

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200698581

Date: 19 June 2024

SECTION 1: REQUEST FOR QUOTATION for Procurement of furnitures for Sabratha training center, kitchen set and meeting room items.

International Organisation for Migration (IOM) kindly requests your quotation for goods/service as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letters.

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Please consider the following:

- Separate (signed and stamped technical & financial offers) required.
- Company's valid registration documents are required (license, Chamber of commerce & bank details)
- All companies who submit their offers must have a valid license that is compatible with the scope of work/service required, (vendors with no relevant experience profile will not be considered).
- Signed and stamped code of conduct, page 12,13,14. Required in case the company is not registered with IOM.
- Fill out the attached VIS, Signed and stamped, Attached Pages 10,11. Required in case the company is not registered with IOM.
- All payments will be made through bank transfer (Vendors who do not have Bank accounts will not be considered).
- Vendors must provide full information (pictures) of the products in their offers, offers with missing information / technical offer, will not be considered.

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

Thank you and we look forward to receiving your quotations.

Supply Chain Unit

IOM Libya Mission

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	<p>23 June 2024</p> <p>If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/</p>
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / Hand delivered.</p> <p><input type="checkbox"/> Other</p> <p>Bid submission address: iomlibyproposal@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 25MB ▪ Mandatory subject of email: RFQ 4200698581 "Company Name" ▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y." ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.
Cost of preparation of quotation	<p>IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.</p>
Supplier Code of Conduct	<p>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).</p>
Conflict of Interest	<p>UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.</p>
General Conditions of Contract	<p>Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement.</p>
Eligibility	<p>Bidders shall have the legal capacity to enter a binding contract with IOM and to deliver in the country, or through an authorized representative.</p>
Currency of Quotation	<p>Quotations shall be quoted in USD.</p>
Duties and taxes	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties,</p>

	<p>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:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes.</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
Language of quotation and documentation including catalogues, instructions, and operating manuals	English
Documents to be submitted	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed.</p> <p><input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p>
Quotation validity period	Quotations shall remain valid for 90 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted <i>(please specify, i.e., by LOTS only or by line item, etc)</i></p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p>
Contact Person for correspondence, notifications, and clarifications	<p>Focal Person: IOMLIBYAPROPOSAL@IOM.INT</p> <p>E-mail address: IOMLIBYAPROPOSAL@IOM.INT</p>
Clarifications	Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. Responses to request for clarification will be communicated IOMLIBYAPROPOSAL@IOM.INT by 20 June 2024
Evaluation method	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer.</p> <p><input type="checkbox"/> Other PO</p>
Evaluation criteria	<p><input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1</p> <p><input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract</p> <p><input type="checkbox"/> Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Earliest Delivery /shortest lead time</p> <p><input checked="" type="checkbox"/> Others <i>Experience and Qualification of the Company</i></p>
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and

	conditions.
Type of Contract to be awarded	Purchase Order for goods
Expected date for contract award	25 June 2024
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Details of Goods:

Item No	Minimum technical requirements	Unit	QTY
1	Stainless steel 4 burner gas stove with all accessories and pipes needed to be operated.	EA	1
2	Cooking gas cylinder 14-15 Kg meets Libyan standards with all accessories and pipes needed to be operated	EA	2
3	60 liter Heavy Weight Aluminium Stock Pot with cover, (please specify brand names offered as needed when evaluating the offers)	EA	2
4	Kitchen set includes 4 small pot with cover 5 -10 liter, 4 dozens of small knives, 6 dozens of spoons, 4 big size wooden spoon, 12 bowl big size stainless steel 16-20 cm width.	EA	1
5	Projector full set including installation	EA	1
6	white board 2*1.2 meter size	EA	3
7	Curtain CIDAR 1.8 Hight *1.4 Width.	EA	5
8	Smart Screen 55"	EA	1
9	Carpet for reception hall 24 square metres.	EA	24

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the services to exact address After PO signature.
Delivery Terms (INCOTERMS 2020)	Not applicable
Customs clearance (Must be linked to INCOTERM)	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	Sabratha training center /Libya.
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A
Training on Operations and Maintenance	N/A
Warranty Period	Please indicate the warranty period as applicable per lot items

After-sales service and local service support requirements	N/A
Preferred Mode of Transport	Other N/A
Other information	

ANNEX 2: QUOTATION SUBMISSION FORM

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

Name of Bidder:		
RFQ reference:	4200698581	Date: Click or tap to enter a date.

VENDOR INFORMATION SHEET¹

Please attach the latest vendor information sheet to be filled in and signed by the vendor (Annex B)

BIDDER'S DECLARATION OF CONFORMITY²

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise, and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules, and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.

¹ [Vendor Information Sheet.xlsx](#)

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

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

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3: TECHNICAL AND FINANCIAL OFFER – GOODS

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

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	RFQ 4200698581	Date: Click or tap to enter a date.

Technical Offer

As per Annex 3 in page 1

Financial Offer

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

Currency of Quotation: USD

Ref	Description	Unit	Qty	Unit Price	Total Price
1	Stainless steel 4 burner gas stove with all accessories and pipes needed to be operated.	EA	1		
2	Cooking gas cylinder 14-15 Kg meets Libyan standards with all accessories and pipes needed to be operated	EA	2		
3	60 liter Heavy Weight Aluminium Stock Pot with cover , (please specify brand names offered as needed when evaluating the offers)	EA	2		
4	Kitchen set includes 4 small pot with cover 5 -10 liter, 4 dozens of small knives , 6 dozens of spoons , 4 big size wooden spoon , 12bowl big size stainless steel 16-20 cm width	EA	1		
5	Projector full set including installation	EA	1		
6	white board 2*1.2 meter size	EA	3		
7	Curtain CIDAR 1.8 Hight *1.4 Width	EA	5		
8	Smart screen 55"	EA	1		
9	Carpet for reception hall 24 square metres.	EA	24		
				Total Price	
				Total Final and All-inclusive Price	

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Please mention delivery time (days)
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

<p><i>Exact name and address of company</i></p> <p>Company Name: Click or tap here to enter text.</p> <p>Address: Click or tap here to enter text. Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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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*:**
- | | |
|--|--|
| <input type="checkbox"/> 0100 - Commercial Vendors | <input type="checkbox"/> 0500 - International Organizations - Non-UN |
| <input type="checkbox"/> 0200 - National CSOs | <input type="checkbox"/> 0600 - UN entities |
| <input type="checkbox"/> 0300 - National Government Entities | <input type="checkbox"/> 0005 - Individual Consultant/Non-Staff |
| <input type="checkbox"/> 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 IDe or registration documents.

If there is insufficient space, please use the Other Information section

Product Categories (check all applicable)*

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

UNGM No. _____ <https://www.ungm.org/UNUser/Home>

UN Partner Portal Reference _____ <https://www.unodpimodal.org>

Registration Date _____ *Main Country of Operations (dd-mmm-yyyy)*

Licensing Auth./Type _____ **License No.:** _____ **Reg. Date:** _____ **Expiry Date:** _____

For additional licenses, please use the Other Information Section *dd-mmm-yyyy* *dd-mmm-yyyy*

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

Same entity registered in another office _____

Parent company _____

Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____

Justification for Non-Bank Payment Method** _____

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

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

Bank Name _____
 Bldg and Street _____
 City _____
 Postal Code _____
 Country _____
 Bank Account Name _____
 Bank Keys _____
 Account Currency _____
 Bank Account No. _____

*Depending on the country
 Swift Code/BIC (accounts outside U.S.A.) _____
 IBAN Number (mandatory for banks in Europe) _____
 Clearing No. (CHF accounts in Switzerland) _____
 ABA No. for ACH (USD accounts in U.S.A.) _____
 Bank Branch Code _____

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

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

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

 Printed Name

 Signature

 Position/Title

 Date

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 UN¹ 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.

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 – 9.²

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.

¹ 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.

² 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.³

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

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.⁵

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.⁶ 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.⁷

³These 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.

⁴This 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.

⁵These 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.

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

⁷These 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.⁸

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.⁹

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.

⁸These 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>).

⁹These 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)

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.