

## **REQUEST FOR QUOTATION (RFQ)**

RFQ Reference: LY22-407 Date: 05 December 2022

SECTION 1: REQUEST FOR QUOTATION (RFQ) For "Media and information literacy" ToT training and cascade sessions in Benghazi, Sabha, Kufra, Murzuq.

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

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data Annex 1: Schedule of Requirements Annex 2: Quotation Submission Form Annex 3: Technical and Financial Offer

Annex 4: Terms of Reference

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

#### Mandatory Documents - Requirements of the Eligibility and Technical Evaluation:

- Valid Company registration documents (Eligibility)
- Bank information (Eligibility)
- Singed /stamped Code of conduct (Eligibility)
- Completed VIS-vendor information sheet (Eligibility)
- Signed /stamped DOC- declaration for conformity (Eligibility)
- Financial Proposal (Eligibility)
- Technical Proposal (Technical Evaluation)
- Delivery Lead Time (Technical Evaluation)
- Team composition and CVs of key personnel (Technical Evaluation)
- List of Relevant Experiences and/or Similar Previous Projects with an equivalent awarded contract cost of USD 200,000 and above for the last 5 years. (**Technical Evaluation**)
- Company profile (Technical Evaluation)

Online Pre-bidding Conference is scheduled on Wednesday, 14 December 2022 @ 11.30 AM GMT +2 (Tripoli), through MS Teams for those Companies that are interested to attend. Therefore, interested companies are required to send an email for their attendance to <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> on or before 13 December 2022 indicating the RFQ Ref# LY22-407 in their e-mail subject. The meeting link will be shared only with those that submitted the interest before the set date.

Thank you and we look forward to receiving your quotations.

Approved by:

IOM Libya Procurement



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

Deadline for the Submission	23 December 2022						
of Quotation	If any doubt exists as to the time zone in which the quotation should be submitted,						
	refer to http://www.timeanddate.com/worldclock/.						
Method of Submission	Quotations must be submitted as follows:						
	☐ E-tendering						
	⊠ Email						
	☐ Courier / Hand delivery						
	□ Other						
	Bid submission address: iomlibyaproposal@iom.int						
	File Format: PDF						
	<ul> <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> </ul>						
	<ul> <li>All files must be free of viruses and not corrupted.</li> </ul>						
	<ul> <li>Max. File Size per transmission: 25 MB</li> </ul>						
	<ul> <li>Mandatory subject of email: RFQLY22-407</li> </ul>						
	<ul> <li>Multiple emails must be clearly identified by indicating in the subject line</li> </ul>						
	"email no. X of Y", and the final "email no. Y of Y.						
	<ul> <li>It is recommended that the entire Quotation be consolidated into as few</li> </ul>						
	attachments as possible.						
	<ul> <li>The proposer should receive an email acknowledging email receipt.</li> </ul>						
Cost of preparation of	IOM shall not be responsible for any costs associated with a Supplier's preparation						
quotation	and submission of a quotation, regardless of the outcome or the manner of						
	conducting the selection process.						
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and						
	acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights,						
	UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct						
	(ungm.org).						
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest,						
	by disclosing to UN if you, or any of your affiliates or personnel, were involved in the						
	preparation of the requirements, design, specifications, cost estimates, and other						
	information used in this RFQ.						
General Conditions of	Any Purchase Order or contract that will be issued as a result of this RFQ shall be						
Contract	subject to the IOM General Conditions of Contract for provision of						
	goods/services/transportation/medical services available at						
et de	https://www.iom.int/do-business-us-procurement.						
Eligibility	Bidders shall have the legal capacity to enter into a binding contract with IOM and to						
Currency of Quotation	deliver in the country, or through an authorized representative.  Quotations shall be quoted in USD						
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except						
	charges for public utility services, and is exempt from customs restrictions, duties,						
	and charges of a similar nature in respect of articles imported or exported for its						
	official use. All quotations shall be submitted net of any direct taxes and any other						
	taxes and duties, unless otherwise specified below:						
	All prices shall:						
	☐ be inclusive of VAT and other applicable indirect taxes						
	☑ be exclusive of VAT and other applicable indirect taxes						
Language of quotation and	English,						
documentation including							



Quotation validity period Q Price variation N	Bidders shall include the following documents in their quotation:  Annex 2: Quotation Submission Form duly completed and signed  Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1  Other Eligibility requirements  Quotations shall remain valid for 60 days from the deadline for the Submission of				
Documents to be submitted  Documents to be submi	☑ Annex 2: Quotation Submission Form duly completed and signed ☑ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 ☑ Other Eligibility requirements				
Quotation validity period Q Price variation N	☑ Annex 2: Quotation Submission Form duly completed and signed ☑ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 ☑ Other Eligibility requirements				
Quotation validity period Q Price variation N	<ul><li>☑ Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</li><li>☑ Other Eligibility requirements</li></ul>				
Quotation validity period Q Q Price variation N	ccordance with the Schedule of Requirements in Annex 1  Other Eligibility requirements				
Quotation validity period Q Q Price variation N	ccordance with the Schedule of Requirements in Annex 1  Other Eligibility requirements				
Quotation validity period Q Q Price variation N	☑ Other Eligibility requirements				
Quotation validity period Q Q Price variation N					
Price variation N	)uotations shall remain valid for 60 days from the deadline for the Submission of				
Price variation N	·				
of	Quotation.				
	No price variation due to escalation, inflation, fluctuation in exchange rates, or any				
	other market factors shall be accepted at any time during the validity				
l a	juotation after the quotation has been received.				
	☑ Not permitted				
	·				
	☐ Permitted				
Payment Terms					
d <sub>1</sub>	locumentation.				
	☐ Other				
	ocal Person: IOM Libya Procurement				
	•				
	-mail address: iomlibyaproposal@iom.int				
notifications and					
clarifications					
Clarifications Ro	Requests for clarification from bidders will not be accepted any later than 3 days				
b	pefore the submission deadline. Responses to request for clarification will be				
	ommunicated iomlibyaproposal@iom.int by 12 December 2022				
Evaluation method	☐ The contract will be awarded to the lowest price (most responsive bids) and				
	echnically compliant bidders.				
	☐ Highest overall technical and financial weighted score (70% technical, 30%				
fi	inancial).				
T	he technical proposals of Service Providers shall be evaluated based on the				
fc	ollowing criteria and sub-criteria:				
	-				
(i'	i) Specific experience of the Service Providers relevant to				
	he assignment: 50 Points				
-5	Similar organizations worked 25 Points				
(i)	ii) General qualification 30 Points				
-L	Labour Capacity 15 Points				
	Responsiveness to the TOR 15 Points				
/iii	iii) Key professional staff qualifications and competence for the assignment:				
	20 Point				
2	20 Polit				
	\a(\frac{1}{2} - \frac{1}{2} - \frac{1}{2				
	.)Specific Experience <b>50 Points</b>				
The state of the s	General qualification 30 Points				
3)	)Key Staff and CVs <b>20 Points</b>				
The state of the s	otal weight: 100 points				
	-				
ТІ	he minimum technical score St required to pass is: <b>70 Points.</b>				
	the financial scores (Cf) of the other Financial Drangeste shall be seemed to be a				
l	THE THEORETIC COURSE INTO OTTOO OTDOY EINANCIAL PROPOSALS CHAll be computed based				
	The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:				

Section I – Terms of Reference: Implementing an eight (8) days Training of Trainers Curriculum on Media and Information Literacy and sixty-four (64) cascade sessions in local schools in Benghazi, Sabha, Kufra and Murzuq.

#### 1. Background

Since 2016, IOM's Community Stabilization Programme (CS) aims to contribute to stabilization and peacebuilding efforts in Libya. Using a community-led approach, CS works to create critical opportunities for constructive interaction among social and ethnic groups, building trust and strengthening bonds. IOM achieves this by employing a participatory methodology that brings together local communities, tribal/community leaders, civil society and community-based organizations from diverse backgrounds to identify and prioritize targeted interventions that respond to community needs, including infrastructure projects and provision of equipment to improve basic services.

Media and information literacy (MIL) equip citizens and "empowers people in all walks of life to seek, evaluate, use and create information effectively to achieve their personal, social, occupational and educational goals. It is a basic human right in a digital world and promotes social inclusion of all nations<sup>1</sup>." Media and particularly social media can serve as a driver of peace by encouraging valuable dialogue between people from different ethnic, religious, and political backgrounds, encouraging positive perceptions and enhancing tolerance and mutual understanding. In the same way, media can either minimize or exaggerate a conflict, mitigate or exacerbate power dynamics. Conflict may also be fed by social media, through trending hashtags and viral posts on political and social events, or incited by online hate speech by groups seeking to organize and recruit. In the past years, the United Nations (UN) system has increased its attention to technologies as a tool for peace and security, and the UN Secretary-General has highlighted the importance of social media in his Strategy on New Technologies and reiterated it in the Data Strategy 2020–22<sup>2</sup>.

This initiative aims to foster education on the role and positive use of media and social media among youth, as opportunity for building peace. This project will engage youth between the ages of 18-25, training this target group on media and information literacy, use of social media as tool to prevent conflict, counter hate speech and fake news, and mentor them to build alternative space for learning through MIL sessions in local schools, youth associations or clubs in Benghazi,

<sup>&</sup>lt;sup>1</sup> https://www.ifla.org/publications/beacons-of-the-information-society-the-alexandria-proclamation-on-information-literacy-and-lifelong-learning/

<sup>&</sup>lt;sup>2</sup>https://www.swisspeace.ch/assets/publications/downloads/PeaceMediationSocialMedia\_SwissPeace\_UNO\_Web\_v 1.pdf

Kufra, Sabha and Murzuq. The goal of this effort is to promote media awareness and development of internet literacy to combat misperception, prejudice, and hate speech between youth, promote dialogue, and empower youth to lead positive development in their communities.

### 2. Objectives

The objective of the service provider's (SP) responsibilities is to organize all practical aspects and implement an eight (8)-days Training of Trainers (six hours per day for a total of 48 hours) in Benghazi, Kufra, Sabha and Murzuq in Libya and to mentor the trainees to conduct a total of sixty-four (64) cascade sessions in local secondary schools. In each location, the SP is responsible to guide each trainee to conduct at least 2 sessions.

The Media and information ToT curriculum – including agenda, learning outcomes, materials for delivery - will be provided by IOM and will include modules on key learning outcomes/elements of media and information literacy, understanding news, media and information ethics, a focus on the use of media and particularly social media for positive communication (counter hate speech and bias, creating new space to connect and dialogue); soft skills (critical thinking, self-expression, facilitation and participation) linked to the media and guidance on how to incorporate learning to build practical MIL sessions for young people in local schools, youth club or youth association in Libya.

The SP will be responsible to complete: participant outreach and selection, social media visibility, logistics and coordination, training organization and implementation in each location, and after the ToT is completed, mentor and support the new trainers in holding at least two sessions – for a total of 4 hours - within each target city, in schools or youth club with further groups of interested children and youth. IOM will support for the identification of schools or youth social club.

### 3. Scope of the Services

- SP will be responsible for hiring and managing one or more trainers if an experienced trainer is not already within the organization, both contingent on IOM approval. The trainer will be expected:
  - o Work with IOM Libya to ensure the training will be implemented as intended,
  - o Implement the ToT to a high standard,
  - o Complete all IOM monitoring and evaluation documentation,
  - o Submit a training report with Pre-and Post-Test analysis,
  - Be available for an additional 15 working days remote or in presence over the subsequent two months to support new Trainers in their implementation of local sessions.
  - All documentation to be reviewed and approved by IOM.

- SP will complete, with IOM review and approval, an agreed upon list of outreach methods, including social media and any physical posters.
- SP will develop, with IOM approval, conflict and gender sensitive selection criteria, as well as a mechanism of collecting information from prospective participants, such as a Google form or emailed survey. Training participants should represent a cross-section of tribes, ethnicities, IDPs, migrants, refugees
- SP will carry out all logistics and oversee implementation of a ToT for sixteen (16) participants in each location for a duration of eight (8) days, which will require approximately forty-eight (48) hours of training time per location. Logistics and expenses include space rental, with operating generator and internet, lunch and refreshment, supplies, printed materials and roll-up and local transportation for participants (maximum 30 km from the location identified for the training implementation).
- SP will select a training location, with IOM approval, and will be responsible for rental, ensuring there is adequate space for training and activities, working internet and generator.
- SP will work with new Trainers to hold at least two (2) local sessions of two (2) hours each in secondary schools, youth or social clubs. In total, the SP is responsible to implement sixty-four (64) sessions led by the trainees and supervised by the trainer(s). New trainees can be divided in group of two to run the sessions. This will result in 8 groups for each location \* 2 sessions \* 4 locations for a total of 64 local sessions.
- SP will be responsible for all ToT and local session logistics and expenses (stationary, visibility, materials) including transportation for the new trainers. Refreshment in schools should not be included in the service.
- SP will be responsible under the supervision of IOM to coordinate with pre-selected secondary schools, youth associations or youth social clubs to organize interactive media literacy sessions.
- SP will complete all IOM Libya monitoring and evaluation and contract deliverables to a high standard and IOM approval.
- SP will meet all IOM Libya financial and procurement requirements, including submission of all documentation in a timely manner.

#### 4. Time Schedule

Service should have a duration of approximately five (5) months.

Schedule of Activities	Dates		
Completion of IOM-approved visibility designs, outreach	After 10 days from the		
plan, and logistic plan	contract start date		
ToT participant social/media outreach	After 15 days from the		
	contract start date		
Participant selection and communication	At the end of the first month		
Trainer to familiarize with the materials provide by IOM	At the end of the first month		

Training of Trainers Workshops completed	At the end of the third
	month
Local session social/media outreach and organization	At the end of the third
	month
Implementation of local sessions completed.	After four months and half
	from the contract start date
Final Report in IOM template including pre and post analysis	At the end of the fifth
and training evaluation, final satisfaction survey and success	month
stories	

## 5. Data, Local Services, Personnel and Facilities to be provided by IOM

IOM Libya Community Stabilization Unit will work in collaboration with vendor, review and approval all deliverables and documents before implementation, provide guidance throughout the project cycle.



	ON THIS KATTON
	Sf = 100 x FI / F
	Where:
	Sf - is the financial score of the Financial Proposal under consideration, FI - is the price of the lowest Financial Proposal, and F - is the price of the Financial Proposal under consideration.
	The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)
	Sc = St x T% + Sf x F%
	The firm achieving the highest combined technical and financial score may be invited for negotiations.
Evaluation criteria	□ Full compliance with all requirements as specified in Annex 1
	☐ Full acceptance of the General Conditions of Contract or PO
	⊠Earliest Delivery /shortest lead time
	□ Others
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at	At the time of award of Contract or Purchase Order, IOM reserves the right to vary
time of award	(increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
Type of Contract to be	PO for Services
awarded	1 O TOT SCI VICES
Expected date for contract	15 January 2023
award.	
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace
	(UNGM) website at <a href="https://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if
	not registered with the UNGM, however, if the Bidder is selected for Contract award
	of USD 100,000 and above, the Bidder is recommended to register on the UNGM
	prior to contract signature. For vendors who do not have the technical means to
	register in UNGM, the UNGM has implemented an assisted vendor registration
	functionality that allows IOM procurement personnel to add local vendors to the
	UNGM.



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

**Technical Specifications for services:** 

### **Delivery Requirements**

Delivery Requirements				
Delivery date and time	ne Bidder shall deliver the goods and services ASAP after Contract signature.			
Delivery Terms (INCOTERMS 2020)	At Delivered Place			
Customs clearance	Shall be done by:			
(must be linked to	☐ Name of organisation			
INCOTERM	☐ Supplier/bidder			
	☐ Freight Forwarder			
Exact Address(es) of Delivery Location(s)	Benghazi, Sabha, Kufra, Murzuq in Libya			
Distribution of shipping	NA			
documents (if using				
freight forwarder)				
Packing Requirements	NA			
Training on Operations and Maintenance	NA NA			
Warranty Period	NA NA			
After-sales service and local service support requirements	NA			
Preferred Mode of Transport	NA NA			
Other information	NA			



#### **ANNEX 2: QUOTATION SUBMISSION FORM**

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	
RFQ reference:	Date:

#### **VENDOR INFORMATION SHEET<sup>1</sup>**

### BIDDER'S DECLARATION OF CONFORMITY<sup>2</sup>

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

<sup>&</sup>lt;sup>1</sup> Vendor Information Sheet.xlsx

<sup>&</sup>lt;sup>2</sup> This form is mandatory to fill in and sign by every vendor who submits quotation



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

Date:

7



### **ANNEX 3: TECHNICAL AND FINANCIAL OFFER – Services**

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

snan be permittea ana n	o substitutions snan be act	гертеи.					
Name of Bidder:							
RFQ reference:				Date:			
echnical Offer							
Mandatory to Provide th	e following:						
- a brief method	ion of your qualification an statement and implemento on and CVs of key personn	ation plan;		elevant to	the Scope	e of Works;	
ı	Description of Works			иом	Qty	Unit Price	Total Price
As per attached ToR					-		
			Total				
Compliance with Requir	rements	T					
		Yes, we	will	No, we	ou Respo		ly, pls. indicate
		compl		cannot	,	counter pr	
Delivery Lead Time					Pleas	e provide deliv	<mark>ery time</mark>
Validity of Quotation						Please indicate Validity of Quotation	
Payment terms							
Other requirements [pls. specify]							
I, the undersigned, certified quotation is accept	tify that I am duly authoriz ed.	ed to sign	this quo	tation an	d bind the	company belo	ow in event that
Exact name and address of company Au			Authorized Signature:				
Company Name		Date:					
Address:			Name:				
Phone No.:			Functional Title of Authorised Signatory:				
Email Address:			Email A	ddress:			



Payment Details	Check** Cash** Others**
Payment Method* Bank Transfer  Justification for Non-Bank Payment Method**	Check** Cash** Others**
Notes	
Non-bank payment methods require justification.	d in order to avoid additional bank charges and/or delay in payments.
Bank Details (mandatory if Payment Method is via Bar	nk Transfer):
Bank Name	
Bldg and Street	
City	
Postal Code	
Country	
Bank Account Name	
Bank Keys	
Account Currency	
Bank Account No.	
Depending on the country	
Swift Code/BIC (accounts outside U.S.A.)	
IBAN Number (mandatory for banks in Europe)	
Clearing No. (CHF accounts in Switzerland)	
ABA No. for ACH (USD accounts in U.S.A.)	<u> </u>
Bank Branch Code	
Notes	
If there are multiple bank accounts, please add an extra s	sheet, and mark the default bank account
in anote are manapie bank accounte, produce and an okta t	Shoot, and man the delican bank decount.
varded please submit ID/Penistration signed IOM Su	pplier Code of Conduct and Proof of Banking Details to IOM
arded, please submit ID/Registration, signed IOM Su	pplier Code of Conduct and Proof of Banking Details to IOM
housely contify that the information above are two and as	went I am also authorizing IOM to validate all alsimo with conserved authorities
nereby certify that the information above are true and cor	rrect. I am also authorizing IOM to validate all claims with concerned authorities.
	_
	Signature
Printed Name	
Printed Name Position/Title	



# **Code of Conduct for Suppliers**

# Field Procurement Unit Manila Administrative Centre, Manila Philippines

IOM is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of IOM's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

IOM procurement ethics focuses on zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with IOM.

### **Policy on Corruption and Position on Conflict of Interest**

IOM expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer to any IOM Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favorism which qualifies as a corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff any gratuity for the benefit of/or at the direction or request of any Staff of IOM;
- To immediately inform the IOM Head of Office in the event that any Staff of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with IOM. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

### **Representation from Suppliers**

IOM expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other suppliers or agents when participating in a bid;

Suppliers Code of Conduct



# **Code of Conduct for Suppliers**

# Field Procurement Unit Manila Administrative Centre, Manila Philippines

- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

#### **Applicability of the Code of Conduct**

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting on behalf of them (with approval of IOM).

### Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, IOM expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the supplier's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

### **Secure Communication Channels**

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact IOM Field Procurement Unit at email address <a href="mailto:fpu@iom.int">fpu@iom.int</a> or at:

Field Procurement Unit

28th Floor Citibank Tower

8741 Paseo de Roxas, Makati City 1226, Philippines

Suppliers Code of Conduct 2



# **Code of Conduct for Suppliers**

# Field Procurement Unit Manila Administrative Centre, Manila Philippines

IOM will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

#### **SANCTIONS**

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse;

# <u>Acknowledgment and Acceptance, to be submitted together with VIS( Vendor Information Sheet)</u>

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier:	
Address:	
Representative:	
Signature:	
Date:	

Suppliers Code of Conduct 3

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. Rev. No. Reference SAP PO No

PO Date Revision Date

PURCHASE ORDER						
Vendor's Details Ship/Deliver Purchased Goods/Services To:						
Delivery Schedule		Send Invoice To:				
Terms of Payment		<u> </u>				
		Project Budget				
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 Prepared by:						
This is to certify that I fully read the terms and condtions 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  Date						
requir	requirements and fully comply with its terms and conditons.  I also further certify that I am authorized by my company to accept this Purchase Order  Approved by:					
in its behalf.						
Sign Over Printed Name & Date  Date						_

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

3. 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.

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.

to contorm 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

(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 prevent actual, actual actual

(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

(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

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

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.

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.

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: