



IOM International Organization for Migration
 OIM Organisation Internationale pour les Migrations
 OIM Organización Internacional para las Migraciones
Libya

REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)

To : All Suppliers in Libya
 Project: IOM Libya office
 Ref. No.: LY21-261
 Date : 25 October 2021

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 Libya office*, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of *1pc 110 Kva Generators and, extra copper cables and construction of metal cage for generator*.

Item No.	Item Description	Quantity	Unit
1	Min 110 Kva Generator	1	ea.
2	Cables for installation (30 meter – 4x35 copper)	1	ea.
3	Metal Cages with shade	As shown on page 11	

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

Quotation shall be submitted by [e-mail](mailto:iomlibyaproposal@iom.int) to the iomlibyaproposal@iom.int-mail address on or before *9 November 2021*. Late Quotations will not be accepted.

Site Visit: on *3 November 2021* at 10:00, for the site visit is mandatory and failure to attend will be ground for disqualification and for any technical queries, please get in touch with Engineer:

- **Ali ABDELMOLA** at (Mobile# 0913747118)

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

Very truly yours,

Procurement Unit

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotation for the supply and delivery of *1pc 110 Kva Generators and, extra copper cables and construction of metal cage for generator.*

Item No.	Item Description	Quantity	Unit
1	Min 110 Kva Generator	1	ea.
2	Cables for installation (30 meter – 4x35 copper)	1	ea.
3	Metal Cages with shade	As shown on page 11	

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM electronically through iomlibyaproposal@iom.int

IOM will respond to any request for clarification received on or before *2 days prior to submission*. Copies of the response including description of the clarification will be shared with all Suppliers through the same publication ways of this GIS, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

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

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

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

9. Requirements

9.1 Quotation Documents

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

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D)
- e.) PO Standard Terms and Conditions (Annex E)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in *English* and prices shall be quoted in *USD*, exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as nonresponsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *30 calendar days*, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

10. Submission of Quotation Documents

Quotation must be submitted electronically. The Supplier must share scanned/electronic copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to [Procurement Unit](#).

Quotation shall be submitted by [e-mail](#) to the iomlibyaproposal@iom.int e-mail address on or before *31 October 2021*. Late Quotations will not be accepted.

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM Libya Procurement Unit, Procurement and Logistics Officer.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery site/s:

1- Hay Al Andalous IOM office –Tripoli- Libya

Delivery period shall be within *maximum 30 days* upon signing of the Purchase Order or Contract.

18. Liquidated Damages

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

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered. The supplier can provide invoice of the goods and services delivered to each site for partial payment. IOM shall make the payment within 30 calendar days after confirmation of receipt of goods and services specified in the Invoice. IOM has the right to hold the Invoices until confirm the fully receipt of goods and services.

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

Annex A

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of *(please insert the name of the goods and services you want to bid for)* the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of October 2021.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Quotation for and on behalf of

_____ *[name of company]*

PRICE SCHEDULE FORM**PROJECT TITLE : Search and Rescue Project****REF NO. : LY21-184**

#	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE
1	Generator, 110 Kva	1	ea.			
2	Cables for installation (30 meter – 4x35 copper)	1	ea.			
3	Metal Cages with shade	As shown on page 11				

TECHNICAL SPECIFICATIONS

Ref No. : LY21-261	
Item No. : 1	
Item Description : Generator	
Manufacturer : _____	
Origin : _____	
Model : _____	
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Power: min 110 Kva	
Engine: Perkins	
Cooling System: water cooling system	
Output voltage 220&380v, 3 phases	
Automatic switch, Digital control board	
Fuel: Diesel	
Warranty (Engine and Dynamo) covers the first 500Hrs of running or 1 year	

Ref No. : LY21-261	
Item No. : 2	
Item Description : Extra Copper Cables	
Manufacturer : _____	
Origin : _____	
Model : _____	
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
Extra Copper Cables	
Size: 4x35 copper (aluminum or alternatives are not accepted)	
Length: 30 meters per generator	

TECHNICAL SPECIFICATIONS

Ref No. : LY21-261	
Item No. : 3	
Item Description : Construction and Installation of Metal Cage	
Manufacturer : _____	
Origin : _____	
Model : _____	
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS



International Organization for Migration (IOM)
The UN Migration Agency

BOQ- Development of the generator canopy

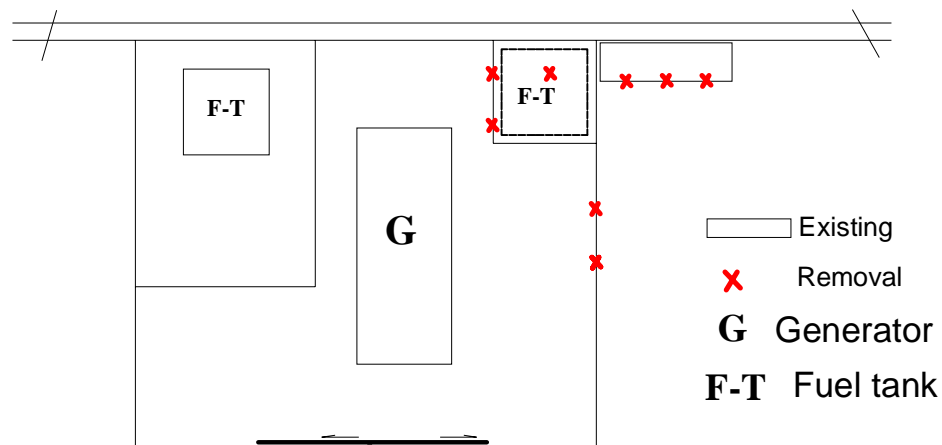
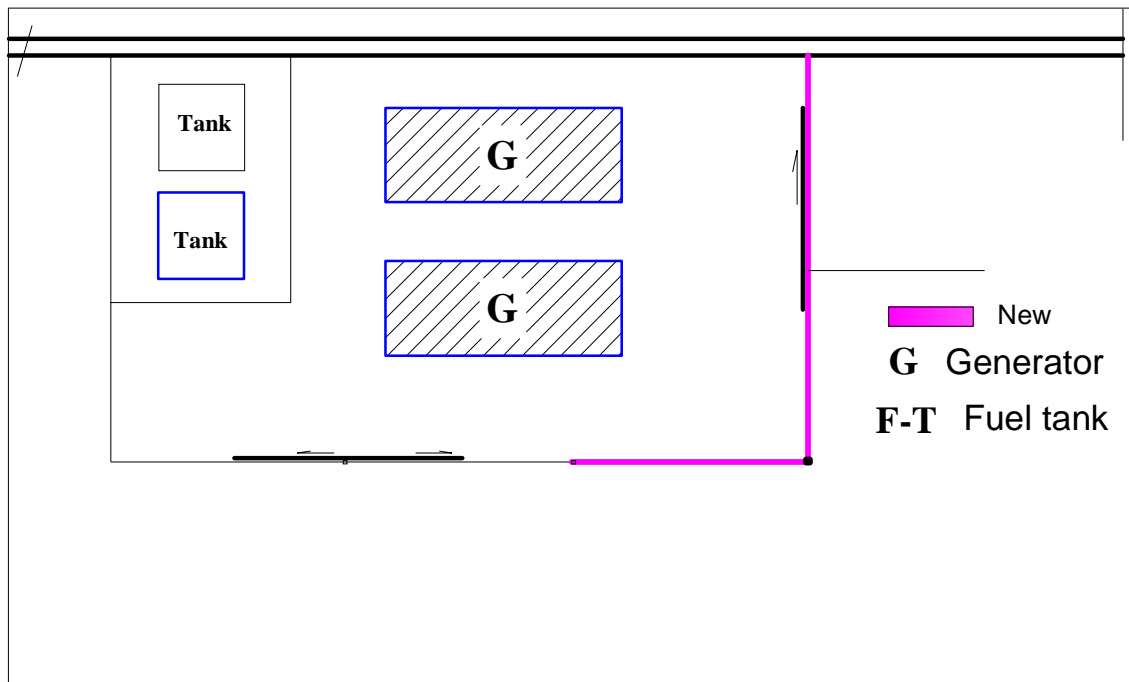
Date: 18 OCT 2021

