEX X

PERFORMANCE SECURITY TEMPLATE

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## Performance Security (Bank Guarantee)

To: *[name and address of IOM Office]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works, Services, or Goods]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Performance Security by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract (the “Performance Security”);

AND WHEREAS we have agreed to give the Contractor such a Performance Security;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]* (“*Guarantee Amount*”), such sum being payable in the types and proportions of currencies in which the Contract Price (as defined in the Contract) is payable, and we undertake to pay you, immediately upon your first written demand and without cavil or argument, any sum or sums within the limits of *the Guarantee Amount* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We further undertake to indemnify you for any cost, loss or liability incurred by you as a result of our failure to comply with the terms of this Performance Security.

We hereby waive the necessity of your demanding the said debt from the Contractor or from any other party before presenting us with the demand. We further confirm you do not need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Performance Security.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works, Services or Goods (each as defined in the Contract) to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Performance Security, and we hereby waive notice of any such change, addition, or modification.

This Performance Security shall be valid until *[insert the date by which the vendor should complete all the services as indicated in the contract]*. Any claims hereunder must be submitted to us not later than the said expiry date, after which date this Performance Security automatically becomes null and void.

Nothing in or relating to this Performance Security 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.

Signature and seal of the Guarantor:

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Name and position of signatory:  
Name of Bank/ Financial Institution:  
Address:  
Date:

## 6.2 Contract Form with General Conditions of Contract for UNHCR

### CONTRACT

between

**The Office of the United Nations High Commissioner for Refugees**  
94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as “UNHCR”)

and

**[NAME & ADDRESS]**

(hereinafter referred to as the “Contractor”)

#### **Preambles and Object of the Contract**

**WHEREAS**, UNHCR wishes to purchase [type of goods] in accordance with the terms and conditions set forth in this Contract;

**WHEREAS**, the Contractor represents that it is ready, able and willing to sell the [type of goods] in accordance with the terms and conditions set forth in this Contract;

**[WHEREAS, – insert any other information relevant to the background for establishing this contract, e.g. previous contract that this supersedes/flows from]**

**NOW THEREFORE**, in consideration of the mutual promises and subject to the terms and conditions contained herein, UNHCR and the Contractor (collectively referred to as “the Parties”) agree as follows:

#### **Article 1 – Contract Documents**

1.1 This document, together with the other named documents referred to below and attached as Annexes hereto constitute the entire Contract (the “Contract”) between UNHCR and the Contractor:

Annex A: UNHCR General Conditions of Contract for the Provision of Goods (2010 revision)

Annex B: [UNHCR tender document]

Annex C: [Contractor’s bidding document]

[Add any other relevant document based on which UNHCR is contracting with the Contractor, e.g. performance bond, release form, Specifications for Goods...]

1.2 The documents constituting the Contract are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

- (a) this Document
- (b) Annex A (UNHCR General Conditions of Contract)
- (c) [insert any other relevant document such as Annex XX Specifications on Goods]
- (d) Annex B (UNHCR tender document); and
- (e) Annex C (Contractor’s bidding document).

[Modify order of priority above as appropriate – usually the Contractor’s offer is of lower priority]

1.3 This Contract embodies the entire agreement of the Parties with regard to the subject-matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

1.4 Any document or receipt issued in connection with this Contract shall be consistent with and subject to the terms and conditions of this Contract, and in case of any inconsistency the terms and conditions of this Contract shall prevail.

## **Article 2 – Contract Term**

2.1 This Contract shall take effect on [date] / [the date both Parties have signed this Contract or, if the Parties have signed it on different dates, the date of the latest signature] (the “Effective Date”).

2.2 This Contract shall remain in effect until [satisfactory delivery of the Goods (as defined below)]<sup>3</sup> / [insert date] / [the date falling [insert period of time] after the Effective Date], unless terminated earlier in accordance with the terms of this Contract.

2.3 [UNHCR may, at its sole option, extend the term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [insert number of additional period(s)] periods of up to [insert time period] each, provided that UNHCR provides written notice of its intention to do so at least [number of days] days prior to the expiration of the then current term of the Contract].

## **Article 3 – Scope of Contractor’s obligations**

3.1 Upon UNHCR’s request by way of a purchase order issued separately and pursuant to this Contract, the Contractor will supply [amount] of [type of goods] as described in the [name of document which includes the goods specifications] (the “Goods”).

3.2 The Contractor represents and warrants that the Goods shall conform to the specifications set forth in [specification document].

3.3 The Contract shall deliver the Goods [at [specify location of UNHCR office or warehouse] or [such location as may be specified in the relevant purchase order]] / [specify Incoterm and location if the goods are not due to be delivered at UNHCR’s office or warehouse] / [to the freight forwarding agent specified by UNHCR in the relevant purchase order].

3.4 [The Contractor acknowledges and agrees that UNHCR may inspect the Goods prior to delivery, at the Contractor’s Cost. The inspection of the Goods prior to delivery shall not substitute for the inspection of Goods after delivery to UNHCR.]<sup>4</sup>

3.5 The Goods shall be delivered within [specify period of time] of receipt by the Contractor of the purchase order. [Insert any special packaging requirements of UNHCR]<sup>5</sup> [Specify any specific delivery documents required by UNHCR]<sup>6</sup>

3.6 The Contractor shall provide UNHCR with written evidence of delivery of the Goods pursuant to this Contract. Such evidence of delivery shall, at a minimum, consist of [certificate of conformity] /

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<sup>3</sup> Note: If contract is to last until the goods are fully delivered, then include the words “satisfactory delivery of the Goods (as defined below)” only. If the contract is to last until a given date or for a given period, after which the Contractor is no longer due to be hired by UNHCR, then remove the words “satisfactory delivery of the Goods (as defined below)” and specify the given date or period.

<sup>4</sup> Note: It is important to include this provision only if UNHCR actually intends to inspect the goods before delivery to UNHCR (e.g. checks at factory or in transit). Per the General Conditions (Article 6.2), including this provision imposes on the Contractor the obligation to notify UNHCR when the goods are ready for pre-delivery inspection. This may result in delay, storage or demurrage costs which ought not to be incurred unless UNHCR intends to inspect the goods.

<sup>5</sup> Note: insert packaging details only if UNHCR has special requirements. Otherwise, do not specify any packaging requirement as the General Conditions of Contract for Goods places the onus on the supplier to package the goods with the highest standards of export packaging for the type of goods.

<sup>6</sup> Specify any special requirement of UNHCR, if documents other than customary documents (which are already required under the General Conditions) are needed.

[shipping documentation including bill of lading/airway bill] / [state any other documentary evidence required].

3.7 In the event that the purchase order issued by UNHCR does not conform to the terms hereof or does not contain all the information required to fulfil the order, the Contractor shall promptly contact UNHCR [specify 2 contact persons] to clarify the information.

3.8 [Except as otherwise provided in this Contract,]<sup>7</sup> the Contractor undertakes to provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation and other facilities required for the performance and delivery of the Goods.

#### **Article 4 – Responsibilities of UNHCR**

4.1 If access to UNHCR's premises is required to perform and deliver the Goods, UNHCR shall provide the Contractor's personnel the necessary security passes and access to areas necessary for the delivery of the Goods.

4.2 The Contractor acknowledges that UNHCR shall have no obligation to provide any assistance to the Contractor in delivering the Goods other than expressly set forth [herein] / [in Annex xx]<sup>8</sup>.

#### **Article 5 – Purchase orders; contract price and payment terms**

5.1 UNHCR shall issue to the Contractor a purchase order promptly after the Effective Date, in the amount of the Contract Price (as defined below).<sup>9</sup>

5.2 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a fee not to exceed [insert amount] (the "Contract Price").

5.3 Payments made by UNHCR to the Contractor shall be paid to [such account of the Contractor as the Contractor shall notify to UNHCR in writing]/[the following account:

Bank:

Account Name:

Account number:]

5.4 [Subject to satisfactory delivery of the Goods, the Contractor shall issue invoices to UNHCR as follows:

[specify milestones or time schedule against which payment is payable]<sup>10</sup>

OR :

[The Contractor shall issue an invoice to UNHCR upon delivery of the Goods.]<sup>11</sup>

5.5 Each of the Contractor's invoices shall clearly bear reference to the purchase order number to which the invoice relates.

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<sup>7</sup> Note: If UNHCR is to provide assistance to the Contractor (e.g. personnel knowledge or equipment, or facilities), this should be specified in detail and added as a separate clause in the Contract or otherwise identified by specific reference to the relevant provision of an Annex – e.g. in UNHCR's tendering document or the Contractor's offer document).

<sup>8</sup> See footnote 5 above.

<sup>9</sup> If successive purchase orders are issued, e.g. stop/go contract, specify frequencies and conditions when UNHCR will issue purchase orders. However, if this is the case, then consider whether a Frame Agreement might be a more appropriate form of contract.

<sup>10</sup> Note: include only if payment is due to be paid in tranches.

<sup>11</sup> Note: include if the Goods are to be invoiced and paid at the end of the contract when the goods have been delivered. The General Conditions of Contract will apply (payment within 30 days of receipt of Contractor's invoice for the goods – i.e. UNHCR pays the full contract price upon delivery/acceptance of the goods).

5.6 The Contract Price is an all-inclusive amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any amount in excess of the Contract Price, without a prior valid amendment to the Contract.

5.7 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Contract [or if the Contractor has not provided [specify any documentation, e.g. bill of lading, which the Contractor should provide to UNHCR together with the invoices].

5.8 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor, to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

5.9 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice<sup>12</sup>. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days<sup>13</sup> from the date of resolution of such dispute.

5.10 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract, nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.

5.11 Payments made in accordance with this Article 5 shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.

5.12 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Goods.

## **Article 6 – Review; improper performance**

6.1 UNHCR reserves the right to review all services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the services by the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.

6.2 If any services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UNHCR's rights and remedies under this Contract or otherwise, UNHCR shall have the options, to be exercised in its sole discretion:

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<sup>12</sup> Note: See footnotes 7 and 8 above. UNHCR General Conditions of Contract provide that invoices shall be paid by UNHCR within 30 days from receipt of the Contractor's invoice - if different payment terms apply, the language in this clause must be adjusted.

<sup>13</sup> Note: same comment as footnote 9 above.

- (a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed services within [insert number] days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.
- (b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any services already completed by the Contractor.
- (c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate the Contract in accordance with Article 15.1 of UNHCR's General Conditions of Contract for the Provision of Goods (Annex A hereto) without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

#### **Article 7. Authorizations**

7.1. In addition to the Contractor's obligations under Articles 6.10 ('Export Licensing') and 21 ('Observance of the Law') of the UNHCR General Conditions of Contract (Annex A), the Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Contract [including without limitation all entry/exit visas and work permits for its personnel and customs clearance for equipment and material provided by the Contractor]. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.

7.2 [Notwithstanding anything to the contrary herein, UNHCR's sole obligation with respect to customs matters shall be to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items are for the sole use of UNHCR. If any further documentation is required by any authority, the Contractor shall advise UNHCR and UNHCR agrees to provide reasonable assistance to the Contractor in obtaining such documents.]

#### **Article 8. Notices**

8.1. Except as otherwise specified in this Contract, all notices and other communications between the Parties required or foreseen under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, or certified mail, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract.

If to the Contractor:

[Insert address]

Attn:

Fax:

If to UNHCR:

[Insert field address if applicable]

Attn:

Fax:

With a copy to:

[insert SISS address Geneva or Budapest]

Attn:

Fax:

8.2. Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Contract delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidenced by an acknowledgement of personal receipt or a valid fax transmission confirmation sheet report.

#### **Article 9. Miscellaneous**

9.1. If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

9.2. Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

9.3. This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Contract in two identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of UNHCR

For and on behalf of the Contractor

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

**Additionally please refer to Annex 1 to Section 6.2 UNHCR\_General Conditions of Contract**

## **SECTION 7: BIDDING FORMS**

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form D: Bidder Information**

**Form E: Joint Venture / Consortium / Association Information**

**Form F: Eligibility and Qualification**

**Form G: Technical Bid**

**Form H: Price Schedule**

**Form I: Bid Security**

## FORM A: BID CONFIRMATION

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

To: Insert name of contact person

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

From: Insert name of bidder

Subject ITB reference 30000025358

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

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

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

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

## FORM B: CHECKLIST

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

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

### Technical bid:

<b>Have you duly completed all the returnable bidding forms?</b>	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information (if applicable)	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G1: Technical Bid for LPG Cooking Kit and G1A: Technical Bid for Warranty and Afters Sales Service	<input type="checkbox"/>
▪ Form G2: Technical Bid for Pressure Cookers	<input type="checkbox"/>
▪ Form I: Bid Security (hard copy and a soft copy)	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with Schedule of requirements in Section 5?</b>	<input type="checkbox"/>
<b>Have you provided physical samples in line with requirements described in Section 3?</b>	<input type="checkbox"/>
<b>Have you provided original of the Bid Security in line with requirements described in Section 3?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Bidder Information?</b>	<input type="checkbox"/>

### Price Schedule:

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

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	30000025358		

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

**BIDDER'S DECLARATION OF CONFORMITY<sup>14</sup>**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or

<sup>14</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

## FORM D: BIDDER INFORMATION

Vendor No.: \_\_\_\_\_  
(IOM Internal Use)

### Company Details

Registered Vendor Name\*:

Tax Organization Type\*:

Supplier Type\*:

Company Web Site:

Tax Country\*:

Taxpayer ID/Tax Registration No\*:

Products and/or Services

Choose an item.

Choose an item.

Choose an item.

Choose an item.

### Additional Information

UNGM No.:

UNPP No.:

Is your Entity Women Owned?:

Is your Entity Disability Inclusive?:

Choose an item.

Choose an item.

Commitment to Antiracism: Choose an item.  
Does your entity agrees with UN Supplier Code of Conduct: Choose an item.

Is the Bank Account Certificate added as attachment?: Choose an item.

### Address\*

Street Name and House No.

ZIP/Postal Code\*

City\*

Region\*

Country\*

Choose an item.

## FORM D: BIDDER INFORMATION

### Contact Information for communications

First Name\*:

Last Name\*:

Job Title

Email\*:

### IMPORTANT

All fields marked with \* are mandatory.

The form will be returned if mandatory field/s is/are empty

The Vendor Name should match ID or registration documents

### Other Contacts

First Name\*:

Last Name\*:

Job Title:

Email\*:

Will this person have a role in Wave? Choose an item.

If yes, what will be that role? Choose an item.

First Name\*:

Last Name\*:

Job Title:

Email\*:

Will this person have a role in Wave? Choose an item.

If yes, what will be that role? Choose an item.

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\*: \_\_\_\_\_

Signature\*:

Job Title

Date

	List of attachments
<input type="checkbox"/>	Taxpayer ID/Tax registration number certificate.
<input type="checkbox"/>	Business License
<input type="checkbox"/>	Id. of the owner
<input type="checkbox"/>	Signed UN Supplier Code of Conduct
<input type="checkbox"/>	Proof of women ownership share of the company
<input type="checkbox"/>	Evidence of commitment to anti-racism
<input type="checkbox"/>	Evidence of entity's disability inclusive policy
<input type="checkbox"/>	Other: _____

**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	30000025358.		

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

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

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

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

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

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

Name of partner: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Name of partner: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FORM F: ELIGIBILITY AND QUALIFICATION FORM**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	30000025358.		

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

**History of Non- Performing Contracts**

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

**Litigation History** (including pending litigation)

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

**Previous Relevant Experience**

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

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

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


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

#### Financial Standing

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

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

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

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

**FORM(s) G: TECHNICAL BID**

Fill in Form G.1 and G.1A for Lot 1, and Form G.2 for Lot 2 provided as Annex to this ITB

## FORM H: PRICE SCHEDULE

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

Bidders may submit bids for one or more lots identified in Section 5: Schedule of Requirements. For each lot for which a bid is submitted, the Bidder shall quote unit prices for all items specified under that lot. The estimated quantities indicated in this ITB are provided for evaluation purposes only and do not constitute a commitment by IOM and/or UNHCR to purchase any minimum quantity under the resulting Long-Term Agreement(s). Evaluation shall be conducted on a lot-by-lot basis.

### Prices for Goods under Lot 1 – LPG Cooking Kit

Item	Description	Qty (a)	Currency: BDT			
			UOM	Price per Unit excluding VAT	VAT	Price per Unit Including VAT
1.	Auto-Ignited LPG Stove (Single Burner)	1	Pcs			
2.	Low-pressure LPG regulator (22 mm)	1	Pcs			
3.	Hosepipe (LPG Gas Tube):	1	Pcs			
4.	A set of two (2) Clamps (for LPG Hosepipe Connection)	1	Set			

**Note:** Goods under Lot 1 may be ordered by IOM and/or UNHCR either as a complete assembled set or as separate individual items, as specified in the relevant Purchase Order. Where ordered as a complete set, the Supplier shall deliver the items in assembled form and tested prior to delivery.

### Prices for Related Services under Lot 1

Item / lot	Description of the services	Quantity	UOM	Unit price
1.	Repair Desk with technician (as per Annex 1 ToR to Section 5 of the ITB 30000025358) – monthly rate	1	month	
2.	Repair Desk with technician (as per Annex 1 ToR to Section 5 of the ITB 30000025358) – daily rate	1	day	

**Note:** IOM and/or UNHCR reserve the right to order these services either on a continuous monthly basis or on a daily basis, depending on operational needs. The quoted rates shall be inclusive of all costs required for the provision of the service. For periods of service that do not correspond exactly to a full month, IOM and/or UNHCR reserve the right to apply the daily rate.

### Prices for Goods under Lot 2 – Pressure Cookers

Item	Description	Qty (a)	Currency: BDT			
			UOM	Price per Unit excluding VAT	VAT	Price per Unit Including VAT
1.	Pressure Cooker 5 L, including user booklet and required accessories	1	Pcs			

2.	Pressure Cooker 6 L, including user booklet and required accessories	1	Pcs			
3.	Pressure Cooker 6.5 L, including user booklet and required accessories L	1	Pcs			
4.	Pressure Cooker 7 L, including user booklet and required accessories	1	Pcs			

I hereby confirm that, if my offer is selected, the prices quoted in this Price Schedule shall remain valid for the full duration of the Long-Term Agreement.

I, the undersigned, certify that I am duly authorized to sign this quotation and to bind the company named below in the event that this quotation is accepted:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

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

Signature : \_\_\_\_\_

## FORM I: BID SECURITY

### Bid Security (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted its Bid dated *[date]* for *[name and number of the solicitation process]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of International Organization for Migration (IOM) (hereinafter called “IOM”) in the sum of *[amount]* (the “Guaranteed Amount”) for which payment well and truly to be made to IOM, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws or modifies its Bid during the period of Bid validity specified in the Bid; or
- (2) If the Bidder having been notified of the acceptance of its Bid by IOM, during the period of Bid validity:
  - (a) fails, delays, or refuses to execute the Contract in accordance with the solicitation documents, if required; or
  - (b) fails, delays, or refuses to furnish to IOM the Performance Security, if applicable, in accordance with the solicitation documents or
  - (c) does not accept the correction of the Bid Price pursuant to Instructions to Bidders in the solicitation document; or
  - (d) fails to comply with any other conditions specified in the solicitation document, prior to signing the Contract,

we undertake to immediately pay to IOM the amount demanded by IOM, up to the Guaranteed Amount and without any deduction, counterclaim or set-off, upon receipt of its first written demand, without IOM having to substantiate its demand, provided that in its demand IOM will note that the amount claimed by it is due to the occurrence of one or any of the abovementioned conditions, specifying the occurred condition or conditions. We further undertake to indemnify IOM for any cost, loss or liability incurred by IOM as a result of our failure to comply with the terms of this Bid Security. The Parties acknowledge and agree that the Bank’s obligations under this Bid Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings and without the need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Bid Security and its obligation to pay IOM shall be fulfilled by the Bank without any objection, opposition or recourse. The Bank and IOM acknowledge and agree that the terms and conditions of the Bid Security shall remain unchanged for the duration of the Bid Security validity period (as defined below).

This Bid Security will remain in force up to and including the date *[insert the number of days as required according to the Solicitation Documents]* after the date of the expiration of the Bid Validity ("Bid Security validity period"), as stated in the solicitation document as it may be extended by IOM, notice of which extension(s) to the Bank is hereby waived. The Bank hereby agrees and acknowledges that its obligations under this Bid Security shall remain valid and enforceable notwithstanding any extension of the Bid Security Validity Period. Any demand in respect of this Bid Security should reach the Bank not later than the above date.

Nothing in or relating to this Bid Security 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.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

NAME AND POSITION OF SIGNATORY \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_  
*[signature, name, and address]*