

## REQUEST FOR QUOTATION

RFQ Reference: PR\_ 4200685584

Date: 13 June 2024

Subject of RFQ): **Services and Provision of Items to conduct a women salon in Qatrun City**

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.

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>	<b>29-June-2024, 23:59 Libya Time</b> 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 <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other <i>Click or tap here to enter text.</i>
<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 90 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
<b>Clarifications</b>	Contact person for correspondence, notifications, and clarifications. Contact person: IOM LIBYA Procurement E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 25 MB</li> <li>▪ Mandatory subject of email: <b>RFQ 4200685713, Company name</b></li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y.</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> </ul> The proposer should receive an email acknowledging email receipt.
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer.

	<input checked="" type="checkbox"/> PASS/FAIL evaluation criteria based on provided Eligibility Requirements. <input checked="" type="checkbox"/> PASS/FAIL evaluation criteria based on offered items Specs. <b>Note:</b> All Service providers shall sign the DOC form. Service Providers who are not registered with IOM shall provide the following documents along with their offer: <ol style="list-style-type: none"> <li>1. Duly complete VIS</li> <li>2. Duly signed DOC</li> <li>3. Company Profile (indicating company commercial vision, product line, expertise, other capacities etc)</li> <li>4. Company Registration Certificate (Chamber of Commerce and/or relevant trade ministry and/or local govt)-all applicable ones</li> <li>5. Company's Articles of Association</li> <li>6. Company Organogram (with staff names and roles) or Staff List with names and designation</li> <li>7. Bank Account Letter</li> <li>8. Audited financial statements for the last two years or bank account statements for the company for the last one year. (one of two is mandatory)</li> <li>9. Tax certificate.</li> <li>10. other Commercial Clients' references (names, contact info, and project value)</li> <li>11. Declaration by the vendor for any other business with a different name</li> <li>12. Vendors Office/Business location</li> </ol>
<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 PO award.</b>	1 August May 2024

Thank you and we look forward to receiving your quotation.

Issued by: **IOM Libya Procurement**

### QUOTATION SUBMISSION FORM

RFQ Reference: PR_ 4200685713	Date: Click or tap to enter a date.
RFQ ref no: PR_ 4200685713	

#### Requirements (Specs/TOR/SOW)

**Delivery Requirements:** All Goods and Required Services shall be received in Qatrun City

**Offer should be supported by Technical Sheet for offered items and service location.**

Currency of the Quotation: US Dollar					
INCOTERMS: Click or tap here to enter text.					
Item No	Description	UOM	Qty	Unit price USD	Total price USD
1.	Venue for 6 hours per day "at least 90 square meter" for 24 participants, Air conditioned, generator, Projector and WCs within its premises 24 days for sessions + 1 ceremony day	EA	25		
2.	Two female cleaners for cleaning and serving food 25 day x 2 pax	EA	50		
3.	Coffee break, buffet for 24 persons, including tea, coffee, milk, juice with pastries and cattle (sugar stirring spoons) 26ppl*24 days + 120ppl for ceremony day 22 participants + trainers (topic trainer and Yoga trainers), facilitator and cleaning lady	EA	744		
4.	Lunch, white rice 100-Gr, chicken/beef/lamb piece of meat, mixed salad, canned juice of 330 ml any flavor and banana all in one packaging 26ppl*24 days + 120ppl for ceremony day 22 participants + trainers (topic trainer and Yoga trainers), facilitator and cleaning lady	EA	744		
5.	Water bottles of 1.5L (26 ppl x 24day x 1 bottle)+ 120ppl for ceremony day	EA	744		
6	A4 notebooks with 100 pages and salon logo 66 for the participants and 3 for the trainers	EA	69		
7	A3 flipchart papers	EA	24		
8	Flipchart stand	EA	2		
9	Regular dry ink pens, box of 12	EA	15		
10	Sticky notes, 400 sheet, 80 per color, size of 76 mm x 76 mm , pack of 4	EA	5		
11	Yoga mat, 1.5 cm thick, textured foam with elastic straps for secure closes-up, dimensions of 188 cm x 60 cm, 66 for the participants and 3 for the trainers	EA	69		

12	Yoga bag, Made of fabric, 70 cm in length with 18 cm diameter, 66 for the participants and 3 for the trainers	EA	69		
13	Sport water bottle, 750ml, 100% plastic 66 for the participants and 3 for the trainers	EA	69		
14	Landscape banner, 3 mtr x 1.8 mtr with IOM and (EU) logo	EA	1		
15	Female photographer, to cover the sessions and take photos to attend 2 sessions for each group then the final ceremony day	EA	7		
16	flash drives with IOM & donor logo (EU), 32 giga bite	EA	66		
17	Printing service, For attendance sheets, training evaluation and during sessions printouts + memos for participants 2 each day for attendance, 3 pprs for each participant for evaluation + participants memo	EA	1320		
18	Trash bags, pack of 12	EA	6		
19	Good quality thick tissues, box of 12	EA	10		
20	Different sizes of paper cups, pack of 50	EA	20		
21	Liquid pr hard hand soap, pack of 12	EA	3		
22	Big size scotch tape for use during the training	EA	3		
23	white board markers, pack of 4	EA	10		
				Total Price	
				Other Charges (specify)	
				<b>Total Final and All-inclusive Price</b>	
				<b>Delivery Time in Days</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.
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 <p align="center">If yes, insert UNGM Vendor Number</p>
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.

<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

**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.
<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> .

<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"/>	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.

## 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"/> Chemicals <input type="checkbox"/> Clothing and Luggage <input type="checkbox"/> Construction <input type="checkbox"/> Consultancy and Contracted Services <input type="checkbox"/> Finance and Administration <input type="checkbox"/> Food and Beverage	<input type="checkbox"/> Fuels and Derivatives <input type="checkbox"/> Furniture <input type="checkbox"/> Hospitality, Events <input type="checkbox"/> Insurances <input type="checkbox"/> IT and Communications <input type="checkbox"/> Land and Buildings <input type="checkbox"/> Learning, Training and Recreation	<input type="checkbox"/> Legal and Investigation <input type="checkbox"/> Logistics and Warehousing <input type="checkbox"/> Media and Printing <input type="checkbox"/> Medical, Drugs and Pharma <input type="checkbox"/> NFIs – Household and Camps <input type="checkbox"/> Office Equipment and Supply <input type="checkbox"/> Personal Care	<input type="checkbox"/> Power Supply and Electric <input type="checkbox"/> Quality Control and Environment <input type="checkbox"/> Security <input type="checkbox"/> Social and Humanitarian Services <input type="checkbox"/> Tickets <input type="checkbox"/> Tools and Machinery <input type="checkbox"/> Vehicles and Accessories
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**UNGM No.** \_\_\_\_\_ <https://www.unqm.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:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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

## UN SUPPLIER CODE OF CONDUCT

**United Nations Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.<sup>2</sup>

### 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

### 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.

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<sup>1</sup> In this Code of Conduct, "UN" shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup>These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup>This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its Protocol of 2014 and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup>These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup>These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup>These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see:

<http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang--en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>9</sup>

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

<sup>8</sup>These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang-en/index.htm>).

<sup>9</sup>These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

**Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hcmpn.secretariat@one.un.org](mailto:hcmpn.secretariat@one.un.org).**