Location: IOM Office - Hay Andalus

Item	Description	Unit	الكمية Qty	السعر Unit Price (USD)	المبلغ Total Price (USD)	الوصف	البند
1	Demolition and removal of the tank foundation & walls of limestone or hollow bricks, the work includes transfer the waste to public landfills.	L.S	1			بالمقطوعة / هدم وإزالة حوائط من الحجر الجيري أو الطوب المفرغ شاملاً قاعدة خزان الوقود ونقل المخلفات إلى المقالب العمومية طبقاً لتعليمات المهندس المشرف.	1
2	Repairing & finishing the demolition area, the work includes plastering & painting by the same existing color.	L.S	1			بالمقطوعة / لياسة وطلاء وتشطيب مكان هدم قاعدة الخزان بنفس اللون .	2
3	Dismantling and transfer the fuel tank to new place. (See attached drawings).	L.S	1			بالمقطوعة / فك ونقل خزان الوقود الى المكان المحدد بالرسومات المرفقة .	3
4	Supply and installation of a canopy (Arc Corrugated) for the generator, the work includes implementation of iron mesh for the sides with a thickness of 4 mm, steel columns and an steel door for operation and maintenance.	M2	15			بالمتر المربع / توريد وتركيب مظلة نوع القوس لحماية المولد والعمل يشمل وتنفيذ الجوانب من الحديد المشبك سمك 4 مم قابلة لل فك واعمد و باب من الحديد لزوم التشغيل والصيانة. مرفق الرسومات الهندسية التوضيحية .	4
5	Supply and installation of P.P.R pipes with 1-inch diameter to use as a source for the fuel tanks (refueling tanks), the work includes all needs to complete the work.	M	30			بالمتر الطولي / توريد وتركيب مواسير P.P.R بقطر 1 بوصة شاملاً الوصلات لزوم أمداد الخزانات بالوقود وما يلزم لنهـو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5

TOTAL

The mandatory Site Visit is important



International Organization for Migration

Development of the generator canopy

Date

OCT19,2021

VENDORS INFORMATION SHEET (VIS)**VENDOR INFORMATION SHEET (VIS)**

Name of the Company _____

Address ☐ Leased ☐ Owned Area: _____sqm

House No _____
 Street Name _____
 Postal Code _____
 City _____
 Region _____
 Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse ☐ Leased ☐ Owned Area: _____sqmBusiness Organization ☐ Corporation ☐ Partnership ☐ Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____

RFQ Ref# LY21-261

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method ☐ Cash ☐ Check ☐ Bank Transfer ☐ Others

Currency ☐ Loc.Currency ☐ USD ☐ EUR ☐ Others

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

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

Bank Details:

Bank Name _____

Bldg and Street _____

City _____

Country _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Account No. _____

Swift Code _____

Iban Number _____

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

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

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

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

☐

Yes

☐

No

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

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company	Contact Person	Contact Number
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RFQ Ref# LY21-261

Banking Reference

Bank	Contact Person	Contact Number

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

FOR IOM USE ONLY

Purchasing Organization _____

Account Group _____

Industry ☐ 001 ☐ 002 ☐ 003

where 001 - Transportation related to movement of migrants

002 - Goods (e.g. supplies, materials, tools)

003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type ☐ Global ☐ Local



F18.03

IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Headquarters

17 route des Morillon. C.P. 71, CH-1211 Geneva 19, Switzerland
Tel. + (41.22) 717-9111 Fax + (41.22) 798-6150

Manila Administrative Support Office

25/F Citibank Tower, 8741 Paseo de Roxas, Makati, Philippines
Tel. + (632) 848-1260 Fax +(632) 848-1257

PO No.

PO Date : 06 June 2017
Revision Date

PURCHASE ORDER

Vendor's Details		Ship/Deliver Purchased Goods/Services To: IOM Libya					
Delivery Schedule as per agreed schedule (subject to availability of clearance at destination)		Send Invoice To: IOM Libya					
Terms of Payment 30 days upon received of invoice							
No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total	
Sub-Total							
Taxes (if any)							
Shipping							
Insurance							
Discount (if any)							
TOTAL							
Vendor's Acceptance This is to certify that I fully read the terms and conditions of this Purchase Order stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its requirements and fully comply with its terms and conditions. I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.				Prepared by: Date _____ Approved by: Date _____			
_____ Sign Over Printed Name & Date							

**Purchase Order No.
Standard Terms & Conditions**

F 18.03**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: