

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

RFQ Reference: LY23- 4200476249 Date: **11 June 2023** 

# SECTION 1: REQUEST FOR QUOTATION (RFQ) For Supply and installation of Prefab in Al Nasariya Primary health Care center in Sabha

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

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

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

#### **Documents - Requirements of the Eligibility and Technical Evaluation:**

- Valid Company registration documents
- Bank information
- Singed /stamped Code of conduct
- Completed VIS-vendor information sheet
- Signed /stamped DOC- declaration for conformity
- Delivery Lead Time
- Team composition and CVs of key personnel
- List of the relevant construction equipment
- List of Relevant Experiences and/or Similar Previous Project
- Company profile

#### Site Visit on 25 June 2023 at 10:00 AM - at location

Vendors are strongly encouraged to visit the site before submission of proposals. Interested vendors must confirm by email or phone their interest in an accompanying site visit before 18 June 2023. Vendors can also visit the possible sites at their own on given location addresses. IOM intends to organize a site visit upon confirmation on 20 June 2023.

All queries must be addressed by email at iomlibyaprposopal@iom.int before 30 June 2023

For any Technical Inquiries, please contact the following Project Engineers:

Engineers: Engr. Mohammed Alnass @ mobile 092 575 00 59



Thank you and we look forward to receiving your quotations.

IOM Libya Procurement



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

Deadline for the Submission	02 July 2023						
of Quotation	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> .						
Back and of Cubustanian	Overheitere growt he subgritted as falleres.						
Method of Submission	Quotations must be submitted as follows:						
	☐ E-tendering ☐ Email						
	☐ Courier / Hand delivery						
	□ Other						
	Bid submission address: iomlibyaproposal@iom.int						
	■ File Format: PDF						
	File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.						
	<ul> <li>All files must be free of viruses and not corrupted.</li> </ul>						
	<ul> <li>Max. File Size per transmission: 25 MB</li> </ul>						
	<ul> <li>Mandatory subject of email: RFQ LY23- 4200476249</li> </ul>						
	<ul> <li>Multiple emails must be clearly identified by indicating in the subject line</li> </ul>						
	"email no. X of Y", and the final "email no. Y of Y.						
	<ul> <li>It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> </ul>						
	<ul> <li>The proposer should receive an email acknowledging email receipt.</li> </ul>						
Cost of preparation of	IOM shall not be responsible for any costs associated with a Supplier's preparation						
quotation	and submission of a quotation, regardless of the outcome or the manner of						
Continue to the found of	conducting the selection process.						
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the						
	UN. The Code of Conduct, which includes principles on labour, human rights,						
	environment and ethical conduct may be found at: Supplier Code of Conduct						
	(ungm.org).						
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest,						
	by disclosing to UN if you, or any of your affiliates or personnel, were involved in the						
	preparation of the requirements, design, specifications, cost estimates, and other						
General Conditions of	information used in this RFQ.  Any Purchase Order or contract that will be issued as a result of this RFQ shall be						
Contract	subject to the IOM General Conditions of Contract for provision of						
	goods/services/transportation/medical services available at						
	https://www.iom.int/do-business-us-procurement.						
Eligibility	Bidders shall have the legal capacity to enter into a binding contract with IOM and to						
	deliver in the country, or through an authorized representative.						
	- Valid Company registration documents in Libya						
	- Bank information. Bidders shall have company bank account in USD or EUR						
	and shall confirm to accept payments using IOM rate on the date of payment;						
	- Singed and stamped Code of conduct						
	- Completed VIS (Vendor Information Sheet)						
	- Signed and stamped DOC (Declaration for Conformity)						
Currency of Quotation	Quotations shall be quoted in USD.						
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except						
	charges for public utility services, and is exempt from customs restrictions, duties,						
	and charges of a similar nature in respect of articles imported or exported for its						



	official use. All quotations shall be submitted net of any direct taxes and any other
	taxes and duties, unless otherwise specified below:
	All prices shall:
	☐ be inclusive of VAT and other applicable indirect taxes
	□ be exclusive of VAT and other applicable indirect taxes
Language of quotation and	English only
documentation including	Lightionly
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catalogues, instructions and	
operating manuals	
Documents to be submitted	Bidders shall include the following documents in their quotation:
	☐ Annex 2: Quotation Submission Form duly completed and signed
	☐ Annex 3: Technical and Financial Offer duly completed and signed and in
	accordance with the Schedule of Requirements in Annex 1
	☐ Other: Eligibility requirements
Quotation validity period	Quotations shall remain valid for 60 days from the deadline for the Submission of
quotation famility period	the Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any
i lice variation	
	other market factors shall be accepted at any time during the validity of the
	quotation after the quotation has been received.
Partial Quotes	
	☐ Permitted
Payment Terms	
	submission of payment documentation.
	□ Other
Contact Dougen for	
Contact Person for	Focal Person: IOM Libya Procurement
correspondence,	E-mail address: iomlibyaproposal@iom.int
notifications and	
clarifications	
Clarifications	Requests for clarification from bidders will not be accepted any later than 2 days
	before the submission deadline. Requests for clarification will be communicated to
	and not later than 30 June 2023
Evaluation method	☑The contract will be awarded to the lowest price (most responsive bids) and
	technically compliant bidders.
Evaluation criteria	☑ Full compliance with all requirements as specified in Annex 1
	☐ Full acceptance of the General Conditions of the Contract
	☐ Comprehensiveness of after-sales services
	☐ Earliest Delivery /shortest lead time
	☑Others The technical proposals of Service Providers shall be evaluated based on
	the PASS/FAIL criteria
Right not to accept any	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
quotation	
Right to vary requirement at	At the time of award of Contract or Purchase Order, IOM reserves the right to vary
time of award	(increase or decrease) the quantity of services and/or goods, by up to a maximum
	25% of the total offer, without any change in the unit price or other terms and
	conditions.
Type of Contract to be	Purchase Order for Goods
awarded	
awaiucu	
	02 August 2023
Expected date for contract	02 August 2023
Expected date for contract award.	
Expected date for contract award.  Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
Expected date for contract award.	This RFQ is conducted in accordance with Policies and Procedures of IOM  IOM is encouraging all suppliers to register at the United Nations Global Marketplace
Expected date for contract award.  Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM  IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="https://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if
Expected date for contract award.  Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM IOM is encouraging all suppliers to register at the United Nations Global Marketplace



	prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.
Other	Vendors shall register themselves in IOM Libya Vendor Registration system by following this link: https://lb-p-vendorportal.azurewebsites.net/.  Vendors that are registered with IOM Libya shall indicate their IOM vendor number in their application as well.  Quotations without confirmation on registry to IOM Libya Vendor System (link above) may be rejected."



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

**Technical Specifications for Goods and Works:** 

## **Delivery Requirements**

Delivery Requirements					
Delivery date and time	Bidder shall deliver the goods and services ASAP after Contract signature.				
Delivery Terms (INCOTERMS 2020)	At Delivered Place				
	☑ Not applicable				
Customs clearance	Shall be done by:				
(must be linked to	☐ Name of organisation				
INCOTERM	☐ Supplier/bidder				
	☐ Freight Forwarder				
Exact Address(es) of					
Delivery Location(s)	Al Nasariya Primary health Care center in Sabha				
Distribution of shipping	NA NA				
documents (if using					
freight forwarder)					
Packing Requirements	NA				
Training on Operations and Maintenance	NA				
Warranty Period	1-year Warranty is required for the works provided				
After-sales service and local service support requirements	NA				
Preferred Mode of Transport	NA				
Other information	Only authorized bidders in this field may submit a quote.				



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

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

Name of Bidder:	
RFQ reference:	Date:

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

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

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

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

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



Yes	No	
		Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
		On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
		On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
		On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct.">https://www.ungm.org/Public/CodeOfConduct.</a>
		It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
		On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
		IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.
Signatu	re:	
Name:		
Title:		

Date:

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

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

Name of Bidder:								
RFQ reference:				Date	:			
Technical Offer  Provide the following:								
- a brief descript	ion of your qualification an	d capacit	y that is	relevant	to th	e Scope	of Works;	
Financial Offer								
	Description of Works			иом	(	Qty	Unit Price	Total Price
	lation of Prefab unit					1		
Please see attach	ned BoQ							
			Total					
Compliance with Require	rements							
					You	Respo		
		Yes, we		No, we canno comply	t	If you	cannot comp counter pr	ly, pls. indicate oposal
Delivery Lead Time							e provide the o	· · · · · · · · · · · · · · · · · · ·
Validity of Quotation						Pleas Quot		Validity of the
Payment terms								
Other requirements [p.	ls. specify]							
I, the undersigned, cer the quotation is accept	tify that I am duly authoriz ed.	ed to sign	n this qu	otation a	nd bi	ind the	company belo	ow in event that
Exact name and addres	ss of company		Author	rized Sign	ature	e:		
Company Name			Date:					
Address:			Name:					
Phone No.:			Signate	•	of Au	uthoris	ed	
Email Address:			Email A	Address:				

	Project Title: Supply an	d installa	ition Pre	fabs in Al N	Nasariya PHC					
Locatio	ocation of Project: Sabha-Alnasryia									
Projec	Project Time Frame: 45 Days									
	DESCRIPTION	الكمية .QTY	UNIT الوحدة	UNIT Price(\$) سعر Material and Labours الوحدة	TOTAL Price السعر Material and الاجمالي Labours	بيان الاعمال	<i>و</i> ئ			
1	Excavation and backfilling works					اعمال الحفر والردم	1			
1.1	Leveling site, the work includes: - leveling the site, including excavation, backfilling works within ± 50 cm, adjusting the levels, compaction and spraying water according to the standard & instructions of the supervising engineer.	166	M2			أعمال تسوية الموقع والعمل يشمل الثاني: - تسوية الموقع شامل اعمال الحخر والردم في حدود ±50 سم مع ضبط المناسبب المطلوبة والدك جيداً بالدكاك الميكانيكي و الرش بالمياه حسب أصول الصناعة وتعليمات المهندس المشرف.	1.1			
2	Civil WORKS					الاعمال المدنية	2			
2.1	Supply and implementation of ordinary concrete with a breaking stress of 25N / mm2, thickness of 15 cm, for the sidewalks and floor, and the price includes smoothing and leveling the surface and the work of expansion spaces, in accordance with technical specefication and instructions of the supervising engineer.	80	M2			توريد وتنفيذ خرسانة عادية بإجهاد كسر 25 نيوتن/مم2، وسمك 15 سم، لزوم الأرصفة، ، و السعر شامل تتميم و تسوية السطح وعمل فواصل التمدد، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.1			
2.2	Supply and implementation of reinforced concrete for the building foundations with a thickness of not less than 15 cm and breaking stress of 25 N / mm2, and reinforcing iron weighing 80 kg / m 3, according to the approved specifications,accordance with technical specification and instructions of the supervising engineer	88	M2			توريد وتنفيذ خرسانة مسلحة لزوم اساس الميتي بسمك لايقل عن 15 سم وبإجهاد كسر 25 تيوتن/مم2، وحديد تسليح بنسبة 80 كجم/م3، وفق المواصفات المعتمدة، وذلك حسب الأصول الفنية و تعليمات المهندس المشرف.	2.2			
3	Floors and walls tiles works Works					اعمال البلاط والسيراميك و تكسبة الحوائط	3			
3.1	Supply and installation of ceramic tiles for floors Spanish anti-slip first class according to specifications and technical assets and the adoption of the sample from the supervising engineer.	80	M2			توريد وتركيب بلاط سيراميك للأرشيات إسباني مانع للإنزلاق درجة أولى طبقاً للمواصفات والأصول الفنية واعتماد العينة من المهندس المشرف.	3.1			
3.2	Supply and installation of Formica sheets 5 mm thick for bathroom walls. The price includes installation with aluminum sheets, with required size, sample approval from the supervising engineer, and installation according to technical principles.	27	M2			توريد وتركيب صفائح من الفورمايكا سمك 5ملم لزوم حوالتط دورات المياه والسعر شامل التثبيت بصفائح الالموتيوم، بالمقاس المطلوب واعتماد العينة من المهندس المشرف، والتركيب حسب الأصول الفنية.	3.2			
3.3	Supply and installation of a 10 cm wide, 1 cm ceramic according to the approved sample according to the technical regulations and instructions of the supervising engineer.	94	Lin.m			توريد وتركيب وزره سوراميك عرض 10 سم، سمك 1سم، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.3			
3.4	Supply and installation of a marble counter for the laboratory measuring 900 x 70 x 3 cm, of Italian type, Carrara white, with marble legs installed with all needed to finish the works ,according to the technical specifications and supervising engineer's instructions.	9	Lin.m			توريد وتركيب طاولة رخام لزوم المختبر. بمقاس 900×70×3سم من النوع الإيطالي أبيض كرارة، مع التثبيت بقواتم رخامية و الحليات وكل مايلزم لنهو العمل حسب الأصول القنية وتعليمات المهندس	3.4			
4	Doors, Windows and Metal works and Installation of prefaba					اعمال الابواب والنوافذ وتركيب المباني مسبقة الصنع	4			
4.1	Supply and installation of prefabricated buildings of Sandwich Panels( With 3 meter high) for walls & roof (See Attached DWG), the work including:  - Supplying and installing the main metal structure of the building and the work, including installing metal corners and fixing them to the floor with screws, painting works, installing metal corners for finishing with walls to prevent rainwater leakage, installing rainwater gutters and all accessories.  - Supplying and installing sandwich panels for the walls and celling, including the metal structure, good fixing of the building, and implementing all necessary precautions to prevent water leakage.  - According to the approved sample and instructions of the supervising engineer.	80	M2			توريد وتركيب مبائى من الواح الساندونش لزوم المبني (بارتفاع 3 مثر ) كما موضح بالمخطط الهندى المرفق بالمقابسة والعمل يشمل :- "وريد وتركيب الروايا المعدنية وتثبيتها المعدنية وتثبيتها المعدنية بوالرغي واعدال القلال و تركيب ازواء بعدنية لزوم الشطاسي مع الحوائط لمنع تمرب مراه الاحطار وتركيب مزاريب لتصريف مياه الاحطان وجميع الإكسوارات. " وتريد وتركيب الواح من السندونش لزوم الحوائط والسقف العمل أمثل الهيكيل المعدني والتثبيت الحيد للميني اللازمة وتنفيذ جميع الاحسان اللازمة لمنع تسرب المياه وذلك حسب العينة المعتمدة وطبقا للاصول الفنية وتعليمات المهتدس المشرف.	4.1			
4.2	Supply and installation of a canopy of metal strips 3 mm thick and 4 meters high, fixed to metal poles 7 cm *7 cm thick with a thickness of 2 mm (2 columns) and metal strips with a thickness of 3 mm and a width of 31 cm, including all metal sectors, connections, paints and everything necessary to complete the work, according to the approved sample and instructions Supervising engineer	16	M2			توريد وتركيب مظلة من الشرائح المعدنية سمك 3 ملم بارتفاع 4 مثر ، مثبتة بأعمدة معدنية 7سم * 7 سم بسمك 2 ملم ( 2 اعمدة) وشرائح معدنية بسمك 3 ملم وعرض 311سم شاملا جميع القطاعات المعدنية والوصلات والدهانات وكل ما يلزم لنهو العمل وذلك حسب العينة المعتمدة وتعليمات المهتدس المشرف	4.2			
4.3	Supply and installation of P.V.C doors (white) including locks and hardware from an approved sample to be installed in accordance with the technical regulations and instructions of the supervising engineer.	16	M2			توريد و تركيب أبواب من مادة P.V.C (أبيض )، من مجاميعه شاملاً الأقفال الحلوق والخرداوات من الفرع الممتاز وكل مايلزم لنهو العمل ، طبقاً للأصول الفنية وتعليمات المهندس المشرف .	4.3			
4.4	Supplying and installing white PVC windows, according to the approved sample. The price includes all that is necessary for the work to complete, in accordance to the technical principles and instructions of the supervising engineer.	7.4	M2			توريد وتركيب شبابيك من PVC الأبيض من عينة معتمدة والسعر شامل كل مايلزم لنهو العمل وذلك طبقاً للاصول الفنية وتعليمات المهندس المشرف.	4.4			
4.5	Supply and installation of suspended ceiling from aluminium panels (60x60) cm, as approved sample and according to technical specifications and engineer instructions.	80	M2			توريد وتركيب الأسقف معلقة من شرائح الالمونيوم ( 60*60 سم ) وفق للعينة المعتمدة، وطبقا لتعليمات المهندس المشرف.	4.5			
5	Water and Sanitation works					اعمال المياه والتصريف	5			
5.1	Supply and installation of P.P.R pipes with a diameter of 0.5 inches including the connections and necessary for the completion of work in accordance with the technical regulations and instructions of the supervising engineer.	30	Lin.m			توريد وتركيب مواسير P.P.R. بقطر O.S يوصة شاملاً الوصلات وما يلزم لنهو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.1			

5.2	Supply and installation of 3/4 " P.P.R pipes, including fittings, and all necessary work in accordance with the technical regulations and instructions of the supervising engineer.	35	Lin.m	توريد وتركيب مواسير P.P.R بقطر 3/4 يوصة شاملاً الوصلات وما يلزم لنهو العمل طبقاً للأصول القنية وتعليمات المهتدس المشرف.	5.2
5.3	Supply and installation of 1 " P.P.R. pipes, including fittings, and all necessary work in accordance with the technical regulations and instructions of the supervising engineer.	50	Lin.m	توريد وتركيب مواسير P.P.R بقطر 1 يوصة شاملاً الوصلات وما يلزم لنهو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.3
5.4	Supply and installation of hand wash basins, of excellent Steel type complete with siphon, mixer and all necessary for the completion of work, as required, according to the approved sample and in accordance with the technical regulations and instructions of the supervising engineer.	1	No	توريد وتركيب حوض غسيل من نوع ستيل ممتاز، شاملاً الخلاط والسيفون، وكل مايلزم لنهو العمل باشكل المعلوب، وذلك حسب العينة الممتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.4
5.5	Supply and installation of hand wash basins, of excellent type complete with siphon, mixer and all necessary for the completion of work, as required, according to the approved sample and in accordance with the technical regulations and instructions of the supervising engineer.	2	No	توريد وتركيب أحواض غسيل الأيدي ، من النوع الممتاز كاملاً ممجاميعه مع السيفون والخلاط وكل مايلام أنهو الممل بالشكل المطلوب، و حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.5
5.6	Supply and installation of ground siphon of excellent type, including the cover to be of iron coated with chromium and two layers of size not less than 15 × 15 cm, necessary for bathrooms, kitchen and outdoor basin and all necessary to finish the work as required, according to technical regulations and instructions of the supervising engineer.	2	No	توريد وتركيب سيفون أرضي من النوع الممتاز، شاملاً الفطاء على أن يكون من الحديد المطلي بماذة الكروم ومن طبقتين بمقاس لا يقل عن 15 ×15 سم، لزوم الحمامات وكل مايلزم لنهو العمل بالشكل المطلوب، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.6
5.7	Supply and installation of 2-inch P.V.C pipes and pressure of 10 bar, including all necessary for the completion of work, for the need for sewage drainage line, and in accordance with technical regulations and instructions of the supervising engineer.	8	Lin.m	توريد وتركيب مواسير P.V.C قطر 2 بوصة وضغط 10 بار، شاملاً كل مايلزم لنهو المعلى، لزوم خط تصريف مياه المجاري، وطبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.7
5.8	Supply and installation of pipes made of P.V.C with a diameter of 4 inches and a pressure of 10 bar, for the need to drainage sewage, and the price including the connections and everything necessary for the completion of work, according to technical regulations and instructions of the supervising engineer.	3	Lin.m	توريد وتركيب مواسير مصنوعة من P.V.C ويبقطر 4 بوصة وضغط 10 بار، لزوم تصريف مياه المجازي، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.8
5.9	Supply and installation of pipes made of P.V.C with a diameter of 6 inches and a pressure of 10 bar, for the need to drainage sewage, and the price including the connections, excavation and backfilling and everything necessary for the completion of work, according to technical regulations and instructions of the supervising engineer.	30	Lin.m	توريد وتركيب مواسير مصنوعة مركب P.V.C و وقطر 6 بوصة وضغط 10 بار، لزوم تصريف مياه المجازي شاملاً اعمال الحفر والردم وكل مايلزم لنهو الممل، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.9
5.10	Supply and installation of an Italian electrical water heater with a capacity of at least 80 liters of an excellent type, including what is necessary for the work, according to the approved sample and in accordance with the "technical principles and instructions of the supervising engineer.	2	No	توريد وتركيب سخانة مياد كهربائية سعة 80 لتر على الأقل من نوع ممتاز، حسب العينة المعتمدة وشاملاً مايلزم لتهو العمل طبقاً"، للأصول القنية وتعليمات المهندس المشرف.	5.10
5.11	Supply and install occidental toilets of excellent type complete with siphon and centrifuge box, with a capacity of at least 10 liters according to the approved sample and according to the technical rules and instructions of the supervising engineer.	2	No	توريد وتركيب شطافة من نوع ممتاز مصنوعة من النحاس المطلي بعادة الكروم، لزوم الحمامات، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.11
5.12	Supply and installing mirrors for toilets, and installation accordance to the technical principles and instructions of the supervising engineer.	2	M2	توريد وتركيب مرايا لزوم دورات المياه وتركب طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.12
5.13	Supply and install occidental toilets of excellent type complete with siphon and centrifuge box, with a capacity of at least 10 liters according to the approved sample and according to the technical rules and instructions of the supervising engineer.	1	No	توريد وتركيب مرحاض إفريجي كاملاً مما جميعه مع صندوق الطرد بسمة لاتقل عن 10 لتر، حسب العينة المعتمدة وكل مايلزم لنهو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.13
5.14	Supply and install oriental toilets of excellent type complete with siphon and centrifuge box a capacity of at least 10 liters, with stainless steel handle according to the approved sample and according to the technical rules and instructions of the supervising engineer.	1	No	توريد وتركيب مراحيض افرنجي من النوع الممتاز كاملة ممجاميعه مع السيفون وصندوق مع عمل مقابض من الستانلستين وصندوق الطرد، بسعة 10 لتر على الأقل و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.14
5.15	Supply and installation of a water tank capacity of 2 cubic meters of P.V.C material including electric buoy and all necessary for the completion of work in accordance with the technical regulations and instructions of the supervising engineer.	1	No	توريد وتركيب خزان مياه سعة 2 متر مكعب من مادة P.V.C شاملاً الموامة الكهريائية وكل مايارم لنهو العمل طبقاً للأصول القنية وتعليمات المهندس المشرف.	5.15
5.16	Supply and installation of Italian-made water pump, excellent type according to the approved sample and the power of 1/2 hp, and the price includes the installation of Automatic and installed in accordance with technical regulations and instructions of the supervising engineer.	1	No	توريد وتركيب مضخة مياه إيطالية الصنع، نوع ممتاز طبقاً للعينة المعتمدة وبقوة 1/2 حصان ، مع اتوماتيك كهرباكا يتركب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.16
5.17	Supply and installation of Italian-made water pump, excellent type according to the approved sample and the power of 1 hp, accordance with technical regulations and instructions of the supervising engineer.	1	No	توريد وتركيب مضخة مياه إيطالية الصنع، نوع ممتاز طبقاً للعينة المعتمدة وبقوة 1 حصان شاملا الموامة الكهربائية، تركب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.17
5.18	Supply and installation of water locking valves for P.P.R. pipes with diameters 1/2, 3/4, 1 inch, according to the approved sample, technical procedures and the instructions of the engineer.	6	No	توريد وتركيب محابس لقفل المياه لمواسر P.P.R بأقطار 1/2 ، 1/4 ، 1 بوصة، طبقاً للعينة المعتمدة والأصول الفنية وتعليمات المهتدس الشرف.	5.18
5.19	Supply and work of a complete inspection room, measuring $60 \times 60$ cm, and the evaluation of a depth of 1 meter of cast iron weighing not less than 70 kg, according to the technical guidelines and instructions of the supervising engineer.	4	No	توريد وعمل غرفة تفتيش كاملة ممجامعيه، بقياس 60×60سم، وبمعمق 1متر شاملاً غطاء من الزهر لا يقل وزنه عن 70 كجم، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.19
6	Electrical works			الاعمال الكهربانية	6
6.1	Supply and laying copper electrical wires section 4mm2 insulated PVC PV 750 volts according to international specifications with the removal of old and assembled on site, accordance with technical regulations and instructions of the supervising engineer.	300	L.S	توريد و مد أسلاك كهربائية تحاسبة مقطعه 4 مم2 شعرية مرنة معزولة بمادة يي.قي.سي 750 فولت حسب المواصفات الماسية و المد بواسطة مواسير يي.قي.سي مدفونة داخل الحوائط و ذلك طبقا للاصول الفنية و تعليمات المهندس المشرق .	6.1
6.2	Supply and installation of LED lighting fixture (60 * 60 cm) of original European quality, according to the approved sample, and installed on the suspended ceiling according to the technical principles and instructions of the supervising engineer.	14	No	توريد و تركيب قاعدة إناروة (60*60 سم ) LED من نوعية أوربية أصلية وذلك حسب العينة النمعتمدة و تركب على السقف المعلق طبقاً للأصول الفنية و تعليمات المهندس المشرف .	6.2
6.3	Supply and installation of external wall lighting lantern first class of certified sample with LED 40 WATT and the price including everything necessary to complete the work in accordance with technical regulations and instructions of the supervising engineer.	5	No	توريد و تركيب فانوس أضاءة حائطي خارجي درجة أولى من عينة معتمدة ليد 40 وات و السعر شامل التوصيلات وكل ما يلزم لنهو العمل طبقاً للأصول الفنية و تعليمات المهندس المشرف .	6.3
6.4	Supply and installation of original electrical Double outlet first class 16 amp including land Price including installation of a power box P.V.C first class and everything necessary.	13	No	توريد وتركيب مخرح كهريائي زوجي أصلي درجة أولي 16 أمير شاملاً الأراضي السعر شامل تركيب علبة كهرباء P.V.C درجة أولي و التوصيلات وكل ما يلزم لنهو العمل .	6.4
6.5	Supply and installation of a lighting circuit with a single switch including the extension of individual copper wires flexible insulated PVC PVC inside strong plastic pipes for two outlets.	7	No	توريد وتركيب دائرة إنارة مع مفتاح فردي شاملاً مد الأسلاك الفردية نحاسية مرنة معزولة بال إي. في. سي داخل مواسير بلاستيكية قوية وذلك لمخرجين.	6.5

6.6	Supply and installation of main distribution wall electricity distribution board with differential switch four poles 100 amp and price including spacers to feed lighting, feces, air conditioners and water pumps.	1	No			توريد و تركيب لوحة توزيع كهرباء رئيسية حائطية التغذية مع مفتاح رئيسي تفاضلي أريعة أقطاب 100 أمير و السعر شامل الفواصل لتغذية الإنارة و البرايز والمكيفات و مضخات مياه	6.6	
6.7	Supply and installation of air conditioners of 12000 BTU power inverter, including the switch, connection wires, and all necessary works, according to the approved sample and the instructions of the supervising engineer.	5	No			توريد وتركيب مكيفات هواء قوة 12000 وحدة حرارية قطعتين انفيرتر شاملا المفتاح وأسلاك التوسيل وكل ما يازم لنهو العمل وذلك بحسب المينة المعتمدة طبقاً للأصول الفنية و تطبيعات المهندس المشرف .	6.7	
6.8	Supply and installation of guiding signs painted by golden color according to the approved sample.for the Entrances and halls , according to the supervising engineer's instructions.	8	No			توريد وتركيب لوحات الإرشادية المطلية باللون الذهبي حسب العينة المعتمدة لزوم المداخل والقاعات حسب العينة المعتمدة وتعليمات المهندس المشرف .	6.8	
6.9	Supply and install electrical copper cable 4*16 mm , inside buried pvc pipes with two layers of fine sand under and above the pipes with a thickness of 7 cm for each layer and then implementation ordinary concrete, according to the supervising engineer's instructions.	25	Lin.m			توريد وتركيب كيل كهرياقي نحاسي مقاس 4 * 16 مم داخل مواسير بي في سي مدفون بطبقتين من الرمل الناعم أسفل وفوق الأنابيب بسماكة 7 سم لكل طبقة ثم تنفيذ الخرسانة العادية حسب الاصول الفنية وتعليمات المهندس المشرف.	6.9	
6.10	Supply and installation of fire-extinguisher of 6 Kg weights, the work includes installation on wall.	3	EA			توريد وتركيب أسطوانات لإطفاء الحريق نوع بودر وزن 6 كيلو والعمل يشمل التثبيت .	6.10	
	Total COST in USD							
1	ALL THE CONSTRUCTION MATERIALS SHOULD BE BRAND NEW AND TESTED ACCORDING TO CONSTRUCTION WORKS  SPECIFICATIONS BY TSE AND INSTRUCTION OF SITE ENGINEER.				مشرف	جميع مواد الانشاء والصيانة يجب ان تكون جديدة ومعتمدة من المهندس الد		
2	IN CASE OF ANY DIFFERENCE BETWEEN BOQ AND DESIGNS, THE INSTRUCTION OF SUPERVISOR ENGINEER WILL PREVAIL.				بندس المشرف.	في حالة وجود أي اختلاف بين جداول الكميات والتصاميم ، سيتم تطبيق تعليمات المه		



Supply and installation prefab to Alnasriya PHC

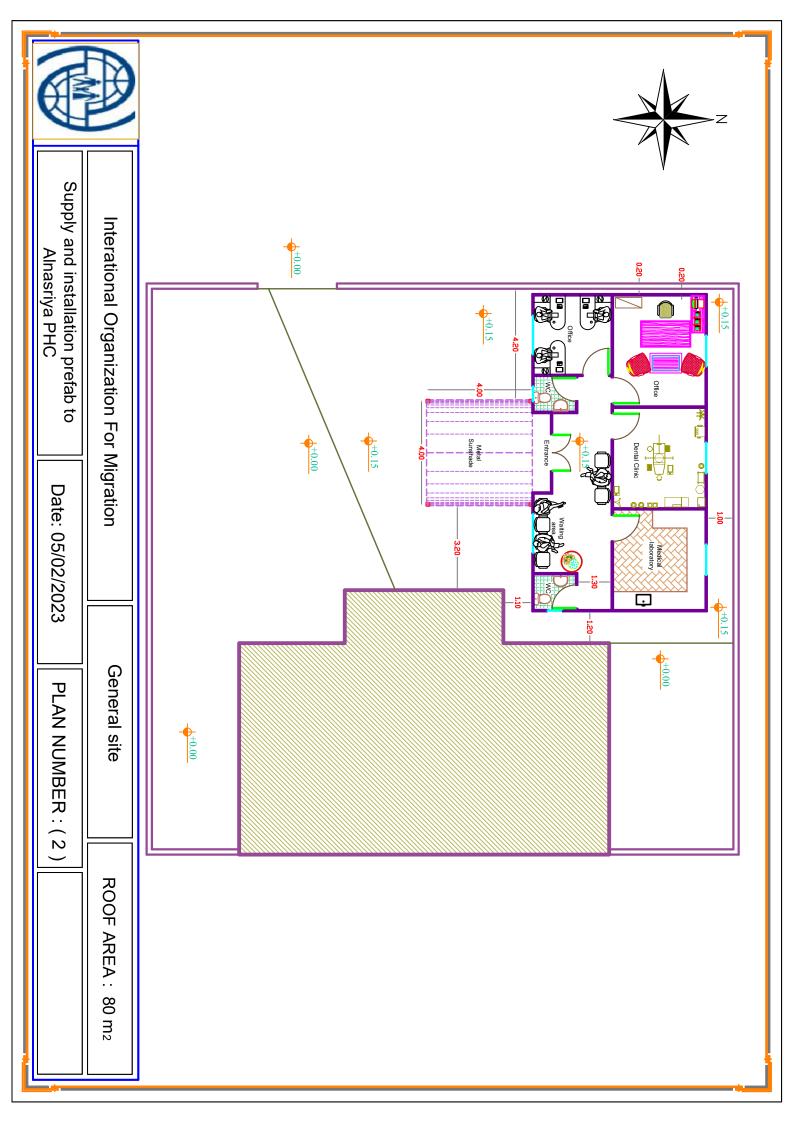
Date: 05/02/2023

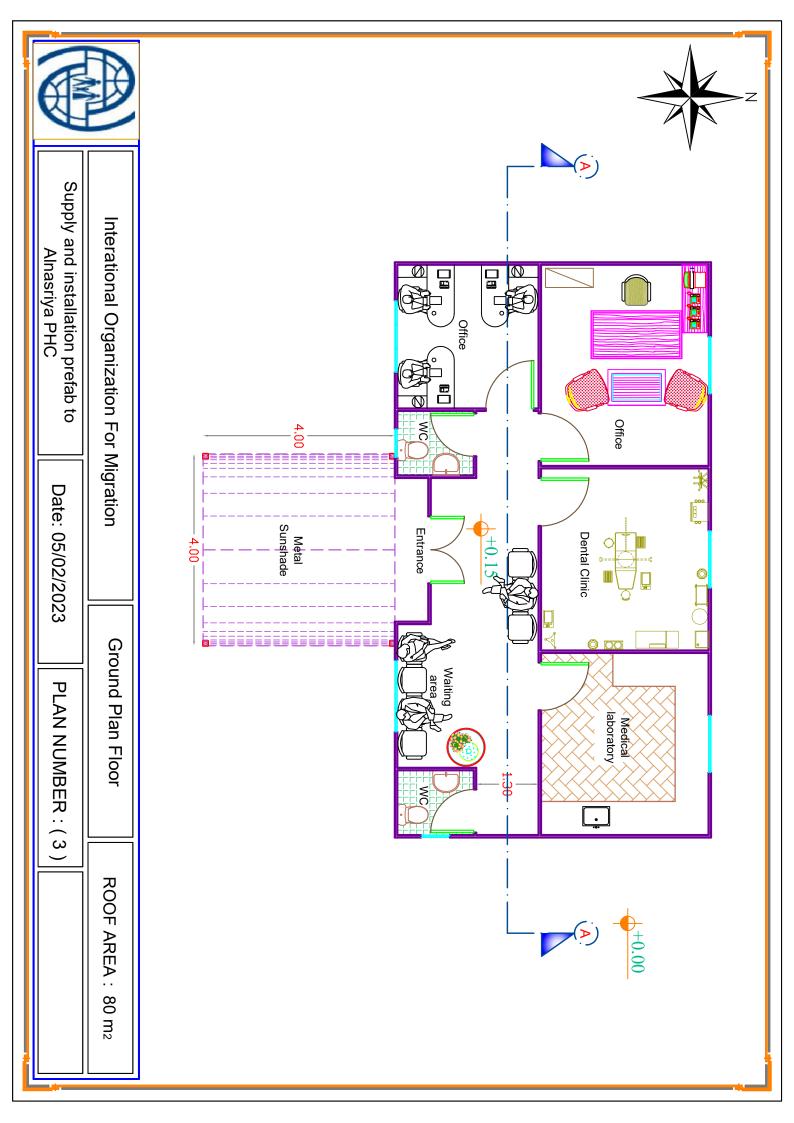
General site

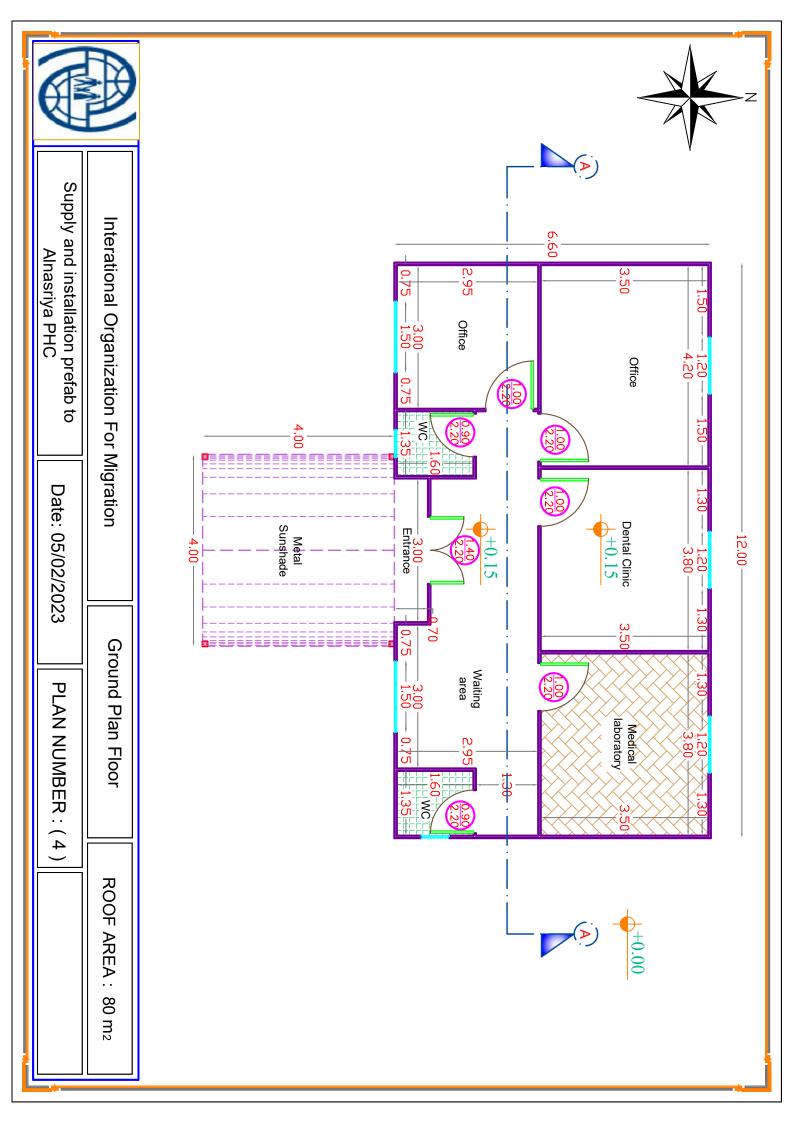
ROOF AREA: 80 m<sub>2</sub>

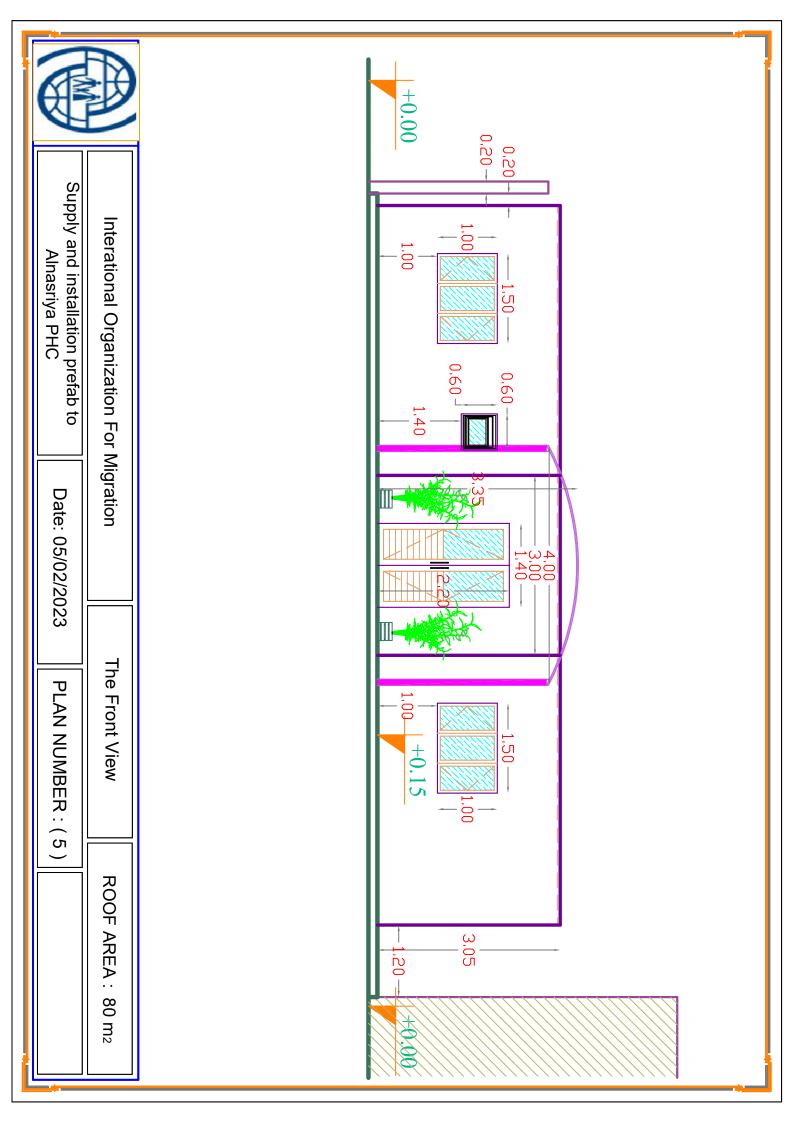
Interational Organization For Migration

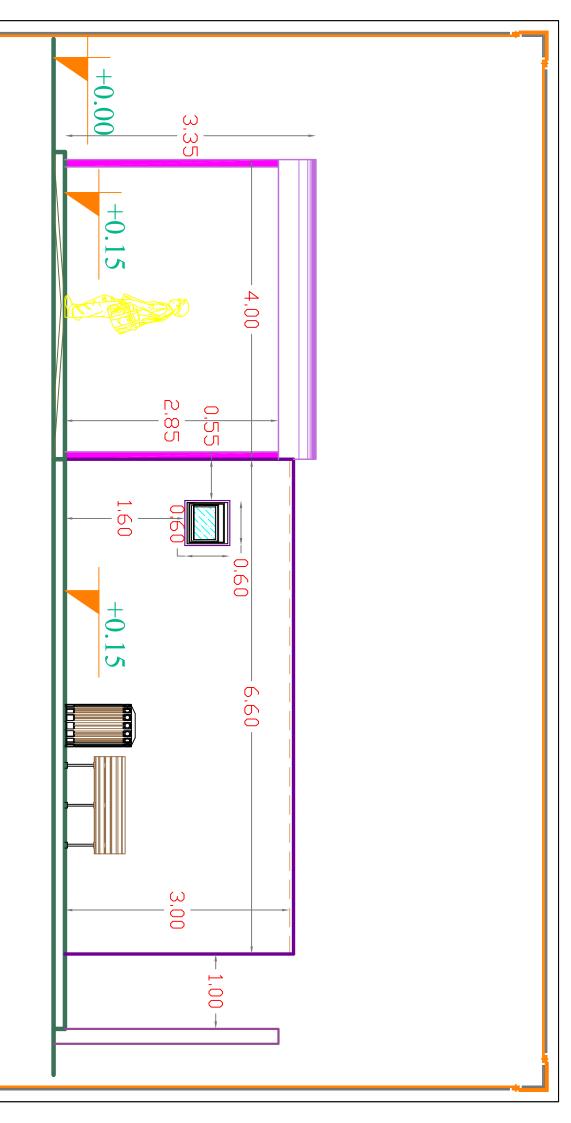
PLAN NUMBER: (1)













Interational Organization For Migration

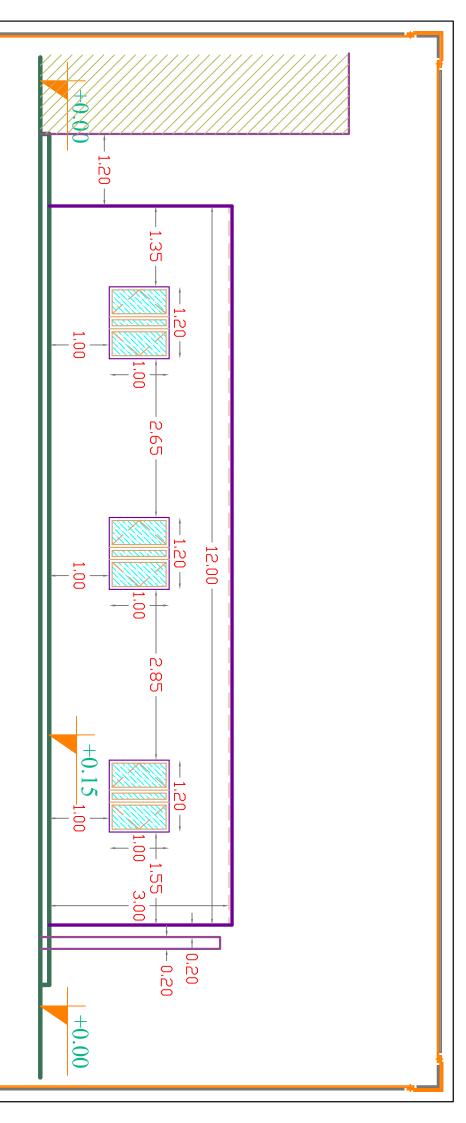
The Right View

ROOF AREA: 80 m<sub>2</sub>

Supply and installation prefab to
Alnasriya PHC

Date: 05/02/2023

PLAN NUMBER: (6)





Interational Organization For Migration

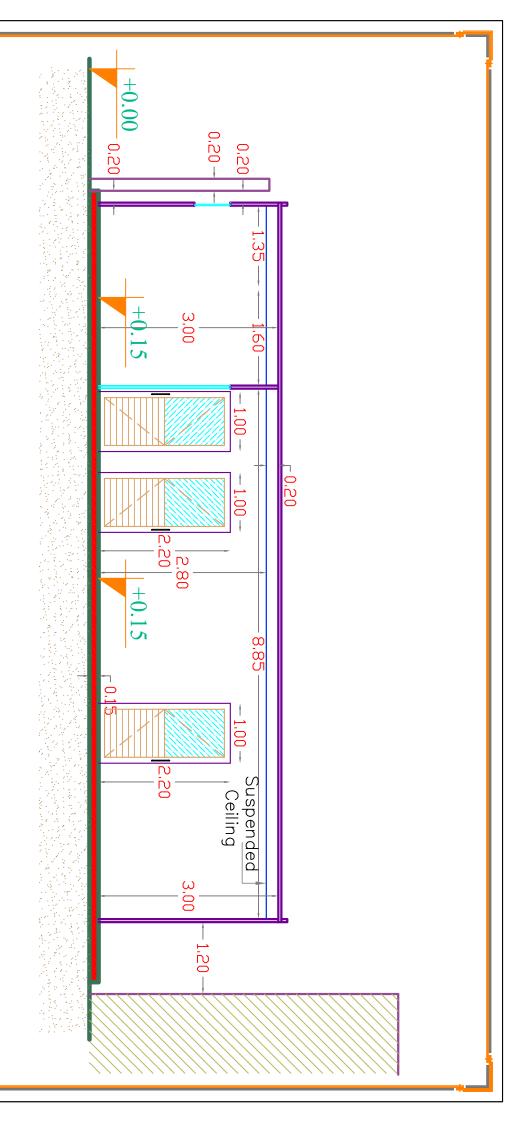
The Back View

ROOF AREA: 80 m<sub>2</sub>

Supply and installation prefab to Alnasriya PHC

Date: 05/02/2023

PLAN NUMBER: (7)





