



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

**REQUEST FOR QUOTATION (RFQ)
AND
GENERAL INSTRUCTION TO CONTRACTORS (GIC)**

To : Eligible Contractors
Project : Redevelopment of Prefab at Tripoli Main Port DP GACS section
Ref. No.: RFQ-LY22-157
Date : 20/05/2022

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 IBM/SAR activity in Tripoli main port IOM invites interested eligible Contractors to submit Quotations for the Construction of Tripoli main port for Redevelopment of Prefab at Tripoli Main Port DP GACS section.

Kindly note relevant details below:

1. **Site visit** is scheduled on Sunday , 29/05/2022, at: 11:00, 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 Engineers:
ABDELMOLA Ali at Mobile 091 374 7118
SAEID Tahir at Mobile 092 616 91 44
- Deadline of RFQ : 06/06/2022.
- Bid offer currency: USD
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int

IOM reserves the right to accept or reject any quotations, 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 Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM's action.

Very truly yours,
IOM LIBYA PROCUREMENT

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 CONTRACTORS (GIC)

1. Description of Works

IOM request prospective Contractors to submit quotation for the implementation of [Redevelopment of Prefab at Tripoli Main Port DP GACS section](#)

2. Corrupt, Fraudulent and Coercive Practices

IOM requires that all IOM Staff, contractors, manufacturers, suppliers or distributors, observe the highest stand of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by contractors, 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 any thing 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 contractors 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

A contractor found to have a conflicting interest to another contractor or in relation with the Procurement Entity shall be disqualified from participating in a tender. A contractor may be considered to have conflicting interest under any of the circumstances set forth below:

- A Contractor has controlling shareholders in common with another contractor;
- A Contractor receives or has received any direct or indirect subsidy from another Contractor;

- A Contractor has the same representative as that of another Contractor for purpose of this quotation;
- A Contractor has a relationship, directly or through their parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decision of the Mission/procuring Entity regarding this Quotation process;
- A Contractor who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the quotation.

4. Eligible Contractor

Only Contractors that are determined eligible shall be considered for award. The Contractor shall fill up and submit the standard IOM **Vendor Information Sheet (VIS) (Annex C)** to establish the Contractor's eligibility together with the Quotation. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- annual volume of construction work of at least
- experience as prime contractor in the construction of at least *Two* works of a nature and complexity equivalent to the Works over the last *three* years, to comply with this requirement, cost of works cited should be at least equivalent to of the estimated project cost and should be at least 70 percent complete;
- proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information;
- a Contract Manager with *Five* years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, is no less than .

5. Cost of Quotation Preparation

The Contractor 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 cost incurred.

6. Errors, omissions, inaccuracies, variations and clarification in the Quotation Documents

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.

Contractors shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Contractors requiring any clarifications on the content of this document may notify the IOM through email iomlibyaproposal@iom.int on or before 04 June 2022

IOM will respond to any request for clarification received on or before *3 days prior submission*. Copies of the response including description of the clarification will be given to all Contractors through [IOM Libya Website](#), without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Contractor in connection with this General Instruction is to be treated as strictly confidential. The Contractor 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 Contractor 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 submitted, at any time prior to award of contract, with out thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the ground for the IOM's action.

9. Requirements

9.1 Quotation Documents

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

- 1.) Quotation Form (Annex A)
- 2.) Bill of Quantities Form (Annex B)
- 3.) Vendor Information Sheet Form (Annex C)
- 4.) Construction Schedule Form (Annex D)
- 5.) Key Supervisory Staff Schedule Form (Annex E)
- 6.) Equipment Schedule Form (Annex F)
- 7.) Plans and Specifications (Annex G)
- 8.) Pro forma Purchase order (Annex H)

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

Failing to provide documents may cause Contractor's proposal to be declared as ineligible.

9.2 Quotation Form

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

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

Prices quoted by the Contractor shall be fixed during the Contractor's performance of the contract and shall not be subjected 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 non-responsive and will be rejected.

9.3 Validity of Quotation Price

Quotation shall remain valid for *45 calendar days* after the deadline for quotation submission

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

9.4 Documents Establishing Contractor's Eligibility and Qualification

The Contractor shall furnish, as part of its quotation, documents establishing the Contractor's eligibility to submit quotation and its qualifications to perform the contract if its quotation is accepted. The IOM's standard Vendors Information Sheet shall be used for this purpose (Annex C). The documentary evidence of the Contractor's qualifications to perform the contract if its quotation is accepted shall be established to IOM's satisfaction:

- (a) that the Contractor has the financial and technical capacity and track record necessary to perform the contract;
- (b) that the Contractor meets other qualification criteria.

10. Submission of Quotations

Quotation must be submitted electronically supported with the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to *IOM Libya Proposal at iomlibyaproposal@iom.int*

Quotation shall be submitted by email to the above address on or before 12/05/2022. Late Quotations will not be accepted.

11. Opening of Quotations

The opening of Quotations shall be carried out by IOM Procurement Team. IOM Libya Procurement Team will share only the technical proposal of the contactors who attended the site visit for technical evaluation.

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;
- (c) The Contractor is currently under list of blacklisted Contractors;
- (d) The Contractor has either rejected or not completed any IOM projects in accordance with the IOM minimum requirements or in expected timeframe;
- (e) the Contractor offer imposes certain basic conditions unacceptable to IOM; and
- (f) Contractors do not attend the mandatory site visit.

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 Contractors.

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) Contractors technical and financial capacity to perform the Contract
- (c) Compliance with construction schedule and viable methodology offered.
- (d) Compliance with technical specifications.
- (e) Contractors' availability and capacity of equipments;
- (f) 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 Contractor 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 Contractor'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 and previous projects.

16. Award of Contract

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

17. Delivery Site and Period of Delivery

The works shall be done in Ghat city at Ghat Hospital

The Works must be completed within *agreed timeframe and works shall start* after five days upon receipt of the Notice of Award (NoA).

18. Liquidated Damages

If the Contractor fails to deliver the works within the completion period specified in Clause 17 above, a penalty payment of 0.1% of the cost of unfinished Works for every day of breach of completion schedule will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the Works, and upon IOM's receipt of invoice.

20. Retention Money

There will be retention of 5% of each payment, as security for the quality of workmanship, conformance with plans and specifications, and third-party liabilities. Notwithstanding the provisions of the Contract, the 5% retention shall be released after the Contractor has complied with the requirements of the Certificate of Final Acceptance and the warranty period.

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.

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Construction of *[insert description of works]*., the receipt of which is hereby duly acknowledge, I, representing *[name of company]*. offer to execute the requested works in conformity with the General Instruction for the total Lump Sum amount of *[total bid amount in words and figures and currencies]* in accordance with the Priced Bill of Quantities which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the Works in accordance with the Bill of Quantities, delivery schedule, plans and specifications.

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 _____ 2022.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Quotation for and on behalf of
_____ *[name of company]*

Annex B



International Organization for Migration (IOM)
The UN Migration Agency

BOQ- Wash-Redeveloping For TMP-(GACS Section)

Date: 20 May 2022

Location: Tripoli

Item	Description	الوحدة Unit	الكمية Qty	السعر Unit Price (USD)	المبلغ الاجمالي Total Price (USD)	الوصف
1	<p>Supply & installation of prefab unit of sandwich panels with dimensions (10.0*3.0)m to use as office & accommodation for female staff, the work includes:</p> <ul style="list-style-type: none"> • Connection to water & sewage systems, the work includes excavation, cutting concrete, install the necessary pipes, backfilling, pouring concrete and manholes. • Installation of two air-condition-12000 BTU. • Installation of all bathroom facilities as, latrine, washbasin, bidet, shower sets & boiler (50L- capacity). • Supply and installation of a cabinet including marble, water mixer & washbasin of 60 cm size for kitchen. • Supply and installation of two ventilation fan (20*20)cm. • Supply and Installation of (5) PVC doors (2.00&0.80)cm. • Supply and Installation of (2) PVC windows (1.00&0.80)cm. • Supply and Installation of PVC door (2.00&1.00)cm. • Supply and installation of steel frame for windows and main door for safety. <p>Implement a concrete staircase with one-meter width for entries of prefab unit, the work includes installation marble for stairs.</p> <p>See attached drawing (Prefab No-1).</p>	L.S	1			<p>توريد وتركيب مبنى جاهز (الواح ساندوتش) بأبعاد (10.0*3.0) م لزوم العنصر النسائي بالنقطة والعمل يشمل:-</p> <ul style="list-style-type: none"> - الربط بمصدر المياه والصرف الصحي والعمل يشمل الحفر وقص الخرسانة وتمديد الانابيب اللازمة وكذلك اعمال الردم وصب الخرسانة وغرف التفتيش. - توريد وتركيب مكيف بقوة 12000 PTU بعدد (2). - توريد وتركيب ارضية طبية من الفينيل مقاومة للبكتريا . - توريد وتركيب جميع ملحقات الحمام مثل : حوض غسيل أيدي شامل خلاط المياه والسيفون ،مرحاض ، شطافة (كروم) ،سخانة مياه سعة 50 لتر، طاقم الاستحمام (كروم). - توريد وتركيب دولاب مطبخ شامل الرخام ، خلاط مياه من (كروم) ، حوض غسيل من السناستيل حجم 60 سم. - توريد وتركيب مراوح شفط مقاس (20*20) سم بعدد (2) . - توريد وتركيب ابواب من PVC داخلية مقاس (2.0*0.80) م بعدد (5) . - توريد وتركيب نوافذ من PVC مقاس (1.00 *0.80) م بعدد (2) . - توريد وتركيب باب من PVC خارجية مقاس (2.0*1.0)م بعدد (1) . - توريد وتركيب حديد حماية للنوافذ والابواب والعمل يشمل طلاء مقاوم للصدأ . - تنفيذ سلم من الخرسانة بعرض متر واحد لكل باب (مداخل الوحدات الجاهزة) والعمل يشمل تركيب الرخام لزوم الدرج. - مرفق الرسومات الهندسية (Prefab No.1) .
2	<p>Removing the damaged existing W\C building (prefabricated unit) with dimensions (6.50 * 3.00) m, the work includes transportation to public landfills.</p>	L.S	1			<p>ازالة دورات المياه القائمة (وحدة جاهزة) بأبعاد (3.00*6.50)م ، والعمل يشمل النقل الى المكبات العمومية.</p>
3	<p>Supply & installation of prefab unit of sandwich panels with dimensions (6.35*3.00)m to use as W.C for Migrant the work includes:</p> <ul style="list-style-type: none"> • Connection to water & sewage systems, the work includes excavation, cutting concrete, install the necessary pipes, backfilling, pouring concrete and manholes. • Supply and installation of (6) latrines & (6) bidets. • Supply and installation of (4) shower sets & (4) washbasin including water mixers & all necessary accessories. • Supply and installation of (3) water heater (50L- capacity). • Supply and installation of (6) ventilation fan (20*20)cm. • Supply and Installation of (6) PVC doors (2.00&0.80)cm. • Supply and Installation of (2) PVC windows (1.00&0.80)cm. • Supply and Installation of (2) PVC doors (2.00&1.00)cm. • Supply and installation of steel frame for windows and main doors for safety. • Coating the steel structure of the unit by anti-corrosion paint (epoxy). • Using a fiber layer of 4mm thick to cover & protect the floor of the unit, the work includes smoothing the surface & all necessary activities for finishing. • Implement a concrete staircase with one-meter width for entries of prefab units, the work includes installation marble for stairs. <p>See attached drawing (Prefab No.2).</p>	L.S	1			<p>توريد وتركيب مبنى جاهز (تريبل) بأبعاد (3.00*6.35) م لزوم دورات المياه لرجال والنساء والعمل يشمل :-</p> <ul style="list-style-type: none"> - الربط بمصدر المياه والصرف الصحي والعمل يشمل الحفر وقص الخرسانة وتمديد الانابيب اللازمة واعمال الردم وصب الخرسانة وغرف التفتيش اذا لزم الامر. - توريد وتركيب مراحيض وشطافات (كروم) بعدد (6) . - توريد وتركيب (4) خلاط استحمام (كروم) و(4) أحواض غسيل أيدي شامل خلاط المياه (كروم) والسيفون وكل الأكسسوارات. - توريد وتركيب سخانة مياه سعة 50 لتر بعدد (3) . - توريد وتركيب مراوح شفط مقاس (20*20)سم بعدد (6). - توريد وتركيب ابواب من PVC داخلية مقاس (2.0*0.80) م بعدد (6) . - توريد وتركيب نوافذ من PVC مقاس (1.0 *0.80) م بعدد (2) . - توريد وتركيب باب من PVC خارجية مقاس (2.0*1.0) م بعدد (2) . - توريد وتركيب حديد حماية للنوافذ والابواب والعمل يشمل طلاء مقاوم للصدأ. - الهيكل الحديدي المبنى بالايوكسي المقاوم للصدأ. - استخدام طبقة من الفايبر بسمك 4 مم من اجل تغطية وحماية سطح وارضية المبنى والعمل يشمل تنعيم السطح والتشطيب الجيد وكل ما يلزم الامر. - تنفيذ سلم من الخرسانة بعرض متر واحد لزوم المداخل والعمل يشمل تركيب الرخام لزوم الدرج. - مرفق الرسومات الهندسية (Prefab No.2) .



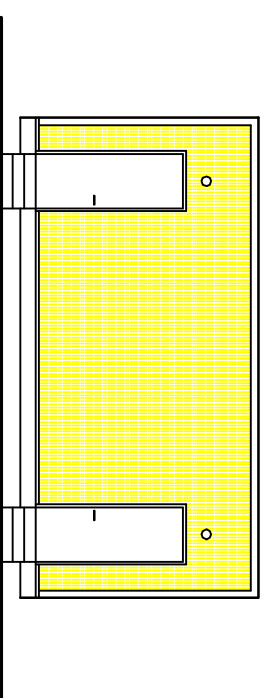
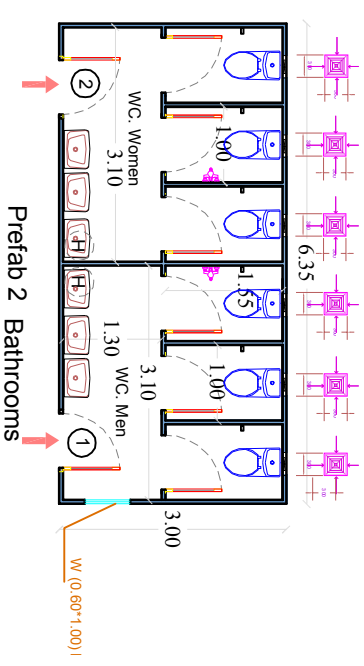
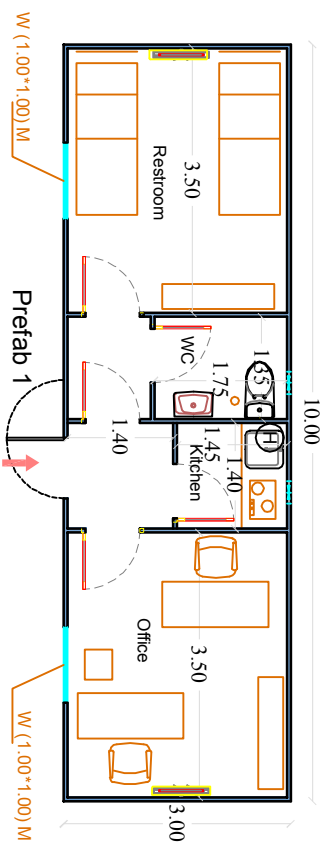
International Organization for Migration (IOM)
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BOQ- Wash-Redeveloping For TMP-(GACS Section)

