

## REQUEST FOR QUOTATION

RFQ Reference: 4200765742

Date: 30 Sep 2024

Subject of RFQ): Mini-Bus Rental for MRRM team in Al-Kufra for Six months.

International Organization for Migration kindly requests your quotation for the provision of the goods, works and/or services described in the RFQ submission form below.

This invitation is related to all transportation Companies registered in Libya, for the provision of transportation of persons including insurance and accommodation for the driver in referring to the drafted agreement in Annex 4.

When preparing your quotation, please be guided by the RFQ information below. 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.

### RFQ INFORMATION

<b>Deadline for the submission of quotation</b>	09 October 2024, 17:00 Libya Time (+2 GMT) 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> .
<b>Method of submission</b>	Quotation must be submitted as follows: <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other <small>Click or tap here to enter text.</small>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a vendor's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Contractual Terms</b>	Any Purchase Order that will be issued as a result of this RFQ shall be subject to the IOM standard terms for provision of goods/services/transportation/medical services available at <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> or IOM standard contract templates.
<b>Documents to be submitted</b>	Bidders shall submit and sign the-bid submission form below.
<b>Quotation validity period</b>	The quotation shall remain valid for 30 days from the deadline for the submission.
<b>Price</b>	Quotations shall be for the goods, works and/or services stated in the Specification/TOR/SOW
<b>Partial quotations</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <small>Insert conditions for partial bids and ensure that the requirements are properly listed in lots to allow partial bids</small>
<b>Clarifications</b>	Contact person for correspondence, notifications and clarifications Contact person: IOM supply chain unit E-mail address: IOM Libya proposal
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other <small>Click or tap here to enter text.</small>
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotations, nor award a contract or purchase order
<b>Expected date for contract/PO award.</b>	15 of October 2024

Thank you and we look forward to receiving your quotation.

Issued by:

### QUOTATION SUBMISSION FORM

RFQ Reference: Click or tap here to enter text.	Date: Click or tap to enter a date.
RFQ ref no: 4200765742	

### Requirements (Specs/TOR/SOW)

#### Delivery Requirements:

<b>Currency of the Quotation: USD</b>					
<b>INCOTERMS: DAP</b>					
Item No	Description	UOM	Qty	Unit price	Total price
1.	Rent Of One Mini-Bus 6-10 Seats Model (2014 or higher) including Driver, Accommodation, and insurance, from 08:00 to 17:30 Sunday to Thursday for the period of Six months from October 2024 until March 2025 in Al-Kufra.	Month	6		
Total Price					
Transportation Price					
Insurance Price					
Installation Price					
Training Price					
Other Charges (specify)					
<b>Total Final and All-inclusive Price</b>					

### COMPANY PROFILE (Vendor Information Form)<sup>1</sup>

Item Description	Detail
Legal name of bidder*	Click or tap here to enter text.
Legal Address (house no, street name, zip code, city*, region*, country*)	Click or tap here to enter text.
Website	Click or tap here to enter text.

<sup>1</sup> If company id not registered in UNGM or with IOM. If supplied to IOM already, please indicate if there are any changes to be incorporated in the vendor information sheet signed earlier

Item Description	Detail
Registration date* and VAT number*	Click or tap here to enter text. <span style="float: right;">Click or tap here to enter text.</span>
Legal structure	Choose an item.
Business type/industry category*	<input type="checkbox"/> Direct Producer/Manufacturing <input type="checkbox"/> Reseller/Distributor/Service Provider
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No <span style="text-align: right;">If yes, insert UNGM Vendor Number</span>
Do you provide services/goods internationally?	<input type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">If</span> no, in which country: Click or tap here to enter text.
Contact information*	Company Tel/Mobile: Click or tap here to enter text. Company Email: Click or tap here to enter text. Company Website: Click or tap here to enter text. Contact Person 1: Click or tap here to enter text. Contact Person 2: Click or tap here to enter text.
Disability inclusive business*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Women-owned/controlled*	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text. Other relevant information: Click or tap here to enter text.

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

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I hereby represent and warrant that neither the vendor, 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 vendor, I further represent and warrant that the vendor is financially sound and duly licensed.

