Libya Mission

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

To : All Suppliers in Libya

Project : IBM

Ref. No.: LY22-196

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 WASH Rehabilitation work at Qarabulli DP

Item No.	Item Description	Quantity	Unit
1	WASH Rehabilitation work at Qarabulli DP -please see	1	0.3
	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

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# LY22-196

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 : WASH Rehabilitation work at Qarabulli DP.

REF NO. : LY22-196

Number	Description	Unit	Quantity	Unit Price (USD)	Total Price (USD)		
1	WASH Rehabilitation work 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	

TECHNICAL SPECIFICATIONS

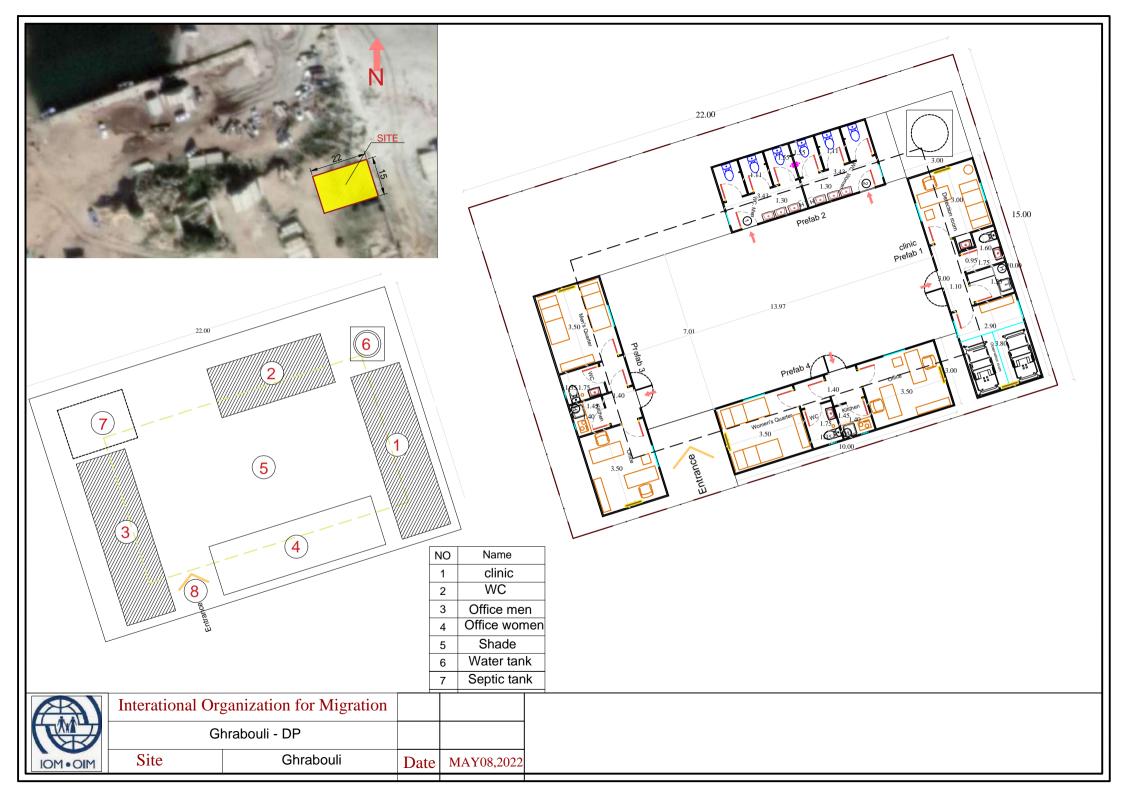
T							
Ref No. : LY22-196							
Item No. : 1							
Item Description: WASH Rehabilitation work at Qarabulli DP.							
Manufacturer :							
Origin :							
Model :							
IOM'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS						
As per the Annex A (BoQ)							

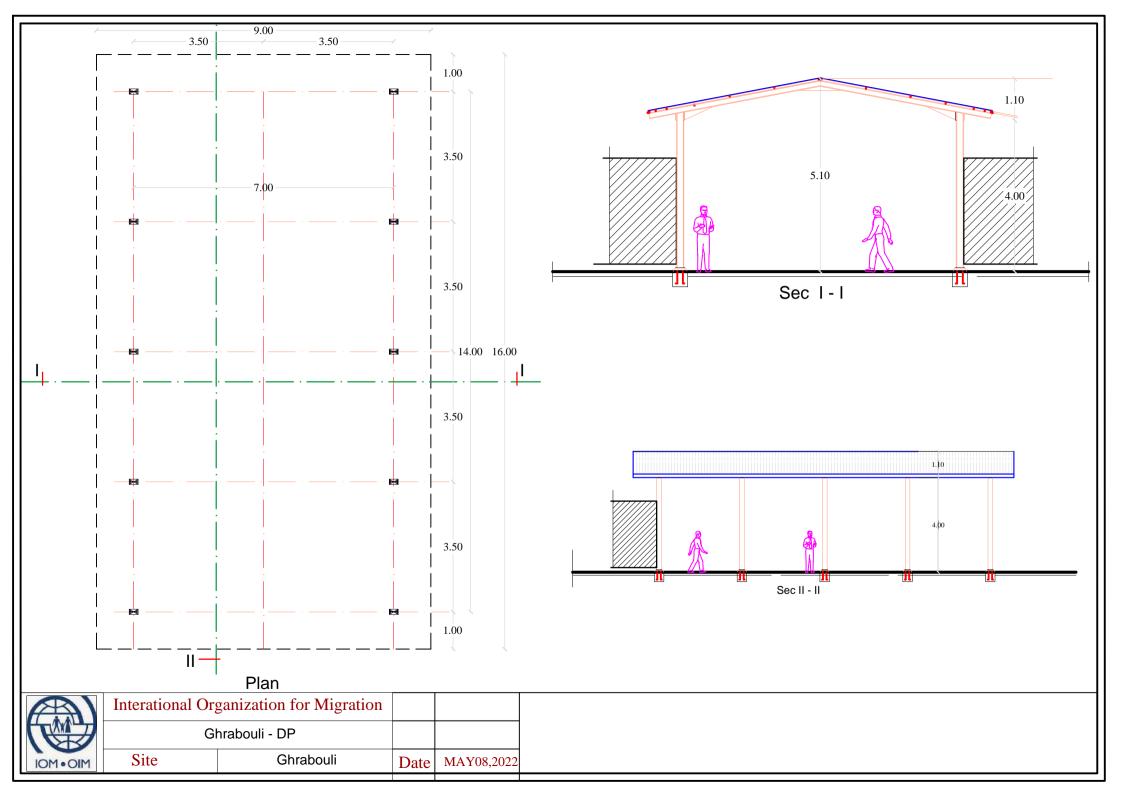
Supplier's authorized signature over printed name

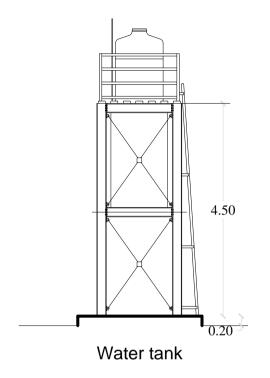
Date: 9 May 2022 Location: Ghrabouli

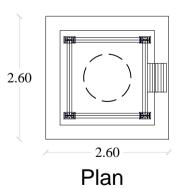
	Location: Ghrabouli			l					
Item	Description	الوحدة Unit	الكمية Qty	السعر Unit Price (USD)	الاجمالي Tol Pri (US	al ce	الومسيف		
1	Leveling site, the work includes: Removing weed, plants and leveling the site, including excavation, backfilling works within ± 50 cm, adjusting the levels, compaction and spraying water according to the standard & instructions of the supervising engineer. Perparing the axis from wharf to DP, the work includes leveling and compacting the earth and implementing a concrete staircase.	L.S	1		s	-	ما صوبة الدور وقدل بقضا الثقر: - وقد المنظلين (فيكان تروية لمقال الحال الخر و الردم في حدر: ±50 سرء حيداً الدائب المطاربة و الله عيدا بشكك اسكانيكي و الرغي بالدياء حسب أصبل المسامة وتطبات الدينين المشرف. - تبيئة المسار من الرحيف الى الدولغ التبهيل وصول المهاميون الى القطأة وقعل بشمال عمل الدوية الدوية وتقية ترح من الخرسانة. - تبيئة المسار من الرحيف الى الدولغ التبهيل وصول المهاميون الى القطأة وقعل بشمال عمل الدوية الدوية وتقية ترح من الخرسانة.		
2	Supply & Installation of profabricated unit sandwich panels with dimensions (10.0°3.0) into use as Clinic the work includes: Connection to water & sewage system, the work includes excavation, install water & sewage pipes, backfilling, buring concrete and masholes. Two air-condition-12000 BTU & one boiler of (500-capacity). Installation of air-takertial overing for floor: Installation of air-takertial overing or floor. Supply and installation of a laboratory conhestent including amarhée & wash basin of 60 cm size. Supply as installation of (4) PVC dones (2006.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in. Supply and installation of (1) PVC windows (1.000.08.0) in.	L.S	1		\$	-	آور بر ترکیب سلم جافز (الواح السادوش) بامد (10.00°3.00) بارتر وامیاد را تصل بشدات. «الرصوفت التعربانية و رابط بحصار بدانيه والصرب العسمي راحله بإنجال الحدود ولمنية (اكابيب الدارعة وكلك اعمال الردم وحب الخرسانة و غرف - التعربانية و رابط بيان المواجه المواجع المواجعة المو		
3	Supply & Installation of prefab unit of sandwich panels with dimensions (7.00°3.00)m to use as W.C for Migrant the work include: Connection to water & sewage systems, the work includes excavation, install water & sewage pipes, backfilling, posting oncorrect and manhood blocks. Supply and installation of (6) latrines & (6) bides. Supply and installation of (4) abover set & (4) washibastin including water mixers & all necessary accessories. Supply and installation of (3) policier (501c. expactiv). Supply and installation of (6) ventilation for (20°20)cm. Supply and installation of (6) PVC doors (2006C.00)cm. Supply and installation of (2) PVC without (1006C.00)cm. Supply and installation without (2) PVC doors (1006C.00)cm. Supply and i	L.S	1		\$		ه او در ترکیب منابر و خاص الدول با بامد (2007.00) براور مورت الدیام الدول الصاد (الدیام وزیر) و الدیام الدیان ا - اور در ترکیب در الدیام خاص (داخل الدیان الدیام الدیان الدیام ا		
4	Supply & installation of perfat out of sandwich panels with dimensions (10.0°3.0)m to use as accommodation for mem (CS staff), the work includes: *Connection to water & sewage systems, the work includes excavation, install the necessary pipes, backfilling, pouning concrete and manholes. *Installation of all wathroom facilities as, lutrine, washbasin, bidet, shower sets & boiler (501-capacity). *Supply and installation of a catheri including marble, water mixer & washbasin of 50 cm size for kitchen. *Supply and installation of the soft (10.004.00)cm. *Supply and installation of 20 pick disort (10.004.00)cm. *Supply and installation of 20 pick disort (10.004.00)cm. *Supply and installation of steef frame (giff) for windows and main door. *Implement a concrete staircase with one-meter width for entries of prefab unit, the work includes installation marble for stairs. See attached drawing (Prefab No-3).	EA	1		\$	-	توره وزكرت من هر هز (الوخ مندونش) بالدون (19-200) او ارتباس مندونش) البنطنة والسل بقطات: توره وزكرت من هر هز (الوخ مندونش) بولاسا بندان (العرب الدونية (الالتيان المنافرة الوف التنتيل. توره وزكرت المنافرة بالموافقة المنافرة ال		
5	Supply & Installation of perfib unit of sandwich panels with dimensions (10.0°3.0)m to use as accommodation for unwent (CS staff), the work includes: *Connection to water & zewage systems, the work includes excavation, install the necessary pipes, backfilling, poung correcte and mathodes. *Connection to water & zewage systems, the work includes excavation, install the necessary pipes, backfilling, poung correcte and mathodes. *Installation of vala in concentration and the contraction of all bathroom facilities as, latrine, washbasin, bidet, shower sets & boiler (501- capacity). *Supply and mistallation of a cabelin childring manble, water mixer & washbasin of 60 cm size for kitchen. *Supply and installation of (5) Per (2000-10,000,000). *Supply and installation of (5) Per (2000-10,000,000). *Supply and installation of Per Code (2000-10,000). *Supply and instal	EA	1		\$	-	توره وركب من خام الله المناوعة المناوع		
6	Pouring an R-concrete with dimension of (20*40*300) cm to use as foundation for prefab.	EA	14		\$	-	كورية وصنب خرسانة مسلحة لزوم قواعد الوحدات الجاهزة بأبعاد (40°04'000) سم		
7	Connect the Disembarkation Point with water source by using (PPR) pipes with diameter 3\4in. The work includes,excavation, backfilling & all necessary accessories.	L.S	1		\$	-	توريد ومد مواسير من PPR غشر 133 بوممة أثروم ربط الوحدات الجاهزة بمصدر العياه والعمل بشمل الحضر والردم وانركيب جميع الاكمسوارات الاترمة وكل ما يارم إلانهاء العمل.		
8	Drilling a well to be used as a water source for the point, the work includes: - Supplying and installing a submersible pump saitable for the depth of the well, installing the start switch and connecting it to the electricity source. - Installation the necessary water pipes in order to connect the well with the water system of the site & all necessaries to finish the work. Excuration and pounting concrete with thickness of 10 cm for undergound water tank with a capacity of 10,000	м	30		\$	-	خور نو حولي الاختفاده كمستر ديدا القائدة والحال إيمان: - قر كيون الحيثة فالتحق الدسابة المسابقة المؤلفة والمواجعة التحقيق وتوصيلها بمصدر الكهرية. - قر كيون الاييد الخارجة من الحار رحلة الدر مع منظومة البرية للبرقي. - استكار العمل وتقاية موسع ما يارم الإعهاء الحار. - هل وصعد فرسالة تزور خزان أو تحريب ممة 10,000 لكن (نظار فرومات بسنك 10س) والمعل يشمل مب الإحتياء أولفقف وتركيب عطاء أورم		
9	liters, the work includes pouring the floor, slab and installing a steel cover for maintenance. Supply & installation of water pump of 1.0 HP to pumping water for the site, the work includes installation	L.S	1		\$	-	الصيانة. أورية وتركيب مضفة مياه بقوع 1.0HP الروم ضنخ العياه اللقطة ويشمل العمل الركب وحدة اللحكم في ضغط العياه واللوصايل بشبكة العياه والكهرباء.		
10	automatic control, connection to water system & electric network. Supply & installation of a submersible pump of 1.0 HP for Pumping water from the reservoir to the upper	EA	1		\$	-	توريد وتركيب مصنحة (غانسة) مها، يقوة 1.0HP الزوم ضنع من الخزان الارضى الى الغزان العلوي ويشعل العمل تركيب العوامة والتوصيل بشيكة		
	tank, the work includes installation connection to water system & electric network. Supply & installation of a galvanized steel platform (I-beam) with a height of (4.50 m) for water tank, the work	EA	1		\$	-	العياء والكبيرية. توريد وتركيب منصة من الحديد المجلفن (بتتريلي) بارتفاع (4.50 م) لزوم وضع الخزان عليها والعمل بشمل:		
12	includes: - Supply and installation of water tank with a capacity of 2000 liters including electric busy to control on the water level. - Huppementation of a concrete flow to protect the platform (20°25'55'50)cm. - Huppementation of a concrete flow to protect the platform (20°25'55'50)cm. - Supply the prefix busits to the electric network by using cable of (4°16) mm, the work includes: - Exercation & Back filling.	L.S	1		s	-	- قدروبه وتركيب طراق مية طنوي مسخاتص200 لقد مع العراقية اكتيريائية. - قدر كتيب سلم تروير التنظيق والصيابة المنصة (250°2000) - موقع الرسومات الطهنسية. - تركيب سلم تروير التنظيق والصيابة. - يرتبط الرحات المنظية التعبير الملكية التيريائية باستخدام كانل (4-16) سم والعمل يشمل: - اعبار العرب الدراة من الدراء من المنظية التيريائية باستخدام كانل (4-16) سم والعمل يشمل:		
13	-Eatered cable through PVC pipe. -Supply and installation of a main switch box for all site facilities. Construct a septic trank (5.00 * 3.00 * 2.50)m. The work includes: excavation, building by limestone, pouring reinforcement concrete for foundation, columns, beams & slab. Also connecting the sewage network to the septic tank. The work should be finished according to standard specifications & engineer instructions. Note: Dimensions of Septic tank From inside.	L.S L.S	1		s	-	- منية (كبلات علاً) الأبليب المرشكية PAC مع شريط التناب. «تورية وتركيب ساوق علقي درنسي مناس يصبح وسراقي السوقي. يقداء بوزة الشروف السعب بما ويقال ويقال ويقال السوقي. والكبرات ويقف البيارة وريط شبكة النهب الصرف بالبيارة وكل ما بإذر لائهاء الساس والتنطيب بالشكل المطاوب. مختطة فيض ابعاد البيارة من الداخل.		
15	Supply and install of P.V.C sewage pipes with 4-inch diameter to connect prefab with septic tank the work includes, all necessary accessories as manholes, excavation, backfilling, pouring concrete & connecting to manhole.	М	41		\$	-	غروية وتركيب مواسو من U.P.V.C لقطر 4 بومسة لزوم مستر انابيب الصرف الصمي وربطها بخزان الصرف الصمي (الهزار) والعل بإشعل غرف الفتيق للارمة وأعمل المغرو الرءو واصوف الامسقة ويجهع لقطع الفضية من الكيمان والمشترك تن ونظ المنطقات الى العقاب المعرمية.		
16	Supply and installation of fire-extinguisher of 12 Kg weights, the work includes installation on wall.	EA	5		\$	-	أوريد وتتركب أسطوانات لإطفاء الحريق نوع بودر وفرن 12 كبلو والعمل للشلبيت .		