Date: 20 May 2022

Location: Tripoli

Item	Description	الوحدة Unit	الكمية Qty	السعر Unit Price (USD)	المبلغ الاجمالي Total Price (USD)	الوصف
4	Supply & installation of water pump of 0.5HP for W/C, the work includes installation automatic control, connection to water system & electric network.	EA	1			توريد وتركيب مضخة مياه بقوة 0.5HP لزوم ضخ المياه لدورة المياه ويشمل العمل تركيب التحكم الالي والتوصيل بشبكة المياه والكهرباء.
5	Pouring an R-concrete with dimension of (20*40*300) cm to use as foundation for prefab.	EA	6			توريد وصب خرسانة مسلحة لزوم قواعد الوحدات الجاهزة بأبعاد (300*40*20) سم.
6	Connect the prefab units to the electric network by using cable of (2*16) mm, the work includes: - Excavation & back filling. - Extend cable through PVC pipe.	L.S	2			ربط الوحدات سابقة التجهيز بالشبكة الكهربائية باستخدام كابل (2 * 16) ملم ويشمل العمل: - حفر وردم مع النمك. - تمديد الكابلات خلال الأنابيب البلاستيكية PVC مع شريط التنبيه.
7	Maintenance the Clinic, the work includes the following: - Supply and installation anti-bacterial covering for the clinic floor, the work includes removing the damaged cover, treating any damage in the base of the floor, and all the necessary needs to finish the work. - Replace the damaged water mixer.	L.S	1			صيانة العيادة ويشمل العمل ما يلي: - توريد وتركيب فرش من القليل الطبي مضادة للبكتيريا لزوم أرضية العيادة و العمل يشمل تركيب الوزرة لتثبيت الأرضية و إزالة الفرش القديم بالكامل ومعالجة اي اضرار بأساس الأرضية لغطاء التالف وكافة الاحتياجات اللازمة لإنهاء العمل. - توريد وتركيب خلاط (كروم) جديد شامل الفيسبيلات والعمل يشمل إزالة الخلاط القديم وكل ما يلزم لإنهاء العمل.
TOTAL ESTIMATED COST						
Site visit is mandatory to accept offer (quotation)						



Annex C



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

House No _____

Street Name _____

ZIP/Postal Code* _____

City* _____

Region* _____

Country* _____

Contact Information

Company Tel/Mobile: _____

Company Email: _____

Company Website: _____

Contact Person: _____

Contact Person Position: _____

Industry Category*: ☐ 0100 - Commercial Vendors ☐ 0500 - International Organizations - Non-UN
☐ 0200 - National CSOs ☐ 0600 - UN entities
☐ 0300 - National Government Entities ☐ 0005 - Individual Consultant/Non-Staff
☐ 0400 - International CSOs

Business Type*: ☐ Direct Producer/Manufacturing
☐ Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* ☐ Yes ☐ No

Disability-inclusive* ☐ Yes ☐ Not applicable

Women-owned/controlled* ☐ At least 51% women-owned/controlled
☐ Less than 51% women-owned/controlled
☐ Not applicable

Notes
 All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
 Vendor Name - should match IDs or registration documents.
 If there is insufficient space, please use the Other information section

Product Categories (check all applicable)*

<input type="checkbox"/> Agriculture, Livestock and Fisheries	<input type="checkbox"/> Fuels and Derivatives	<input type="checkbox"/> Legal and Investigation	<input type="checkbox"/> Power Supply and Electric
<input type="checkbox"/> Chemicals	<input type="checkbox"/> Furniture	<input type="checkbox"/> Logistics and Warehousing	<input type="checkbox"/> Quality Control and Environment
<input type="checkbox"/> Clothing and Luggage	<input type="checkbox"/> Hospitality, Events	<input type="checkbox"/> Media and Printing	<input type="checkbox"/> Security
<input type="checkbox"/> Construction	<input type="checkbox"/> Insurances	<input type="checkbox"/> Medical, Drugs and Pharma	<input type="checkbox"/> Social and Humanitarian Services
<input type="checkbox"/> Consultancy and Contracted Services	<input type="checkbox"/> IT and Communications	<input type="checkbox"/> NFIs - Household and Camps	<input type="checkbox"/> Tickets
<input type="checkbox"/> Finance and Administration	<input type="checkbox"/> Land and Buildings	<input type="checkbox"/> Office Equipment and Supply	<input type="checkbox"/> Tools and Machinery
<input type="checkbox"/> Food and Beverage	<input type="checkbox"/> Learning, Training and Recreation	<input type="checkbox"/> Personal Care	<input type="checkbox"/> Vehicles and Accessories

UNGM No. _____ <https://www.ungm.org/UNUser/Home>

UN Partner Portal Reference _____ <https://www.unpartnerportal.org>

Registration Date _____ *Main Country of Operations (dd-mm-yyyy)*

Licensing Auth./Type _____ **License No.:** _____ **Reg. Date:** _____ **Expiry Date:** _____
 For additional licenses, please use the Other Information Section dd-mm-yyyy dd-mm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. Format: Account Number-Name)

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* ☐ Bank Transfer ☐ Check** ☐ Cash** ☐ Others** _____

Justification for Non-Bank Payment Method** _____

Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank 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.) _____

Bank Branch Code _____

Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

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

Printed Name

Position/Title

Signature

Date

CONSTRUCTION SCHEDULE

		Duration in Weeks or Months							
Act.No.	Activity Name	1	2	3	4	5	6	7	8
1									
2									
3									
4									
5									
6									
7									
6									
7									
8									
9									
10									
11									
Manpower Allocation & Descriptions									
Equipment Allocation & Descriptions									

The Contractor may use extra pages to furnish additional information or may use other acceptable format to illustrate the construction schedule.

Contractors authorized signature over printed name

KEY SUPERVISORY STAFF SCHEDULE
(to be assigned for the proposed project)

Name	Position	Yrs. w/ the Firm	Qualificatio n	Largest Cost of Project Handled	Years of Experienced On said Position
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Attached CV if not yet attached at the eligibility documents submitted.

We hereby certify that the above key supervisory staff is available for use in the execution of the contract.

Contractors authorized signature over printed name

EQUIPMENT SCHEDULE
(to be used for the proposed project)

Type/description	Capacity	Age	Condition/Location
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

Indicate if it is owned or to be leased.

We hereby certify that the above plant and equipment are available for use in the execution of the contract.

 Contractors authorized signature over printed name

PLANS AND SPECIFICATIONS

[Insert here copy of Plans and Specifications or can be issued on separate volume]

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

PO Date
Revision Date

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

Vendor's Details	Ship/Deliver Purchased Goods/Services To:
Delivery Schedule	Send Invoice To:
Terms of Payment	

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

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 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:

DECLARATION OF CONFORMITY

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:

- a) bankruptcy, insolvency or winding-up procedures;
- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including misrepresentation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) 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;
- j) irregularity;
- k) creating or being a shell company.

On behalf of the Supplier, I further represent and warrant that:

- a) The Supplier is financially sound and duly licensed;
- b) 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;
- c) The Supplier complies with all applicable laws, ordinances, rules and regulations;
- d) The Supplier will in all circumstances act in the best interests of IOM;
- e) 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;
- f) The Supplier has not misrepresented or concealed any material facts during the contracting process;
- g) The Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization;
- h) Neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List"), or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension;
- i) 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;
- j) 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;
- k) The Supplier undertakes to comply with the Code of Conduct, available at www.iom.int/procurement.

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.

DECLARATION OF CONFORMITY

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.

Dated this _____ day of _____ 20_____.

[signature over printed name] *[in the capacity of]*

Duly authorized to sign for and on behalf of

_____ *[name of company]*