<sup>2</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor 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 vendor, I further represent and warrant that the vendor complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, 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 vendor any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that the vendor will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I further represent and warrant that neither the vendor nor any persons having powers of representation, decision-making or control over the vendor 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 vendor 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 vendor, I further represent and warrant that the vendor 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 vendor, I further represent and warrant that, the vendor 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 vendor, I further represent and warrant that the vendor 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> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the vendor to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the vendor, I certify that I am duly authorized to sign this Declaration and on behalf of the vendor I agree to abide by the terms of this Declaration for the duration of any contract entered into between the vendor and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the vendor, with immediate effect and without liability, in the event of any misrepresentation made by the vendor 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.

IOM office-specific Ref. No.	
IOM Project Code	

**TRANSPORTATION OF PERSONS AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**  
**[Name of the Other Party]**

This Agreement for the Transportation of Persons is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert name of office, e.g., Mission in XXX], [Address of the Mission], represented by [Name, Title of Director, CoM, HoO], (hereinafter referred to as “**IOM**”), and **[Name of the Other Party]**, [Address], represented by [Name, Title of the representative of the Other Party] (hereinafter referred to as the “**Service Provider**”).

**1. Introduction**

- 1.1 The Service Provider agrees to provide IOM with transportation services in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement:
  - (a) **Annex A:** IOM Data Protection Principles
  - (b) **Annex B:** Vehicle Request Form
  - (c) **Annex C:** Price Schedule

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

**2. Services Supplied**

- 2.1 The Service Provider agrees to provide to the IOM transportation of persons according to the following specifications:
  - (a) Upon receipt of a Vehicle Request Form (template attached as Annex B), the Service Provider will provide ground transportation with vehicles detailed in Article 3.2 which are officially authorized to transport passengers by the appropriate national transportation agency regulation in excellent mechanical condition. The date and number of vehicles required will be communicated by IOM focal person [office of location of the IOM focal point and phone number].
  - (b) Water and/or meals shall be provided if requested though the Vehicle Request Form in advance by IOM in sufficient quantity and quality for all persons. Any additional fees for the provision of such Service need to be agreed in advance between the Parties and captured in the Vehicle Request Form.
  - (c) The Service Provider shall ensure the following rules and regulations are fully respected:

- i. Before starting any operation, the driver is fully responsible to verify the vehicle's faultless mechanical condition as well as ensuring the cleanliness of the vehicle.
- ii. The driver in consultation with IOM focal person (or specifically assigned IOM escort) is responsible for the load of the vehicle. IOM focal person or escort has the authority to give instruction on the number of passengers and their seating as well as on the transportation of goods, tonnage limits and distribution of weight in the vehicle to assure the best balance.
- iii. The drivers must possess a valid driving license for the relevant vehicle type, a copy of the appropriate license for each driver must be submitted to IOM for its records.
- iv. Drivers must handle the vehicle with care and pay attention to the road condition and other road users including pedestrians.
- v. The driver must respect all local traffic regulations at all times. Speeding and overtaking are not allowed.
- vi. Transporting passengers, luggage or cargo which are not authorized by IOM is strictly forbidden.
- vii. In case of emergency, including, but not limited to people in need of urgent medical assistance or violent acts or the threat thereof, relevant IOM focal person or escort shall be informed immediately and a detailed written report must be submitted by the driver to IOM within 24 (twenty-four) hours of the occurrence of any such situation.
- viii. Drivers shall respect the culture, custom and habits of all passengers and IOM personnel. They should make every effort to avoid any behaviour that may be considered as not acceptable in a particular cultural context.
- ix. The Service Provider shall ensure that the vehicles provided to IOM are accessible for persons with disabilities, if and as specified by IOM in the Vehicle Request Form or any other Annex.
- x. It is the responsibility of the driver to ensure all the vehicles are parked in a secure area during any designated stop, which shall only be made in areas assessed to be safe and all the curfews must be respected. Driving after dark is not permitted, except if expressly permitted by IOM.
- xi. The Service Provider is responsible for obtaining and verifying all required documentation, including all relevant licenses and transport permissions and other relevant documents, as applicable in the context.
- xii. In case of accident (i.e., any incident that happens unexpectedly resulting in damage to vehicle, passenger's property, or injury or death of passengers or personnel) the following procedures shall be followed:
  - (1) Ensure first aid is provided and all injured are transferred to the nearest medical facility as quickly as possible.
  - (2) A report should be made to the local authority (if required, the driver must wait at the scene of the accident or report to the nearest police station).
  - (3) The IOM focal person and escort must be notified immediately.
  - (4) A written statement of the accident must be submitted to IOM within 24 (twenty-four) hours of the accident

2.2 The Service Provider shall make the following vehicles available to IOM:

No.	Type and passenger capacity	Year	Plate number	Engine ID / Chassis ID
1	Minibus 6-10 Seats	X	X	X

2.3 The Service Provider shall provide transportation services from [date] to [date].

2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

### 3. Charges and Payments

3.1 The all-inclusive Service fee for the Services under this Agreement, which is the total charge to the IOM, shall be in accordance with the following table

No.	Type	Price per month
1	Minibus 6-10 Seats	X

3.2 If, at any time, contracted capacity has not been made available to IOM (in case of technical breakdown, etc.), the corresponding amounts will be deducted from the total owed proportionally.

3.3 The rental fee includes the cost of the salaries and allowances of drivers for each vehicle, Comprehensive Motor Vehicle Insurance, vehicles' maintenance, repair, any taxes, tolls and levies and fuel and any other costs related to the transportation services.

3.4 The Service Provider shall invoice IOM upon completion of month, The invoice shall include: logbook/*timesheet*.

3.5 The Fee shall become due 30 (Thirty) days after IOM's receipt and approval of the invoice. Payment shall be made in USD by bank transfer to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

3.6 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.7 In the event of a delay to the specified delivery schedule IOM shall charge a penalty of 0.1% (one tenth of one percent) of the Service fee for every day of breach of the delivery schedule.

- 3.8 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

#### **4. Warranties**

The Service Provider warrants that:

- 4.1 It is the legal owner of the vehicles, and that the vehicles are each properly registered, as evidenced by a Certified True Copy of each vehicle's registration papers. Each vehicle must carry the original registration papers at all times during the period of this Agreement;
- 4.2 Each vehicle is covered by a Comprehensive Motor Vehicle Insurance issued by a reputable insurance company for the entire duration of the Agreement, as evidenced by a Certified True Copy of comprehensive motor vehicle insurance policy to be provided by the Service Provider to IOM prior to signing this Agreement;
- 4.3 Each vehicle is officially authorized to transport persons and all appropriate national transportation regulations and standards are met;
- 4.4 Each vehicle is in good working condition (road worthy) such as to ensure the safety of goods and has all the necessary tools and equipment that may be needed in times of emergency, as evidenced by a list of such equipment certified by IOM's focal person or escort;
- 4.5 The vehicles provided by the Service Provider are to include the driver, (or in case of long-haul journey, two drivers), an adequate supply of fuel, lubricants, spare parts, and, in particular, a sufficient number of spare tires. If refueling is not possible because of fuel shortage IOM will consider vehicles as non-operational and deductions will be made accordingly;
- 4.6 All vehicles shall bear IOM markings. Upon completion of each movement the markings should be removed immediately;
- 4.7 All aspects of the drivers including payment are the responsibility of the Service Provider. No employment relationship exists between IOM and the drivers;
- 4.8 The drivers assigned to vehicles used for the purpose of transportation under this Agreement are to be properly licensed, trained and suitably attired at all times in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to IOM. No unauthorized driver shall be allowed to drive any vehicle at any time;
- 4.9 The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (in order to avoid accidents due to fatigue). The drivers shall follow the instructions given by IOM staff, provided those instructions do not go against applicable law. Drivers found to be unsuitable by IOM shall be replaced immediately and without contest. Consumption of alcohol and/or other drugs or driving under the



- influence thereof is strictly forbidden and constitutes grounds for immediate dismissal of the driver;
- 4.10 The Service Provider is fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. Maintenance should be conducted by the Service Provider every 5,000 km (five thousand kilometres) or 3 (three) months whichever comes first. During such maintenance or repair, the Service Provider shall provide IOM with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. In case the Service Provider fails to provide such vehicle within 24 (twenty-four) hours of required replacement, IOM reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to IOM by giving an immediate notice to the Service Provider. IOM shall not be responsible for any rental fee during the suspended period;
- 4.11 No arms, prohibited or dangerous items or contraband shall be carried/transported on-board the IOM contracted vehicles;
- 4.12 The subject vehicles are officially authorized to transport humanitarian aid;
- 4.13 The Service Provider further warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Service Provider, its staff, or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
  - (h) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
  - (i) The Fee specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with

activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;

- (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;
  - (k) It is not included in the most recent United Nations Security Council Consolidated List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
  - (l) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent United Nations Security Council Consolidated List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.
- 4.14 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:
- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party to obtain a financial gain or other benefit, or to avoid an obligation or in such a way as to cause a detriment to IOM.
  - (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery.
  - (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit.
  - (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract.

- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM’s contractual rights of audit, investigation and/or access to information, including deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child.
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

4.15 The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the “SG Bulletin”),<sup>1</sup> and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,<sup>2</sup> by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement (“Associated Personnel”);
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Implementing Partner has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;
- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

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<sup>1</sup> Secretary-General’s Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

<sup>2</sup> UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

- 4.16 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.13, 5.14, or 5.15 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

## **5. Assignment and Subcontracting**

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding a written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **6. Delays, Defaults and Force Majeure**

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing a charge of 1% (one per cent) of the Fee per day of delay, up to a maximum of 10% (ten per cent) of the Fee, or terminating this Agreement. In the event of such termination, the provisions of Article 20 (Termination) shall apply.
- 6.2 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
- 6.3 As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the

affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

- 6.4 IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of the Article on Termination shall apply.

## **7. Independent Contractor**

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

## **8. Audit**

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

## **9. Confidentiality**

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent required by its donor/s or auditors in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM provided that such disclosure will be in accordance with the policies, instructions and regulations of IOM.

## 10. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

**International Organization for Migration (IOM)**

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [iomlibyaproposal@iom.int](mailto:iomlibyaproposal@iom.int)

**[Full name of the Service Provider]**

**Attn: [Name and title/position of the Service Provider's contact person]**

**[Service Provider's address]**

**Email: [Service Provider's email address]**

## 11. Dispute Resolution

11.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

11.2 In the event that the dispute, controversy or claim is not resolved by negotiation within 3 (three) months of receipt of the notice from one Party of the existence of such dispute, controversy or claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

11.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.

11.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.

11.5 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.

11.6 This Article survives the expiration or termination of the present Agreement.

## 12. Use of IOM Name, Abbreviation, and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorization. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6~~ter~~ of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

### **13. Insurance and Indemnities**

- 14.1 The Service Provider will be liable for all loss or damage, injury or death to the persons and their belongings other than that caused through no fault of the Service Provider of which IOM will be the sole judge. Upon the arrival of persons to the final location indicated by IOM, any damage or loss shall be assessed and recorded by IOM. All missing or damaged belongings of the persons transported will be debited against any sums due. No fees will be paid in relation to lost/damaged belongings of the persons. If the value of lost / damaged belongings or liability for injury or death is greater than the sums due, the balance will be deducted by IOM from the sum due in relation to any other agreement with the Service Provider or will be recoverable as damages.
- 14.2 The Comprehensive Motor Vehicle Insurance of each vehicle which is included in the rental fee shall cover all accidents and any damage caused to the vehicle, its driver and passengers and to a third party as well as to property damage. IOM shall not, in any case, be held responsible for any damage to the vehicle or to any third party (whether life or property) resulting from any accident in which one of the vehicle's may be involved. The Service Provider will furnish a certified copy of the certificate of insurance in force to IOM upon signature of this Agreement.
- 14.3 The Service Provider 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 Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

### **14. Status of IOM**

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the IOM.

### **15. Waiver**

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

**16. Termination**

- 16.1 IOM may terminate or suspend this Agreement at any time, in whole or in part.
- 16.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance, if any, will be returned to IOM within 7 (seven) days from the date of termination.
- 16.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 16.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service fee or costs incurred during the period of suspension of this Agreement.

**17. Severability**

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

**18. Entire Agreement**

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

**19. Final Clauses**

- 19.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.
- 19.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

Signed in duplicate in English, on the dates and at the places indicated below.

*For and on behalf of*  
The International Organization for  
Migration

*For and on behalf of*  
Atlas Rent a Car J.V. Company

Signature

Signature

\_\_\_\_\_  
Name:  
Position:  
Date:

\_\_\_\_\_  
Name:  
Position:  
Date:



Place: Tripoli Libya

Place: Tripoli Libya

**Annex A**  
**IOM Data Protection Principles**

**1:      LAWFUL AND FAIR COLLECTION**

Personal data must be obtained by lawful and fair means with the knowledge or consent of the data subject.

**2:      SPECIFIED AND LEGITIMATE PURPOSE**

The purpose(s) for which personal data are collected and processed should be specified and legitimate, and should be known to the data subject at the time of collection. Personal data should only be used for the specified purpose(s), unless the data subject consents to further use or if such use is compatible with the original specified purpose(s).

**3:      DATA QUALITY**

Personal data sought and obtained should be adequate, relevant and not excessive in relation to the specified purpose(s) of data collection and data processing. Data controllers should take all reasonable steps to ensure that personal data are accurate and up to date.

**4:      CONSENT**

Consent must be obtained at the time of collection or as soon as it is reasonably practical thereafter, and the condition and legal capacity of certain vulnerable groups and individuals should always be taken into account. If exceptional circumstances hinder the achievement of consent, the data controller should, at a minimum, ensure that the data subject has sufficient knowledge to understand and appreciate the specified purpose(s) for which personal data are collected and processed.

**5:      TRANSFER TO THIRD PARTIES**

Personal data should only be transferred to third parties with the explicit consent of the data subject, for a specified purpose, and under the guarantee of adequate safeguards to protect the confidentiality of personal data and to ensure that the rights and interests of the data subject are respected. These three conditions of transfer should be guaranteed in writing.

**6:      CONFIDENTIALITY**

Confidentiality of personal data must be respected and applied to all the stages of data collection and data processing, and should be guaranteed in writing. All IOM staff and individuals representing third parties who are authorized to access and process personal data, are bound to confidentiality.

**7:      ACCESS AND TRANSPARENCY**

Data subjects should be given an opportunity to verify their personal data, and should be provided with access insofar as it does not frustrate the specified purpose(s) for which personal data are collected and processed. Data controllers should ensure a general policy of openness towards the data subject about developments, practices and policies with respect to personal data.

**8:      DATA SECURITY**

Personal data must be kept secure, both technically and organizationally, and should be protected by reasonable and appropriate measures against unauthorized modification, tampering, unlawful destruction, accidental loss, improper disclosure or undue transfer. The safeguard measures outlined in relevant IOM policies and guidelines shall apply to the collection and processing of personal data.

**9:      RETENTION OF PERSONAL DATA**

Personal data should be kept for as long as is necessary, and should be destroyed or rendered anonymous as soon as the specified purpose(s) of data collection and data processing have been fulfilled. It may however, be retained for an additional specified period, if required for the benefit of the data subject.

**10: APPLICATION OF THE PRINCIPLES**

These principles shall apply to both electronic and paper records of personal data, and may be supplemented by additional measures of protection, depending *inter alia* on the sensitivity of the personal data. These principles shall not apply to non-personal data.

**11: OWNERSHIP OF PERSONAL DATA**

IOM shall assume ownership of personal data collected directly from data subjects or collected on behalf of IOM, unless otherwise agreed, in writing, with a third party.

**12: OVERSIGHT, COMPLIANCE AND INTERNAL REMEDIES**

An independent body should be appointed to oversee implementation of these principles and to investigate any complaints, and designated data protection focal points should assist with monitoring and training. Measures will be taken to remedy unlawful data collection and data processing, as well as breach of the rights and interests of the data subject.

**13: EXCEPTIONS**

Any intent to derogate from these principles should first be referred to the IOM Legal Affairs Department for approval, as well as the relevant unit/department at IOM Headquarters.

**GLOSSARY**

**Anonymous data** means that all the personal identifiable factors have been removed from data sets in such a way that there is no reasonable likelihood that the data subject could be identified or traced.

**Consent** means any free, voluntary and informed decision that is expressed or implied and which is given for a specified purpose.

**Child** means any person under the age of 18 years.

**Data controller** means IOM staff or an individual that represents a third party who has the authority to decide about the contents and use of personal data.

**Data processing** means the manner in which personal data is collected, registered, stored, filed, retrieved, used, disseminated, communicated, transferred and destroyed.

**Data protection** means the systematic application of a set of institutional, technical and physical safeguards that preserve the right to privacy with respect to the collection, storage, use and disclosure of personal data.

**Data protection focal point** means any IOM staff that is appointed by IOM Regional Representatives to serve as a contact or reference person for data protection and who is responsible for monitoring the data protection practices in the region to which they are assigned.

**Data subject** means an IOM beneficiary that can be identified directly or indirectly by reference to a specific factor or factors. These factors include a name, an identification number, material

circumstances and physical, mental, cultural, economic or social characteristics that can be used to identify an IOM beneficiary.

**Electronic record** means any electronic data filing system that records personal data.

**Inter alia** (Latin) means “amongst other things.”

**IOM** means the International Organization for Migration.

**IOM beneficiary** means any person that receives assistance or benefits from an IOM project.

**IOM headquarters** means IOM offices in Geneva, Switzerland.

**IOM staff** means all persons who are employed by IOM, whether temporarily or permanently, including formal and informal interpreters, data-entry clerks, interns, researchers, designated counselors and medical practitioners.

**IOM unit/department** means the structure at IOM headquarters responsible for IOM activity areas.

**Knowledge** means the ability to fully understand and appreciate the specified purpose for which personal data are collected and processed.

**Non-personal data** means any information that does not relate to an identified or identifiable data subject.

**Paper record** means any printed or written document that records personal data.

**Personal data** means any information relating to an identified or identifiable data subject that is recorded by electronic means or on paper.

**Third party** means any natural or legal person, government or any other entity that is not party to the original specified purpose(s) for which personal data are collected and processed. The third party that agrees in writing to the transfer conditions outlined in principle 5, shall be authorized to access and process personal data.

**Vulnerable groups** means any group or sector of society, including children, that are at exceptional risk of being subjected to discriminatory practices, violence, natural disasters, or economic hardships.

**Vulnerable individual** means any IOM beneficiary that may lack the legal, social, physical or mental capacity to provide consent.

**Annex B**  
**Vehicle Request Form**

**VEHICLE REQUEST FORM**

Reference is made to the Agreement signed by IOM and Atlas Rent a Car J.V. Company on 2<sup>nd</sup>  
July 2024

In accordance with Article 2.1 (a), IOM has the right to request vehicles which shall be provided with a driver.

IOM hereby requests the following vehicle(s) at the date(s), time(s) and address(es) outlined below:

<b>NO.</b>	<b>VEHICLE and LICENSE PLATE</b>	<b>DATE AND TIME OF DEPARTURE</b>	<b>DEPARTURE AT</b>	<b>ARRIVAL AT</b>
1	Minibus 6-10 Seats	08:00 – 17:30		Alkufra, Libya

All conditions as outlined by the above-mentioned Agreement apply.

**Annex C**  
**Price Schedule**



## VENDOR INFORMATION SHEET

**Vendor No.** \_\_\_\_\_  
Internal to IOM

**Registered Vendor Name\*:** Mr. \_\_\_\_\_

**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: \_\_\_\_\_

Company Website: \_\_\_\_\_

- Industry Category\*:**
- 0100 - Commercial Vendors
  - 0200 - National CSOs
  - 0300 - National Government Entities
  - 0400 - International CSOs

- 0500 - International Organizations - Non-UN
- 0600 - UN entities
- 0005 - Individual Consultant/Non-Staff

- 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

**Environmental Statement\***  Yes  No

**Environmental or Energy Management System\***  Yes  No

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

**UNGM No.** \_\_\_\_\_

<https://www.unqm.org/UNUser/Home>

**UN Partner Portal Reference** \_\_\_\_\_

<https://www.unpartnerportal.org>

**Registration Date\*** \_\_\_\_\_

Country of Operations (dd-mmm-yyyy)

**VAT Number** \_\_\_\_\_

**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



# 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 favoritism 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;





# 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

[gpsu@iom.int](mailto:gpsu@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



IOM • OIM

## 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;

### **Acknowledgment and Acceptance, to be submitted together with VIS( Vendor Information Sheet)**

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: \_\_\_\_\_