Libya Mission

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

To : All Suppliers in Libya

Project : IBM

Ref. No.: LY22-195

Date : 26 May 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.

The IOM invites interested eligible Suppliers to submit Quotations for Rehabilitation work & Redeveloping of Administration Building at Qarabulli DP

Item No.	Item Description	Quantity	Unit
1	Rehabilitation work & Redeveloping of Administration Building at Qarabulli DP -please see Annex A BoQ	1	ea.

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

Deadline of RFQ: 10 June 2022

Bid offer currency: USD

Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int

Site Visit: on 05/06/2022 at 10:00. 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:

- 1- Engr. Taher Said at tsaeid@iom.int mobile# 0926169144)
- 2- Engr. Ali Saad at aabdelmola@iom.int mobile# 0913747118)

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

Very truly yours,

Procurement Unit

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotation for Rehabilitation work & Redeveloping of Administration Building at Qarabulli DP

2. Corrupt, Fraudulent, and Coercive Practices

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

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

3. Conflict of Interest

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

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

• A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

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

5. Cost of Preparing the Quotation

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

6. Errors, omissions, inaccuracies and clarifications

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

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

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

IOM will respond to any request for clarification received on or before *3 days prior to submission*. Copies of the response including description of the clarification will be shared with all Suppliers through the same publication ways of this GIS, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

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

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

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

9. Requirements

9.1 Quotation Documents

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

- a.) BoQ (Annex A)
- b.) Quotation Form (Annex B)
- c.) Price Schedule Form (Annex C)

- d.) Technical Specifications Form (Annex D)
- e.) Vendor Information Sheet (Annex E)
- f.) PO Standard Terms and Conditions (Annex F)
- g.) Declaration of Conformity for Suppliers (Annex G)
- h.) Delivery schedule.

<u>Suppliers are required to use the forms provided as Annexes in this document.</u>

9.2 Quotation Form

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

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

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

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *60 calendar days*, after the deadline for submission.

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

9.4 Documents Establishing Supplier's Eligibility and Qualification

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

10. Submission of Quotation Documents

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

Quotation shall be submitted by e-mail to the iomlibyaproposal@iom.int e-mail address on or before 10 June 2022. Late Quotations will not be accepted.

11. Opening of Quotations

RFQ Ref# LY22-195

The opening of Quotations shall be carried out by IOM Libya Procurement Unit, Procurement and Logistics Officer.

Quotations will be reviewed initially by Procurement and Logistics Officer and technical offers will be shared with Engineering Unit 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 Supplier is currently under list of blacklisted suppliers;
- (d) the Supplier offer imposes certain basic conditions unacceptable to IOM
- (e) Not attending 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 Suppliers.

14. Evaluation of Quotations

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

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) 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 equipment.
- (f) Price
- (g) Attending the mandatory site visit.

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

15. Post Qualification

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

16. Award of Contract

RFQ Ref# LY22-195

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

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

17. Delivery Site and Period of Delivery

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

Qarabulli DP.

Delivery period shall be ASAP upon signing of the Contract.

18. Liquidated Damages

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

19. Payment

IOM will pay the contractor 95% of total amount of PO after works and inspection and provisional acceptance of the completed works. Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered. The supplier can provide invoice of the goods and services delivered to each site for partial payment. IOM shall make the payment within 30 calendar days after confirmation of receipt of goods and services specified in the Invoice. IOM has the right to hold the Invoices until confirm the fully receipt of goods and services.

20. Retention

The balance of 5% of the total contract will be held for 3 (three) months after provisional acceptance of the completed Works due to construction related works included as part of supply of isolation prefab.

21. Warranty

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

22. 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 Supply and Delivery of <i>isolation prefab</i> the receipt of which is hereby duly acknowledge, I, representing <i>[name of company]</i> offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of <i>[total bid amount in words and figures and currencies]</i> in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.
I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.
I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.
I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.
Dated thisday of September 2021.
[signature over printed name] [in the capacity of]
Duly authorized to sign Quotation for and on behalf of [name of company]

Annex C

PRICE SCHEDULE FORM

PROJECT TITLE	: Rehabilitation work & Redeveloping of Administration Building at Qarabulli DP.
REF NO.	: LY22-195

Number	Description	Unit	Quantity	Unit Price (USD)	Total Price (USD)		
1	Rehabilitation work & Redeveloping of Administration Building at Qarabulli DP	Lump	1				
Unit Price of the Isolation Prefab should be sum of the prices mentioned in the Annex A (BoQ)							

Supplier's authorized signature over printed name
Name and Surname
Company Name
Date and Signature

Annex D

TECHNICAL SPECIFICATIONS

Ref No.	: LY22-195						
Item No.	:1						
Item Description: Rehabilitation work & Redeveloping of Administration Building at Qarabulli							
DP							
Manufacturer	·						
Origin	:						
Model	:						
IOM'S SPECIFICATIONS BIDDER'S SPECIFICATIONS							
As per the Annex	ν Λ (RoO)						
As per trie Arme	λ A (ΒΟQ)						

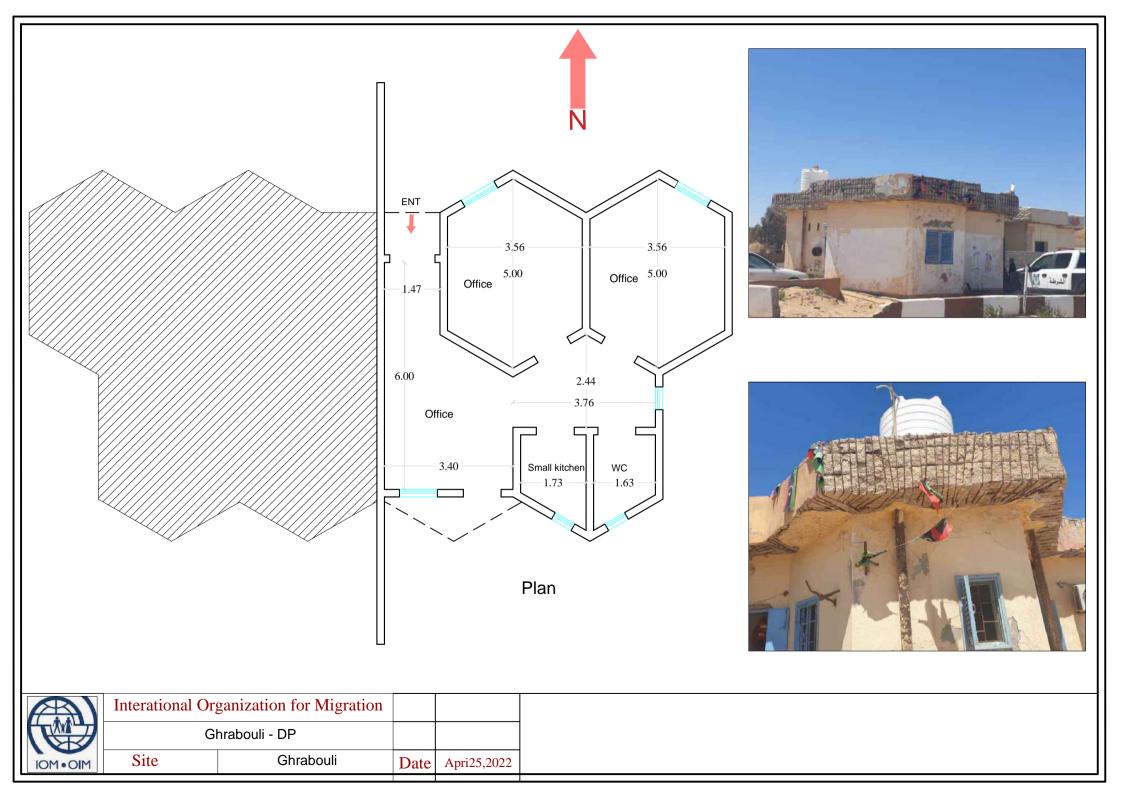
Supplier's authorized signature over printed name



BOQ- Administration Rehab & Redeveloping For Ghrabouli DP - GACS

Date: 9 May 2022 Location: Ghrabouli

Item	Description	الوحدة Unit	الكمية Qty	السعر Unit Price (USD)	المبلغ الاجمالي Total Price (USD)	الوصـــف
1	Supply and installation of a Metal Shade with a sandwich roof for migrant yard. The work includes istallation lights units (fluorescent) according to the instructions of the supervising engineer and the following technical specifications: • The columns should be (I-beam) with a width of 20 cm, the distance between the columns is less than 5 meters. • The main beams should be (I-beams) with a width of 20 cm, all columns should connected by these beams in both directions (X, Y). • The sub-beams (C-beams). The distance between sub-beams less than 1.40m in the longitudinal direction. • The roof of the sandwich is 5 cm thick. • All steel members as beams & bolts should be galvanized. • The height of the shade about 4.50 m as a maximum. • The shade should be fixed to the nearest block or to the ground by metal cables or others in order to resist the wind.	M ²	144			توريد وتركيب خطقة معندية بسقف من السندوتش لزوم تطوير ساحة السهاجرين للوقاية من العوامل الجوية المختلفة والعمل يشمل الاعمال الكيوبية الداهمة بالادارة (فلوروسنت) و فقا تعليمات المهندس المشرف و المواصفات الفنية الاثية: • يستخدم اعدة نوع بالربلي (H-beam) بعرض 20 سم ، وتكون في تكون الموارض (الكتراب) الرئيسية من بالربلي (H-beam) بعرض 20 سم ، ويتم ربط جميع الاعدة بواسطة هذه العوارض في الاتجاهين • اما العوارض القرعية فلا تتجاوز المعناقة بين 1.40 متر في الاتجاهين و يكون السقف من Sandwich بسمك 3 مسم. • يكون السقف من sandwich بسمك 5 مسم. • يكون السقة حوالي 4.50 م كحد أقصى. • المطاقة جوالي 4.50 م كحد أقصى. • يتم يتشيت المطاقة جوالي 4.50 م كحد أقصى.
2	Pouring R.C to use as floor with 15 cm thickness the work includes: -Installation of a 25*15 cm precast concrete (shoulder) around the concrete floor, it should be installed on lean concrete (10 cm thick)Install a steel reinforcement (mish) with a diameter of 6 mm (20*20)cmFinishing concrete by using a helicopter Implement expansion joints (5 cm deep) by using a cutter machine Fill the expansion joints with Sika Flex.	M ²	155			صب الخرساتة المسلحة لاستخدامها كارضية بسمك 15 سم وتشمل: - تركيب خرساتة سابقة الصب 29 * 15 سم (برادورة) حول كامل - تركيب خرساتة الخرساتية وتركيبها على خرساتة عادية (10 سم). - يتم تركيب شبكة من حديد التسليح بقطر 6 مم. (20 * 20) سم. - تشطيب الخرسانة باستخدام الهوليكوبتر. - تنفطيب الخرسانة باستخدام الهوليكوبتر. ومل، هذه الفر اغات بالسيكا.
3	Supply and installation of external light unit (out door LED light) of 400W. The work includes connection to the source of electricity and installation of switch.	EA	5			توريد وتركيب وحدات النارة خارجية كالشفات نوع (LED) بقوة 400 والت والعمل بشمل حامل التركيب ربطها بمصدر للكهرباء ومقتاح التشغيل وكل ما يلزم لنهو العمل طبقا للمواصفات الفنية وتعليمات المهندس المشرف . توريد كراسي انتظار ثلاثية (الرمنيوم او كروم) ذات جودة معتازة
4	Supply triple waiting chairs (aluminum or chrome plated) of the excellent type.	EA	3			توريد كراسي انتظار ثلاثية (الومنيوم او كروم) ذات جودة ممتازة وتعتمد قبل التوريد من المهندس المشرف .
***	Maintenance the administrative building of the Coastal Security:					صيانة المبنى الاداري الخاص بحرس السواحل:
5	Treatment the concrete & rebar of the beams, work includes: 1- Remove the damaged concrete cover to check for rusting of the steel reinforcement. 2- Sandblast the rebar to remove the rust, then apply a layer of epoxy to protect the rebar. 3- Painting the old concrete with a binder to connect the old concrete with the new concrete cover with a thickness of (not less than 2.50 cm) by using the cement mortar (Sika) & fine gravel (less than 10 mm). 4- Apply layer of cement plastering for the areas that have been treated. The work should be finished according to the specifications and standards.	L.S	1			إعمال المعالجة الناكل الخرسانية و الترميم الإنشائي بالمقطوعية/ معالجة الناكل الخرساني بدروة المبنى والعمل بشمان. 1. إزالة الغطاء الخرساني للكشف على صبداً حديد التسليح. 2. سنفرت وحك حديد التسليح جيداً ، ثم يتم طلائه بمادة ايموكسي. 3. دهان الخرسانة القديمة مع المطاء الخرساني الجديد بسمك لا يقل عن 2.00 مم مكون من مونة إسمنتية (سيكا) مضاف إليها زلط رفيع لا يزيد مقاسه عن 10م والتلبيش على طبقات ونهو الأعمال حسب الشروط والمواصفات وأصول الصنعة. 4. عمل لياسة اسمنتية خارجية للإماكن التي تم معالجتها. 4. عمل لياسة اسمنتية خارجية للإماكن التي تم معالجتها. 4. يجب الانتهاء من العمل حسب المواصفات والمعايير الفنية المعمول بها.
6	Supply and pouring concrete for the sidewalk around the building with a thickness of 15 cm, the work includes installation of the shoulders.	M ²	75			بالمتر المربع / توريد وصب خرسانة عادية لزوم الرصيف حول المبنى بسمك 15 سم شامل البردورات .
7	Supply and installation of waterproof membrane of the bitumen rolls for the roof the work should be as below: - The thickness of the membrane (4 mm) Overlapping between rolls should be 10 cm The membrane skirting should be 20 cm on all perimeter of roof walls.	M ²	95			بالمتر المربع/ توريد و فرش طبقة عازلة للرطوبة لزوم الاسطح من لفافات البيتومين مادة الانسوسيل بسمك (4مم) ذات جودة عالية و طبقا لاصول المبناعة بحيث لا يقل ركوب اللحامات عن 10 سم مع عمل وزرة على كامل معيط حوائط السقف لا يقل ارتفاعها عن 20 سم فوق الارضية و مع استدارة الراكان.
8	Supply and implementation of graphite paint for the external walls of the building, the work includes treating cracks, cleaning and all necessaries needed to finish the work.	M ²	128			توريد وتنفيذ دهان الجرافيت لزوم الجدران الخارجية للمبنى والعمل يشمل معالجة التشققات والصنفرة وكل ما يلزم لانهاء العمل.
9	Plastic paint (JUTON) for interior walls (Two layers). The work includes treatment of cracking and wall deformities.	M ²	194			توريد وعمل دهانات ببوية الزيت داخلية من أجود الخامات العالمية (طبقتين) والعمل يشمل الصنفرة والمعجنة (تلقيط) بعد كل وجه والاخر ان وجدت ونهوا العمل حسب حسب الشروط والمواصفات المعمول بها.
10	Supply and installation of sanitary equipment for the bathroom as the following: Supply and installation of a washbasin, including the mixer and all accessories Replacing of damaged bidet Replacing of damaged shower set.	EA	1			بالعدد/ توريد وتركيب أجهيزة صحية لزوم الحمام وفقا للتالى :- 1- توريد وتركيب حوض غسيل ايدي شلط الفلاط وجميع الملحقات 2- توريد وتركيب شطافة . 3- توريد وتركيب خلاط دوش والعمل يشمل از الة الخلاط القديم .
11	Supply and installation of pipes (3-inch diameter) to drain rainwater from the roof, the work includes all accessories.	М	12			بالمنز الطولى / توريد وتركيب مواسير بقطر 3 بوصة لزوم تصريف مياه الأمطار من السطح والعمل يشمل جميع الملحقات .
12	Supply and installation of external light unit (out door LED light) of 400W. The work includes connection to the source of electricity and installation of switch.	EA	2			توريد وتركيب وحداث الذرة خارجية كالشفات نوع (LED) بقوة 400 وات والعمل يشمل حامل التركيب ربطها بمصدر الكهرباء ومقتاح التشغيل وكل ما يلزم لنهو العمل طبقاً للمواصفات القنية وتعليمات المهندس المشرف.
13	Replacing the existing damaged cable with a new cable with a cross- sectional area of (2*16)mm.	М	50			بالمتر الطولى/ تغيير الكابل المثهالك بكابل اخر جديد بمساحة مقطع (16*2)مم بحيث بكون مناسب للأحصال الكهر بانية المتوقعة بالنقطة.





Registered Vendor Name*: _____
Other Names/Acronyms

Address*
House No
Street Name
ZIP/Postal Code*
City*
Region*

VENDOR INFORMATION SHEET Vendor No. Internal to IOM Contact Parage:

Licensing Auth./Type For additional licenses, please use the Other	License No.:	Reg. Date:	m-yyyy Expiry Date:
UNGM No. UN Partner Portal Reference Registration Date	Lisano No.	https://www.ungm.org/U https://www.unpartnerpo Main Country of Operate	ortal.org ions (dd-mmm-yyyy)
Product Categories (check all applicable)* Agriculture, Livestock and Fisheries Chemicals Clothing and Luggage Construction Consultancy and Contracted Services Finance and Administration Food and Beverage	Fuels and Derivatives Furniture Hospitality, Events Insurances If and Communications Land and Buildings Learning, Training and Recreati	Legal and Investigatic Logistics and Wareho Media and Printing Medical, Drugs and F NFIs — Household an Office Equipment and Personal Care	ousing Quality Control and Environ Security Pharma Social and Humanitarian Se It d Camps Tickets
Reseller/Distrib Provide Services/Goods Internationally* Disability-inclusive* Women-owned/controlled*	Less than 51% w Not applicable	No Not applicable nen-owned/controlled omen-owned/controlled	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
Industry Category*: 0100 - Comme 0200 - National 0300 - National 0400 - Internati	CSOs Government Entities	0500 - International 0600 - UN entities 0005 - Individual Co	I Organizations - Non-UN onsultant/Non-Staff Notes
Contact Information Company Tel/Mobile: Company Email: Company Website:		ontact Person: ontact Person Position:	
Country*			

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:



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 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 Ban	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.)	
Bank Branch Code	
Bank Branch Gode	
Notes	
If there are multiple bank accounts, please add an extra s	sheet, and mark the default bank account.
varded please submit ID/Pegistration signed IOM Su	pplier Code of Conduct and Proof of Banking Details to IOM
hereby certify that the information above are true and cor	rrect. I am also authorizing IOM to validate all claims with concerned authorities.
nereby certify that the information above are true and cor	rect. Fam also authorizing form to validate all cialins with concerned authorities.
	Signature
Printed Name	



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

	PURCH	ASE ORDE	ER			
Vendor	's Details	Ship/Deliver Purcha	sed Good	ds/Service	s To:	1
Deliver	/ Schedule	Send Invoice To:				
Terms	of Payment	1				
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		<u> </u>	1		ı	
No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total
Sub-T	ı otal	1	<u>I</u>		<u> </u>	
Taxes						
Shippir Insurar						
Discou	nt (if any)					
TOTA	<u>L</u>					-
Vende	or's Acceptance				Prepare	ad by:
This is to certify that I fully read the terms and condtions of this Purchase Order						w by.
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 requirements and fully comply with its terms and conditions.				8	Date	
	I also further certify that I am authorized by my company to accept this Purchase Order Approve					ed by:
in its i	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:

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;
- 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.

	,	contract between IOM e by the Supplier in this	• • •	immediate effect and	without liability, in
Dated this	day of	20			
[signature over pri	inted name] [in th	ne capacity of]			
Duly authorized to	sign for and on behalf	of			
		[name of company	y]		