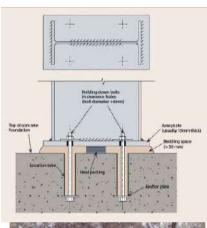
A Mandatory Site Visit is Required to Qualify for Tender



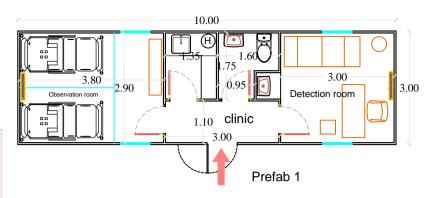


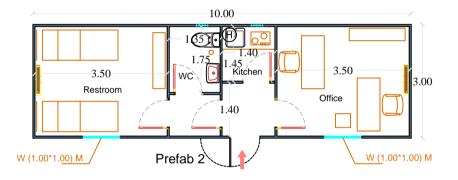


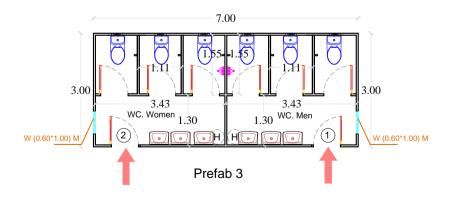














Interational Org					
G					
Site	Site Ghrabouli				



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 the 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

PURCHASE ORDER								
Vendor	's Details	Ship/Deliver Purcha	sed Good	ds/Service	s To:	1		
Deliver	/ Schedule	Send Invoice To:						
Terms	of Payment	1						
	•							
		<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	r's Acceptance				Prepare	ad by:		
	This is to certify that I fully read the terms and condtions				Tiepale	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 to serve its requirements and fully comply with its terms and conditons. Date							
	I also further certify that I am authorized by my company to accept this Purchase Order Approved by:							
in its i	in its behalf.							
								

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]		