



Reference No: RO-2022-014

Date of issuance: 28 October 2022

RFQ Title: RFQ – IOM Communications Videos

## REQUEST FOR QUOTATION (RFQ)

**Submit before: 03 November 2022, 17:30 PM EET**

Delivery location: Bucharest

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

Dear Sir/Madam,

Please submit your best quotation for the supply and delivery of Services specified in the Annex A- TOR below in this document.

The following terms and conditions of the RFQ should strictly be adhered to:

1. All prices to be quoted must be valid 30 days from the date of quotation.
2. IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected Bidder/s of the ground for IOM's action.
3. Unless specified in the RFQ, IOM does not make advance payments. Any offer requesting an advance payment will not be considered. All payments will be made through bank transfer. Bidders who do not have bank accounts **will not** be considered.
4. The quotation should contain: the exact brand, model name and detailed description of the Goods, photo of the items, price, manner and terms of payment, delivery time, copy of license or permit allowing the Bidder to operate business in the required area (supply of Goods) in Romania, copy of quality certificate and warranty certificate (where applicable).
5. Price quoted should be inclusive of delivery, necessary loading/offloading at final destination indicated in this RFQ.
6. Conditions for quoting to parts or sub-parts of the RFQ are allowed. Each vendor should submit only one quotation. No alternative quotations shall be accepted.
7. IOM reserves the right to award contract to one or more vendors and split Goods between multiple vendors in any combination as it may deem necessary and appropriate at its own discretion and in the best interest of IOM.
8. There is no public bid opening for RFQs. IOM shall open the quotations in the presence of an ad-hoc committee formed by IOM, consisting of at least three (3) members. Notification of award shall be sent to successful Bidders only. IOM will not send notification letters to unqualified Bidders.
9. Bidders must declare if they have family or relatives employed by IOM. A Bidder found to have undisclosed conflict of interest with IOM or competing Bidder, shall be disqualified from participating the bid.
10. IOM Purchase Order Standard Terms and Conditions will be applied for delivery of Services under this RFQ (see Annex B).

IOM may conduct an inspection of samples provided by the Bidders for each quoted item to verify the quality and consistency with specifications required by IOM. If required, Bidders will be requested to provide one sample of each item to the IOM Bucharest Office. Samples of successful Bidders are non-returnable/non-refundable. Unqualified Bidders are required to collect their samples after fifteen (15) calendar days from the Quotation Submission Date, if no notification of award has been issued to them by that time.

Quotations must be submitted by email through [procurement.ro@iom.int](mailto:procurement.ro@iom.int) with the subject line of **RFQ – IOM Communications Videos** and must be limited to a maximum of 10MB. If the file exceeds 10 MB, the quotation may be uploaded to an online sharing platform and its link must be submitted in the email. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It is the responsibility of Bidder to ensure that its quotation will reach the address above on or before the deadline. Quotations that are received by IOM after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that it is signed, stamped, and scanned in the **pdf** format, and email subject reflects the tender reference number.

**Thank you and we look forward to receiving your quotation.**

**Anexa 1: SCHEDULE OF REQUIREMENTS**

**TERMS OF REFERENCE  
FOR THE CREATION OF PROFESSIONAL VIDEOS**

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

In the framework of IOM Romania activities, the IOM now invites interested Bidders to submit "Bid" for the creation of two promotional videos.

The aim of the service:

- a. To raise the profile and scale of outreach activities in order to contribute to the overall efforts to reduce the vulnerabilities of those fleeing the war in Ukraine;
- b. To ensure the visibility and awareness on rights and services related to the Temporary Protection Directive and legal pathways for, including third country nationals (TCNs);
- c. To highlight and educate on the wider phenomenon of legal migration and the presence of third country nationals in Romania, beyond the war in Ukraine, including highlighting the considerations of persons with specific vulnerabilities and/or with protection needs, including Unaccompanied and Separated Migrant Children (UASC) and Victims of Trafficking (VoT).

The relevant service should be comprehensive modules that serve aforementioned purposes.

Bids shall be valid for a period of 3 months (the Bidder shall indicate appropriate Price Schedule for this period)

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of PO, without obligation to inform the affected Bidder/s of the ground for IOM action.

**General Information of Services**

**1. Details of General Services required**

In summary, the service that is required is the creation of two professional videos for advocacy, visibility, and public information purposes for IOM Romania and its ongoing project, relevant to the aims of the service outlined above. Namely, to firstly sensitise Romanian audiences and others to the needs and experiences of those displaced by the war in Ukraine; and secondly to highlight the

The two videos should meet the following requirements:

No.	Service/products	Qty
1.	<b>Promotional video on Ukraine crisis response</b>	1
<b>Requirements</b>	A dynamic, engaging, professionally produced video sensitising people in Romania to the needs and experiences of those displaced by the war in Ukraine. The video should depict elements involving the impact of war on different age groups and genders, based on the real-life experiences of refugees in conflict. For protection purposes and for the mitigation from harm, the video should entirely avoid the use of highly traumatic or graphic imagery; and should involve professional actors only. Length: 1 to 2 minute(s).	
2.	<b>Promotional video on Third-Country Nationals (TCNs)</b>	1
<b>Requirements</b>	Third country nationals (TCNs) are vulnerable to discrimination, violence or other human rights abuses and crimes, such as trafficking, especially while travelling. With the high profile attention given to the refugees from Ukraine, legal migration and related TCN issues have had a lower attention profile, therefore the purpose of the video would be to highlight the importance of this stream of the IOM's work in Romania, and to sensitise local stakeholders to this in a short message. Length: 1 to 2 minute(s).	

## **2. Materials**

Script and video contents will be refined with the successful bidder and IOM Romania based on the above requirements, aims, and specifications.

IOM will provide all the details regarding the visual identity requirements specific to the IOM.

## **3. Selection criteria and steps**

- a. Compliance with aforementioned technical requirements of request.
- b. Portfolio of completed materials (previous completed works)
- c. Script proposals for both videos

\* Any request for clarification must be made in writing to the e-mail address [procurement.ro@iom.int](mailto:procurement.ro@iom.int)

## **4. Performance Measures/ Key performance indicator**

- 4.1. Complete delivery of both videos by mid-December 2022

## **5. Invoicing and payment**

- 5.1. The service provider shall invoice IOM once the service is done.
- 5.2. The invoices shall include a breakdown of costs detailing all corresponding charges per service.
- 5.3. The service provider will promptly inform IOM for purpose of approval of any situation under the procurement, which may impose additional financial obligations on IOM.

## **6. Submission of bids**

Submission of the bids should be done before 3 November 2022 through email to [procurement.ro@iom.int](mailto:procurement.ro@iom.int)

Quotations submitted by email must be limited to a maximum of 10MB (the exceeded quotations should upload cloud server and the link should submit without password). They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It is the responsibility of Bidder to ensure that its quotation will reach the address above on or before the deadline. Quotations that are received by IOM after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that it is signed, stamped, and in pdf format, and the email subject reflects the tender reference number.

Respectfully,  
**Mr. Mircea MOCANU**  
**Head of Office, IOM Romania**

## Anexa B

### Purchase Order Standard Terms & Conditions

#### **1. Agreement**

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

#### **2. PO Identification**

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

#### **3. Delivery**

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of **[0.1%]** of the total price for every day of breach of the delivery schedule by the Supplier.

#### **4. Payment**

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

#### **5. Adjustments**

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

#### **6. Packaging**

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped 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 shipment that is deemed not to have been packaged adequately.

#### **7. Inspection and Acceptance**

- a) 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.
- b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. 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 Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. 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.
- c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract.
- d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

#### **8. Warranties**

##### **8.1** Supplier represents and warrants that:

- (a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished or specified by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.

- (b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
- (c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
- (d) In all circumstances it shall act in the best interests of IOM;
- (e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
- (f) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
- (h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
- (j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

#### **8.2 The Supplier further warrants that:**

- (a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- (b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.
- (c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- (d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel.
- (e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.
- (f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.
- (g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

#### **9. Indemnification**

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 Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the expiration or termination of this Contract.

#### **10. Termination and Reprocurement**

- (a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.
- (b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

#### **11. Independent Contractor**

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

## **12. Audit**

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

## **13. Settlement of Dispute**

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

## **14. Confidentiality**

All information which comes into the Supplier's possession or knowledge in connection with this PO 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 or stores any personal data in the performance of this PO. These obligations shall survive the expiration or termination of this PO.

## **15. Use of IOM Name**

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

## **16. Status of IOM**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

## **17. Assignment and Subcontracting**

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

## **18. Waiver**

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

## **19. Severability**

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

**Supplier's signature and stamp accepting these terms and conditions:**

**Date:**