Interational Organization For Migration

Supply and installation prefab to
Alnasriya PHC

Date: 05/02/2023

Section (A-A)

ROOF AREA: 80 m<sub>2</sub>

PLAN NUMBER: (8)



### VENDOR INFORMATION SHEET

			Vendor No. Internal to IOM
egistered Vendor Name*:			internal to low
ther Names/Acronyms			
ddress*			
House No			
Street Name			
ZIP/Postal Code*			
City* Region*			
Country*			
ontact Information			
Company Tel/Mobile:		Contact Person:	
Company Mahaita		Contact Person Position	
Company Website:			
dustry Category*: 0100 - Commerc	ial Vendors	0500 - Internation	nal Organizations - Non-UN
0200 - National C		0600 - UN entities	•
0300 - National 0	Sovernment Entities	0005 - Individual	Consultant/Non-Staff
0400 - Internation	nal CSOs	<u> </u>	
			Notes All fields marked with * are mandatory. The form
usiness Type*: Direct Producer/l	•		may be returned if mandatory fields are
Reseller/Distribu	tor/Service Provider		missing/incorrect or in the wrong format (esp, Zipcode).
ovide Services/Goods Internationally*	Yes	No	Vendor Name - should match IDs or registration documents.
sability-inclusive*	Yes	Not applicable	If there is insufficient space, please use the Other
omen-owned/controlled*	At least 51%	women-owned/controlled	Information section
00		% women-owned/controlled	d
	Not applicable	е	
oduct Categories (check all applicable)*			
Agriculture, Livestock and Fisheries	Fuels and Derivatives	Legal and Investiga	
Chemicals	Furniture	Logistics and War	Quality Control and Envilor
Clothing and Luggage  Construction	Hospitality, Events Insurances	Media and Printing  Medical, Drugs and	Coodiny
Consultancy and Contracted Services	IT and Communications	NFIs – Household	
Finance and Administration	Land and Buildings	Office Equipment	and Supply Tools and Machinery
Food and Beverage	Learning, Training and Re	creation Personal Care	Vehicles and Accessories
NGM No.		https://www.ungm.org	a/UNUser/Home
N Partner Portal Reference		https://www.unpartner	
egistration Date		Main Country of Oper	rations (dd-mmm-yyyy)
–			
censing Auth./Type or additional licenses, please use the Other Ir			Expiry Date:  dd-mmm-yyyy  dd-mmm-yyy
artner Entities (indicate if there are other rele			
Same entity registered in another office			
Parent company Subsidiaries/Branches			-
ther Information:			



Payment Details	Check** Cash** Others**
Payment Method* Bank Transfer  Justification for Non-Bank Payment Method**	Check** Cash** Others**
Notes	
Non-bank payment methods require justification.	d in order to avoid additional bank charges and/or delay in payments.
Bank Details (mandatory if Payment Method is via Bar	nk Transfer):
Bank Name	
Bldg and Street	
City	
Postal Code	
Country	
Bank Account Name	
Bank Keys	
Account Currency	
Bank Account No.	
Depending on the country	
Swift Code/BIC (accounts outside U.S.A.)	
IBAN Number (mandatory for banks in Europe)	
Clearing No. (CHF accounts in Switzerland)	
ABA No. for ACH (USD accounts in U.S.A.)	<u>-</u>
Bank Branch Code	
Notes	
If there are multiple bank accounts, please add an extra	sheet, and mark the default bank account
ii alore are malapie baim accounte, prouce add an oxida	onest, and man are deficient associate.
varded please submit ID/Penistration signed IOM Su	pplier Code of Conduct and Proof of Banking Details to IOM
arded, please submit ID/Registration, signed IOM Su	pplier Code of Conduct and Proof of Banking Details to IOM
haveby partify that the information above are two and as	went I am also authorizing IOM to validate all alsimo with conserved authorities
nereby certify that the information above are true and col	rrect. I am also authorizing IOM to validate all claims with concerned authorities.
	_
Printed Name	Signature
Position/Title	



# **Code of Conduct for Suppliers**

# Field Procurement Unit Manila Administrative Centre, Manila Philippines

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

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

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

### **Policy on Corruption and Position on Conflict of Interest**

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

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

### **Representation from Suppliers**

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

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

Suppliers Code of Conduct



# **Code of Conduct for Suppliers**

# Field Procurement 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 Field Procurement Unit at email address <a href="mailto:fpu@iom.int">fpu@iom.int</a> or at:

Field Procurement Unit

28th Floor Citibank Tower

8741 Paseo de Roxas, Makati City 1226, Philippines

Suppliers Code of Conduct 2



# **Code of Conduct for Suppliers**

# Field Procurement Unit Manila Administrative Centre, Manila Philippines

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

#### **SANCTIONS**

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

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

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

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

Supplier:	
Address:	
Representative:	
Signature:	
Date:	

Suppliers Code of Conduct 3

F18.03



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

#### Headquarters

17 route des Morillon. C.P. 71, CH-1211 Geneva 19, Switzerland Tel.+ (41.22) 717-9111 Fax +(41.22) 798-6150

### Manila Administrative Support Office

25/F Citibank Tower, 8741 Paseo de Roxas, Makati, Philippines Tel. + (632) 848-1260 Fax +(632) 848-1257 PO No. Rev. No. Reference SAP PO No

PO Date Revision Date

PURCHASE ORDER									
Vendor's Details Ship/Deliver Purchased Goods/Services To:									
Deliver	y Schedule	Send Invoice To:							
Terms	of Payment	<u> </u>							
		Businet Budget							
No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total			
Sub-Toyes	otal (if any)								
Shippii	ng								
Insurai Discou	nce nt (if any)								
TOTA						-			
Vendo	Vendor's Acceptance Prepared by:								
	This is to certify that I fully read the terms and condtions of this Purchase Order								
requii	stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its  Date								
requii	requirements and fully comply with its terms and conditions.  I also further certify that I am authorized by my company to accept this Purchase Order Approved by:								
in its	behalf.	to accept tillo i alo		, 401	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
Sign Over Printed Name & Date Date									

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

#### 2. PO Identification

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

#### 3. Delivery

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

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

#### 5. Adjustments

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

#### 6. Packaging

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

#### 7. Inspection and Acceptance

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

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

c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

#### 8 Warranties

#### 8.1 Supplier represents and warrants that:

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

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(b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
(c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
(d) In all circumstances it shall act in the best interests of IOM;

- (e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof; (f) It has not misrepresented or concealed any material facts in the procuring of this PO;

- (g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
  (h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set

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

#### 8.2 The Supplier further warrants that:

(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prevent actual, actual actual

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

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

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

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person

engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

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

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

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

## expiration or termination of this Contract. 10. Termination and Reprocurement

10. Termination and Reprocurement

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

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

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM. 12. Audit

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

#### 13. Settlement of Dispute

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

14. Confidentiality

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

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

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization. 17. Assignment and Subcontracting

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

18. Waiver

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

19. Severability

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

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

#### Date: