

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

RFQ Reference: LY23-113 Date: 16 April 2023

# SECTION 1: REQUEST FOR QUOTATION (RFQ) for the provision of STCW training for the Libyan General Administration for Coastal Safety (GACS)7-18 May 2023

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

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

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

Thank you and we look forward to receiving your quotations.

Approved by:

**IOM Libya Procurement** 



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

Deadline for the Submission of Quotation	27 April 2023, 17:00 Libya Time (+2GMT)  If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .				
Method of Submission	Quotations must be submitted as follows:  E-tendering  Email  Courier / Hand delivery  Other Click or tap here to enter text.				
	Bid submission address: iomlibyaproposal@iom.int				
	■ File Format: PDF				
	<ul> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> </ul>				
	<ul> <li>All files must be free of viruses and not corrupted.</li> </ul>				
	<ul> <li>Max. File Size per transmission: 15MB</li> </ul>				
	<ul> <li>Mandatory subject of email: LY23-113</li> </ul>				
	<ul> <li>Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y.</li> </ul>				
	It is recommended that the entire Quotation be consolidated into as few attachments as possible.				
	<ul> <li>The proposer should receive an email acknowledging email receipt.</li> </ul>				
Cost of preparation of quotation	IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.				
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="Supplier Code of Conduct">Supplier Code of Conduct</a> (ungm.org).				
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.				
General Conditions of	Any Purchase Order or contract that will be issued as a result of this RFQ shall be				
Contract	subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement.				
Eligibility	Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative.				
Currency of Quotation	Quotations shall be quoted in USD				
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:  All prices shall:  be inclusive of VAT and other applicable indirect taxes				
Language of quotation and	<ul><li>☑ be exclusive of VAT and other applicable indirect taxes</li><li>English</li></ul>				
documentation including	Ligion				



	ON MIGRATION
catalogues, instructions and operating manuals	
Documents to be submitted	Bidders shall include the following documents in their quotation:
	□ Annex 2: Quotation Submission Form duly completed and signed
	accordance with the Schedule of Requirements in Annex 1
	☐ Other Click or tap here to enter text.
Quotation validity period	Quotations shall remain valid for 30 days from the deadline for the Submission of
Quotation ramate, period	Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any
	other market factors shall be accepted at any time during the validity of the
	quotation after the quotation has been received.
Partial Quotes	Not permitted     Not
	☐ Permitted (please specify, i.e. by LOTs only or by line item, etc)
Payment Terms	☐ 100% within 30 days after receipt of goods, works and/or services and
	submission of payment documentation.
	☐ Other Click or tap here to enter text.
Contact Person for	Focal Person: IOM Libya Procurement Team
correspondence,	E-mail address: iomlibyaproposal@iom.int
notifications and	Attention: Quotations shall not be submitted to this address but to the address for
clarifications	quotation submission above.
Clarifications	Requests for clarification from bidders will not be accepted any later than 5 days
	before the submission deadline. Responses to request for clarification will be
	communicated email by 25 April 2023
Evaluation method	☑The contract will be awarded to the lowest price substantially compliant offer
	☐ Other Click or tap here to enter text.
Evaluation criteria	☑ Full compliance with all requirements as specified in Annex 1
	☑ Full acceptance of the General Conditions of Contract
	⊠Comprehensiveness of after-sales services
	☐ Earliest Delivery /shortest lead time
	□Others (for ex, environmental criteria/considerations, etc)
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at	At the time of award of Contract or Purchase Order, IOM reserves the right to vary
time of award	(increase or decrease) the quantity of services and/or goods, by up to a maximum
	25% of the total offer, without any change in the unit price or other terms and
	conditions.
Type of Contract to be	Purchase Order
awarded	
Expected date for contract	30 April 2023
award.	
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace
	(UNGM) website at <u>www.ungm.org</u> . The Bidder may still submit a quotation even if
	not registered with the UNGM, however, if the Bidder is selected for Contract award
	of USD 100,000 and above, the Bidder is recommended to register on the UNGM
	prior to contract signature. For vendors who do not have the technical means to
	register in UNGM, the UNGM has implemented an assisted vendor registration
	functionality that allows IOM procurement personnel to add local vendors to the
	UNGM.



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

## **Technical Specifications for Goods:**

Item No	Minimum technical requirements	Unit	Quantity
1	Venue for 15 participant trainers + one staff for 10 days equipped with projector, flipchart	EA	10
2	Training facilitation service from certified training center on maritime safety including the trainer fees, training report and training manuals and as per attached ToR.	EA	10
3	Roll up banner with IOM and Donor logo	EA	2
4	16 GB USB drive with IOM and Donor logo	EA	15
5	A5 Notebook +pens with IOM and Donor logo for 15 participants + five additional as spare	EA	20
6	coffee breaks for 15 participant + one trainers +one staff (17 pax in total) for 10 days (2 breaks daily)	EA	340
7	Lunch breaks for 15 participant + one trainers + one staff (17 pax in total) for 10 days.	EA	170

## **Delivery Requirements**

Delivery Requirements		
Delivery date and time	Bidder shall deliver the goods DAP After Contract signature.	
Delivery Terms (INCOTERMS 2020)	Click or tap here to enter text.	
	Not applicable     ■     Not applicable     Not applicable	
Customs clearance	Shall be done by:	
(must be linked to	☐ Name of organisation	
INCOTERM	☐ Supplier/bidder	
	☐ Freight Forwarder	
Exact Address(es) of Delivery Location(s)	Benghazi, Libya	
Distribution of shipping	NA	
documents (if using		
freight forwarder)		
Packing Requirements	NA	
Training on Operations and Maintenance	NA	
Warranty Period	NA	
After-sales service and local service support requirements	NA	
Preferred Mode of Transport	NA	
Other information		



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

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

Name of Bidder:	Click or tap here to enter text.			
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.		

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

Please attach the latest vendor information sheet to be filled in and signed by the vendor

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

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

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

 $<sup>^{\</sup>rm 2}$  This form is mandatory to fill in and sign by every vendor who submits quotation



Yes	No	
		On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
		On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
		On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
		On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct.">https://www.ungm.org/Public/CodeOfConduct.</a>
		It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
		On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
		IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature:	
Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Date:	Click or tap to enter a date.



#### **ANNEX 3: TECHNICAL AND FINANCIAL OFFER - SERVICES**

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

Name of Bidder:	Click or tap here to enter text.			
RFQ reference:	LY23-113	Date: 16 April 2023		

## **Technical Offer**

## Provide the following:

- a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.
- a brief methodology, approach and implementation plan;
- team composition and CVs of key personnel

#### **Financial Offer**

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump-sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

## **Currency of Quotation: USD**

Ref	Description of Deliverables	Price
1.		
2.		
3.		
4.		
5.		
	Total Price	

#### **Breakdown of Fees**

Personnel / other elements	иом	Qty	Unit Price	Total Price
Personnel				
e.g. Project Manager/Team Leader	day			
Other expenses				



International flights		
Subsistence allowance		
Local Transportation		
Communication		
Other Costs: (please specify)		
Total		

## **Compliance with Requirements**

	You Responses			
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal	
Delivery Lead Time			Click or tap here to enter text.	
Validity of Quotation			Click or tap here to enter text.	
Payment terms			Click or tap here to enter text.	
Other requirements [pls. specify]			Click or tap here to enter text.	

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.					
Exact name and address of company	Authorized Signature:				
Company NameClick or tap here to enter text.	Date:Click or tap here to enter text.				
Address: Click or tap here to enter text.	Name:Click or tap here to enter text.				
Click or tap here to enter text.	Functional Title of Authorised				
Phone No.:Click or tap here to enter text.	Signatory:Click or tap here to enter text.				
Email Address:Click or tap here to enter text.	Email Address: Click or tap here to enter text.				

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## **Terms of Reference**

The International Organization for Migration in Libya

STCW Security awareness training for the Libyan **General Administration for Coastal Safety (GACS)** 

7-18 May 2023 - Benghazi, Libya

## الشروط المرجعية

المنظمة الدولية للهجرة في ليبيا

تدريب لرفع الوعى الأمني للإدارة العامة الليبية لسلامة السواحل حسب الاتفاقية الدولية للتدريب ولإصدار الشهادات والمراقبة المتعلقة بالبحارة

7-18 مايو 2023 - بنغازي، ليبيا

#### 1. Context

تعمل المنظمة الدولية للهجرة (IOM) في شراكة وثيقة مع (The International Organization for Migration (IOM) works in close partnership with Libyan authorities to enhance their capacity to respond to the challenges related to migration management. IOM takes up the role بدور تعزيز الإدارة المنظمة والإنسانية للهجرة، وتعزيز of promoting the orderly and humane management of migration, promoting international cooperation on migration issues, supporting relevant actors to govern migration flows and effectively maximize their positive impacts while minimizing the potential costs on migrants and society, as well as providing humanitarian assistance to migrants in need.

In the quest for better lives and opportunities, thousands of migrants each year continue to make the treacherous trip across the Mediterranean, a journey that has continued to claim the lives of many migrants, led to lifethreatening injuries, and traumatized many saviors.

تواجه السلطات الليبية المشاركة في عمليات الإنقاذ تحديات Libyan authorities engaged in rescue operations face constant challenges in every rescue operation especially when it comes to saving lives. Bad weather, poor engines and overloaded boats cause shipwrecks that result in the drowning of migrants on board.

Hundreds of migrants go missing and drown every year due to the high waves and the inability to save themselves. Time and the appropriate use of life-saving equipment is crucial at these situations as every single minute counts in saving lives. The personal safety of the rescuer is crucial too as it comes first. To support lifesaving operations, access underwater environments is critical. Therefore, diving, and maritime safety training courses are essential elements for the Libyan authorities to strengthen their search and rescue capabilities.

1. السياق

السلطات الليبية لتعزيز قدرتها على الاستجابة للتحديات المتعلقة بإدارة الهجرة. كما تضطلع المنظمة الدولية للهجرة التعاون الدولي بشأن قضايا الهجرة ، ودعم الجهات الفاعلة ذات الصلة لإدارة تدفقات الهجرة وتعظيم آثارها الإيجابية بشكل فعال مع تقليل التكاليف المحتملة على المهاجرين والمجتمع ، فضلا عن تقديم المساعدة الإنسانية للمهاجرين المحتاجين.

في البحث عن حياة وفرص أفضل، يواصل آلاف المهاجرين كل عام القيام بالرحلة المحفوفة بالمخاطر عبر البحر الأبيض المتوسط، وهي رحلة استمرت في حصد أرواح العديد من المهاجرين، وأدت إلى إصابات تهدد حياتهم، وصدمت العديد من المنقذين.

مستمرة في كل عملية إنقاذ خاصة عندما يتعلق الأمر بانقاذ الأرواح. يتسبب سوء الأحوال الجوبة وضعف المحركات والقوارب المحملة فوق طاقتها في غرق السفن مما يؤدي إلى غرق المهاجرين على متنها.

مئات المهاجرين يفقدون ويغرقون كل عام بسبب الأمواج العالية وعدم القدرة على إنقاذ أنفسهم. يعد عاملي الوقت والاستخدام المناسب للمعدات المنقذة للحياة أمرا بالغ الأهمية في هذه المواقف لأن كل دقيقة مهمة في إنقاذ الأرواح. السلامة الشخصية للمنقذ أمر بالغ الأهمية أيضا لأنها تأتى أولا. لدعم العمليات المنقذة للحياة ، يعد الوصول إلى عمق البحر أمرا بالغ الأهمية. لذلك، تعد دورات التدريب على الغوص والسلامة البحرية عناصر أساسية للسلطات الليبية لتعزيز قدراتها في مجال البحث والإنقاذ.







وتزداد الحاجة إلى هذا التدربب بسبب العدد المتزايد من The need for such training is heightened by the عمليات البحث والإنقاذ البحرية المنتشرة حول محيط increasing number of marine search and rescue operations deployed in Benghazi.

بنغازي.

#### 2. Objectives of the training

الهدف الرئيسي من التدريب هو دعم المسؤولين الليبيين لأداء The main objective of the training is to support Libyan عمليات البحث والإنقاذ الآمنة (SAR) وتجنب حوادث (SAR) عمليات البحث والإنقاذ الآمنة operations and avoid work related safety incidents.

## 2. أهداف التدريب

السلامة المتعلقة بالعمل.

## 3. Specific objective

The training will be divided into two parts:

## Part 1: Five (5) days:

- Safe marine and boating practices.
- Theoretical and practical session on safe boating practices to help prevent incidents at sea.

## Part 2: Five (5) days:

- Control of hazards arising in or from the workplace that could impair the health and well-being of workers.
- Basic and advanced first aid sessions shall be delivered too in relation to the topic.

## 3. الهدف المحدد

سيتم تقسيم التدريب إلى قسمين:

- الجزء 1: خمسة (5) أيام:
- ممارسات بحربة وقوارب آمنة.
- جلسة نظرية وعملية حول ممارسات القوارب الآمنة للمساعدة في منع الحوادث في البحر.

## • الجزء 2: خمسة (5) أيام:

- السيطرة على المخاطر الناشئة في أو من مكان العمل التي يمكن أن تضر بصحة ورفاهية العمال.
- بجب تقديم جلسات الإسعافات الأولية الأساسية والمتقدمة أيضا فيما يتعلق بالموضوع.

#### 4. Methodology

سيتألف هذا التدريب بشكل أساسي من جلسات عملية في مركز This training will mainly comprise of practical sessions in the training center and interactive lecture session and التدربب وجلسة محاضرات تفاعلية وتماربن عملية يديرها مدربون ذوو خبرة كبيرة في هذا المجال. سيشمل التدريب أيضا practical exercises moderated by instructors with great experience in the field. The training will also include swimming classes in a pool and open sea.

#### 4.المنهجية

دروسا في السباحة في حمام سباحة وبحر مفتوح.

#### 5. Proposed participants

وزارة الداخلية: الإدارة العامة لأمن السواحل – خمسة عشر Ministry of Interior: General Administration for Coastal Security (GACS) - Fifteen (15) participants deployed in Benghazi.

#### 5-المشاركون المقترحون

(15) مشاركاً من بنغازي.

#### 6. Dates, location, and venue

18 مايو 2023. سيتم إبلاغ جدول الأعمال والمكان المحدد 18 May 2023. The agenda and the exact location will be communicated to all the participants at a later stage.

## 6. التواريخ والموقع والمكان

لجميع المشاركين في مرحلة لاحقة.



## **VENDOR INFORMATION SHEET**

		Vendor No. Internal to IOM	
gistered Vendor Name*: Mr.			
her Names/Acronyms			
ldress*			
House No			
Street Name			
ZIP/Postal Code*			
City*			
Region* Country*			
ntact Information			
Company Tel/Mobile:		Contact Person:	
Company Email:		Contact Person:	
Company Website:		_	
	, ,		
dustry Category*: 0100 - Commercial \ 0200 - National CSC		0500 - Internationa 0600 - UN entities	l Organizations - Non-UN
0300 - National Gov		<del></del>	oncultant/Non Stoff
0300 - National Gov		ooos - maiviadai C	onsultant/Non-Staff
s as a memational v			Notes
siness Type*: Direct Producer/Man	ufacturing		All fields marked with * are mandatory.
Reseller/Distributor/S	Service Provider		The form may be returned if mandatory fields are missing/incorrect or in the
avida Samiasa/Caada Internationallut	□ Vee	□No.	wrong format (esp, Zipcode).
ovide Services/Goods Internationally*	Yes	No	Vendor Name - should match IDs or
ability-inclusive*	Yes	Not applicable	registration documents.
omen-owned/controlled*	At least 51% women-owner		If there is insufficient space, please use
	Less than 51% women-ow	nea/controlled	the Other Information section
	Not applicable		
vironmental Statement* vironmental or Energy Management System*	Yes Yes	No No	
The initial of Life gy management cyclem			
oduct Categories (check all applicable)*	Fuels and Derivatives	Legal and Investig	nation Down County and Elect
Agriculture, Livestock and Fisheries  Chemicals	Furniture	Logistics and War	
Clothing and Luggage	Hospitality, Events	Media and Printing	
Construction	Insurances	Medical, Drugs an	
Consultancy and Contracted Services	IT and Communications	NFIs – Household	
Finance and Administration	Land and Buildings Learning, Training and Recreation	Office Equipment	
Food and Beverage	Learning, Training and Recreation	Personal Care	Vehicles and Accessorie
IGM No.		https://www.ungm.org/U	NUser/Home
Partner Portal Reference		https://www.unpartnerpo	ortal.org
gistration Date*		Country of Operations (	dd-mmm-yyyy)
AT Number		_	
censing Auth./Type	License No.:	Reg. Date:	Expiry Date:
additional licenses, please use the Other Information Section		dd-mmi	
manage Fundado a distribuição de la desarrolla de la decembra de l			and the second Alexandra
rtner Entities (indicate if there are other relevan	nt business partner accounts aiready	registered in IOM. Format: Ad	count Number-Name )
Same entity registered in another office			
Parent company			
Subsidiaries/Branches			
her Information:			
nor morniadon.			



## **VENDOR INFORMATION SHEET** Section II: Payment and Banking Information **Payment Details** Cash\*\* Payment Method\* X Bank Transfer Check\*\* Others\*\* Justification for Non-Bank Payment Method\*\* Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments. Non-bank payment methods require justification. Bank Details (mandatory if Payment Method is via Bank Transfer): Bank Name Bldg and Street City Postal Code Country Bank Account Name Bank Keys Account Currency Bank Account No. \*Depending on the country Swift Code/BIC (accounts outside U.S.A.) IBAN Number (mandatory for banks in Europe) Clearing No. (CHF accounts in Switzerland) ABA No. for ACH (USD accounts in U.S.A.) Bank Branch Code Notes If there are multiple bank accounts, please add an extra sheet, and mark the default bank account. If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities. Printed Name Signature

Date

Position/Title



## **Code of Conduct for Suppliers**

# Global Procurement and Supply Unit Manila Administrative Centre, Manila Philippines

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

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

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

## Policy on Corruption and Position on Conflict of Interest

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

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

#### **Representation from Suppliers**

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

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

Suppliers Code of Conduct



## **Code of Conduct for Suppliers**

# Global Procurement and Supply Unit Manila Administrative Centre, Manila Philippines

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

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

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

## **Monitoring compliance to the Code of Conduct**

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

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

#### **Secure Communication Channels**

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact IOM Global Procurement and Supply Unit at email address qpsu@iom.int or at: IOM Manila Administrative Centre

Global Procurement and
Supply Unit (formerly
Field Procurement Unit)
28th Floor Citibank Tower
8741 Paseo de Roxas, Makati City 1226, Philippines

Suppliers Code of Conduct 2



## **Code of Conduct for Suppliers**

Global Procurement and Supply Unit Manila Administrative Centre, Manila Philippines

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

#### SANCTIONS

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

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

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

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

Supplier:	
Address:	
Representative: _	
Signature:	

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