

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: **LY23-131**

Date: 30 August 2023

SECTION 1: REQUEST FOR QUOTATION (RFQ) for the Monthly Security CCTV and Fire Alarm System Maintenance Works at Hay Al Kuwait and Hay Al-Andalus Offices for One Year

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:

Signature: _____

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	<p>18 September 2023</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>Bid submission address: iomlibyaproposal@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: not larger than 25MB ▪ Mandatory subject of email: LY23-131 ▪ 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”. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
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: Supplier Code of Conduct (ungm.org) .
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be 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. Company Registration documents on provision of maintenance services and previous experience on similar works will be criteria for eligibility.
Currency of Quotation	Quotations shall be quoted in LYD or 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: <input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes
Language of quotation and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed. <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1
Quotation validity period	Quotations shall remain valid for 180 days from the deadline for the Submission of Quotation and shall remain same to cover 12 months period after the award.
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. Prices shall remain same for 12 months.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. <input type="checkbox"/> Other Click or tap here to enter text.
Contact Person for correspondence, notifications and clarifications	Focal Person: IOM Libya Procurement E-mail address: iomlibyaproposal@iom.int Attention: Quotations shall not be submitted to this address but to the address for 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 to iomlibyaproposal@iom.int by 15 September 2023
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer. <input type="checkbox"/> Other Click or tap here to enter text.
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others (<i>for ex, environmental criteria/considerations, etc</i>)
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 time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (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 awarded	Purchase Order for Services
Expected date for contract award.	01 November 2023
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 www.ungm.org . The Bidder may still submit a quotation even if

	<p>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.</p>
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ANNEX 1: SCHEDULE OF REQUIREMENTS

Terms of Reference (TOR)

for

Monthly Security CCTV and Fire Alarm System Maintenance Works

at Hay Al Kuwait and Hay Alandalus Offices

1. Background:

This Terms of Reference (TOR) document outlines the requirements and expectations for monthly maintenance of the CCTV and fire alarm systems to be performed by the service provider on a one (1) year long term contract basis. The purpose is to ensure the effective functioning and optimal performance of CCTVs and the reliable operation and compliance of the fire alarm systems with relevant safety standards and regulations in the specified locations.

2. Scope of Work:

A- CCTV Systems:

The scope of work includes, but is not limited to, the following activities:

- a. Regular inspection of security cameras, lenses, and housings.
- b. Verification of camera positioning and adjustment, if necessary.
- c. Cleaning and maintenance of cameras and related equipment.
- d. Testing and calibration of camera functionality.
- e. Replacement or repair of faulty components or equipment.
- f. Upgrading firmware and software as required.
- g. Troubleshooting and resolving technical issues.
- h. Providing maintenance reports and documentation.

B- Fire Alarm Systems:

The scope of work for monthly fire alarm system maintenance includes, but is not limited to, the following activities:

- a. Visual inspection of all fire alarm devices, including smoke detectors, heat detectors, manual pull stations, and notification appliances.
- b. Testing and verification of all fire alarm system components, including control panels, annunciators, and communication modules.
- c. Calibration and adjustment of fire alarm system settings to ensure accurate detection and timely notification of potential fire incidents.

d. Verification of power supply and battery backup systems, including testing of batteries and charging circuits.

e. Evaluation of the functionality of fire alarm system interfaces with other systems, such as sprinkler systems or emergency lighting.

f. Identification and replacement of faulty or damaged fire alarm devices or components.

g. Review and update of fire alarm system documentation, including record keeping and maintenance reports.

h. Compliance assessment with applicable fire safety codes, regulations, and standards.

3. Responsibilities:

a. The contracted service provider shall be responsible for performing the monthly maintenance work in accordance with the specifications outlined in this TOR.

b. The service provider shall ensure that qualified and certified technicians conduct the maintenance activities.

c. The service provider shall provide all necessary tools, equipment, and materials required for the maintenance work.

d. The service provider shall adhere to all relevant safety regulations, procedures, and best practices during the maintenance activities.

4. Duration and Frequency:

a. The maintenance work shall be performed on a monthly basis, as specified in the TOR. Apart from regular monthly checks, the service provider shall be available for emergencies and shall respond immediately regardless of the date and time.

b. The service provider shall schedule the regular maintenance visits in advance with IOM Libya (through the designated focal point(s)) to ensure minimal disruption to normal operations.

c. Emergency maintenance visits may be required in case of critical failures or urgent issues. This cases, Service Provider shall be available 24/7 and respond as quick as possible to avoid disruption of the services.

5. Reporting and Documentation:

a. The service provider shall maintain comprehensive records of all maintenance activities, including dates, tasks performed, and any issues identified.

b. Maintenance reports shall be submitted to IOM Libya promptly after each visit, detailing the activities carried out, any repairs or replacements performed, and recommendations for further action if necessary.

c. The service provider shall ensure that all necessary documentation, such as maintenance logs, test reports, and compliance records, are up-to-date and readily available for inspection.

6. Quality Assurance:

- a. The service provider shall ensure that all maintenance work is executed to the highest quality standards.
- b. The contractor shall provide a warranty for the maintenance work performed, covering the functionality and performance of both the CCTV and fire alarm systems.
- c. Regular quality checks and inspections may be conducted by IOM Libya to assess the effectiveness of the maintenance activities.

7. Confidentiality and Security:

- a. The service provider shall respect the confidentiality and privacy of all information obtained during the maintenance works.
- b. The service provider shall adhere to all applicable data protection and privacy regulations.
- c. Any security vulnerabilities or breaches identified during maintenance shall be immediately reported to IOM Libya.

8. Contractual Arrangements:

- a. The TOR serves as a reference document and should be incorporated into the maintenance service contract between IOM Libya and the service provider.
- b. The contract shall define the financial arrangements, duration, termination clauses, and any additional terms and conditions specific to the maintenance service.

9. Additional Notes:

- a. Details of the locations are as below:

	Hay Al Kuwait Office	Hay Al-Andalus Office
Number of Cameras*	112	21
Number of smoke detectors*	97	NA

* Number of cameras and detectors shall be considered as approx. as there may be always additional cameras or detectors which shall not be more than 10% of the numbers mentioned above. Costing and all other details shall consider this note.

- b. The Service Provider shall report the malfunctioning items and equipment that are part of the existing system as part of their reporting and shall replace them if its simple and free of charge. In case if the malfunctioning parts has to be procured, IOM Libya has the rights to purchase them separately or request the same Service Provider to provide depending on the cost analyses that will be done on case-by-case basis.

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:	LY23-131	Date: Click or tap to enter a date.

VENDOR INFORMATION SHEET

Please fill VIS attached as **Form A** and provide valid company licenses and registration documents. Apart from the certificates, please provide simple list of previous experiences on provision of similar services.

BIDDER'S DECLARATION OF CONFORMITY

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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:	LY23-131	Date: Click or tap to enter a date.

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: Click or tap here to enter text.

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

Breakdown of Fees

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

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	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

<p>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.</p>	
<p><i>Exact name and address of company</i></p> <p>Company Name: Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

House No _____
Street Name _____
ZIP/Postal Code* _____
City* _____
Region* _____
Country* _____

Contact Information

Company Tel/Mobile: _____ Contact Person: _____
Company Email: _____ Contact Person Position: _____
Company Website: _____

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

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

Provide Services/Goods Internationally* Yes No
Disability-inclusive* Yes Not applicable
Women-owned/controlled* At least 51% women-owned/controlled
 Less than 51% women-owned/controlled
 Not applicable

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

Product Categories (check all applicable)*

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

UNGM No. _____ <https://www.ungm.org/UNUser/Home>
UN Partner Portal Reference _____ <https://www.unpartnerportal.org>
Registration Date _____ *Main Country of Operations (dd-mmm-yyyy)*

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

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

Same entity registered in another office _____
Parent company _____
Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____
Justification for Non-Bank Payment Method** _____

Notes

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

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____
Bldg and Street _____
City _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Keys _____
Account Currency _____
Bank Account No. _____
*Depending on the country _____
Swift Code/BIC (accounts outside U.S.A.) _____
IBAN Number (mandatory for banks in Europe) _____
Clearing No. (CHF accounts in Switzerland) _____
ABA No. for ACH (USD accounts in U.S.A.) _____
Bank Branch Code _____

Notes

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

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

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

Printed Name

Signature

Position/Title

Date



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

PO No. **Rev. No.**
Reference SAP PO No

Manila Administrative Support Office

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

PO Date
Revision Date

PURCHASE ORDER

Vendor's Details

Ship/Deliver Purchased Goods/Services To:

Delivery Schedule

Send Invoice To:

Terms of Payment

No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total

Sub-Total	
Taxes (if any)	
Shipping	
Insurance	
Discount (if any)	
TOTAL	-

Vendor's Acceptance

This is to certify that I fully read the terms and conditions of this Purchase Order stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its requirements and fully comply with its terms and conditions.

I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.

Sign Over Printed Name & Date

Prepared by: _____

Date _____

Approved by: _____

Date _____

1. Agreement

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. Payment

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

5. Adjustments

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

a) IOM or its representative shall have the right to inspect and/or test the goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected goods to Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.

c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract

d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. Warranties

8.1 Supplier represents and warrants that:

(a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.

(b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;

(c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;

(d) In all circumstances it shall act in the best interests of IOM;

(e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;

(f) It has not misrepresented or concealed any material facts in the procuring of this PO;

(g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;

(h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

(i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;

(j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Supplier further warrants that:

(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.

(b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.

(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

(f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

(g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

9. Indemnification

The Supplier shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Supplier or its employees, officers, agents or subcontractors, in the performance of this Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the expiration or termination of this Contract.

10. Termination and Reprourement

(a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.

(b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this PO is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this PO. These obligations shall survive the expiration or termination of this PO.

15. Use of IOM Name

The use of the official logo and name of IOM may only be used by Supplier in connection with this PO and with the prior written approval of IOM.

16. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this PO shall not constitute a waiver or relinquishment of the right to enforce the provisions of this PO in future instances, but this right shall continue and remain in full force and effect.

19. Severability

If any part of this PO is found to be invalid or unenforceable, that part will be severed from this PO and the remainder of the PO shall remain in full force.

Supplier's signature and stamp accepting these terms and conditions:

Date: