

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200762235

Date: 02 October 2024

### SECTION 1: REQUEST FOR QUOTATION (RFQ) for the WASH REHABILITATION OF GANFOUDA DC\_BENGAZI

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: Quotation Submission Form

Annex 2: Technical and Financial Offer

Annex A: Bill of Quantity (BOQ)

UN Supplier Code of Conduct

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using **Annex 1: Quotation Submission Form and Annex 2 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.

**Mandatory Site Visit on: 09 Oct 2024 at 11:00 AM. The site visit is mandatory and failure to attend will lead to automatic disqualification of the bidders.**

For disqualification and for any technical queries, please get in touch with Engineer:

1. Engineer: ELKIRGHALI Daeia , Mobile Phone: +218 944264878

Thank you and we look forward to receiving your quotations.

IOM Libya Supply Chain

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	<p><b>19-Oct-2024, 23:59 Libya time</b></p> <p>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>.</p>
<b>Method of Submission</b>	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering  <input checked="" type="checkbox"/> Email  <input type="checkbox"/> Courier / Hand delivery  <input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: <a href="#">Click or tap here to enter text.</a></li> <li>▪ Mandatory subject of email: <b>Company name and RFQ 4200762235</b></li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”.</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> </ul>
<b>Cost of preparation of quotation</b>	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.
<b>Supplier Code of Conduct</b>	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: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	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.
<b>General Conditions of Contract</b>	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 <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	<p><b>-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.</b></p> <p><b>-Bidders shall be certified for provision of service category requested in this RFQ.</b></p> <p>Contractors who are not registered with IOM shall provide the following documents along with their offer:</p> <ol style="list-style-type: none"> <li>1.Duly complete VIS</li> <li>2.Duly signed DOC</li> <li>3.Company Profile (indicating company commercial vision, product line, expertise, other capacities etc)</li> <li>4.Company Registration Certificate (Chamber of Commerce and/or relevant trade ministry and/or local govt)-all applicable ones</li> <li>5.Company's Articles of Association</li> <li>6.Company Organogram (with staff names and roles) or Staff List with names and designation</li> <li>7.Bank Account Letter</li> </ol>

	<p>8. Audited financial statements for the last two years or bank account statements for the company for the last one year. (one of two is mandatory)</p> <p>9. Tax certificate.</p> <p>10. other Commercial Clients' references (names, contact info, and project value)</p> <p>11. Declaration by the vendor for any other business with a different name</p> <p>12. Vendors Office/Business location</p> <p><b>failure to provide full mandatory documents will lead to automatic disqualification of the bidder.</b></p>
<b>Currency of Quotation</b>	Quotations shall be quoted in USD Currency
<b>Duties and taxes</b>	<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, 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>
<b>Language of quotation and documentation including catalogues, instructions and operating manuals</b>	English
<b>Documents to be submitted</b>	<p>Bidders shall include the following documents in their quotation:</p> <p><input checked="" type="checkbox"/> Annex 1: Quotation Submission Form duly completed and signed.</p> <p><input checked="" type="checkbox"/> Annex 2: Technical and Financial Offer with ANNEX A, duly completed and signed and in accordance with the Schedule of Requirements in Annex 2</p>
<b>Quotation validity period</b>	Quotations shall remain valid for 90 Days from the deadline for the Submission of Quotation.
<b>Price variation</b>	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.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted
<b>Payment Terms</b>	<p><input checked="" type="checkbox"/> 95% within 30 days after receipt of goods, works and/or services and submission of payment documentation. 5% of the agreement amount will be in hold for 3 months from works completion day. And will be released based on certificate of final completion of works (Retention period)</p> <p><input type="checkbox"/> Other <a href="#">Click or tap here to enter text.</a></p>
<b>Contact Person for correspondence, notifications and clarifications</b>	<p>Focal Person: IOM Libya Procurement</p> <p>E-mail address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a> by 23 June 2024
<b>Evaluation method</b>	<input checked="" type="checkbox"/> Technical Evaluation method of PASS/FAIL for the company technical offer and documents requested in Annex 2
<b>Evaluation criteria</b>	<p><input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 2</p> <p><input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract</p> <p><input checked="" type="checkbox"/> Comprehensiveness of after-sales services</p> <p><input checked="" type="checkbox"/> Earliest Delivery /shortest lead time</p> <p><input type="checkbox"/> Others (for ex, environmental criteria/considerations, etc)</p>
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order

<b>Right to vary requirement at time of award</b>	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.
<b>Type of Contract to be awarded</b>	Constructions Agreement
<b>Expected date for contract award.</b>	10 November 2024
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . 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: QUOTATION SUBMISSION FORM

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

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	<b>4200762235</b>	Date: Click or tap to enter a date.

#### BIDDER'S DECLARATION OF CONFORMITY<sup>1</sup>

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

<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		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 <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the 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 2: TECHNICAL AND FINANCIAL OFFER - SERVICES**

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

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	<b>4200762235</b>	Date: Click or tap to enter a date.

**Technical Offer**

***Bid evaluation criteria will be as follows. If any bidders did not attached following mandatory documentation, they will be disqualified from the bid.***

*Provide the following:*

- *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference (and company profile with past experience).*
- *a brief methodology, approach and implementation plan.*
- *team composition and CVs of key personnel for the project*
- *Works schedule for the project*
- *Proposed and equipment for the project*

**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 of Deliverables	Price
1.	WASH Rehabilitation of Ganfouda DC in Benghazi As stated in the ANNEX A (BOQ)	
<b>Total Price</b>		

**Compliance with Requirements**

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

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.</p> <p>Click or tap here to enter text.</p> <p>Phone No.: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>	<p>Authorized Signature:</p> <p>Date: Click or tap here to enter text.</p> <p>Name: Click or tap here to enter text.</p> <p>Functional Title of Authorised Signatory: Click or tap here to enter text.</p> <p>Email Address: Click or tap here to enter text.</p>
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**PROSPECTIVE VENDOR INFORMATION SHEET**

Vendor No.: \_\_\_\_\_  
(IOM Internal Use)

**Company Details**

Registered Vendor Name\*: \_\_\_\_\_  
 Tax Organization Type\*: Choose an item. \_\_\_\_\_  
 Supplier Type\*: Choose an item. \_\_\_\_\_  
 Company Web Site: \_\_\_\_\_  
 Tax Country\*: Choose an item. \_\_\_\_\_  
 Taxpayer ID/Tax Registration No\*: \_\_\_\_\_  
 Products and/or Services: Choose an item. \_\_\_\_\_

**Additional Information**

UNGM No.: \_\_\_\_\_  
 UNPP No.: \_\_\_\_\_  
 Is your Entity Women Owned?: Choose an item. \_\_\_\_\_  
 Is your Entity Disability Inclusive?: Choose an item. \_\_\_\_\_

Commitment to Antiracism: Choose an item.  
 Does your entity agrees with UN Supplier Code of Conduct: Choose an item.  
 Is the Bank Account Certificate added as attachment?: Choose an item.

**Address\***

Street Name and House No. \_\_\_\_\_  
 ZIP/Postal Code\* \_\_\_\_\_  
 City\* \_\_\_\_\_  
 Region\* \_\_\_\_\_  
 Country\* Choose an item. \_\_\_\_\_

**Contact Information for communications**

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

**IMPORTANT**

All fields marked with \* are mandatory.  
 The form will be returned if mandatory field/s is/are empty  
 The Vendor Name should match ID or registration documents

**Other Contacts**

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

First Name\*: \_\_\_\_\_  
 Last Name\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

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\*: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

List of attachments	
<input type="checkbox"/>	Taxpayer ID/Tax registration number certificate.
<input type="checkbox"/>	Business License
<input type="checkbox"/>	Id. of the owner
<input type="checkbox"/>	Signed UN Supplier Code of Conduct
<input type="checkbox"/>	Proof of women ownership share of the company
<input type="checkbox"/>	Evidence of commitment to anti-racism
<input type="checkbox"/>	Evidence of entity's disability inclusive policy
<input type="checkbox"/>	Other: _____

**SPEND AUTHORIZED SUPPLIER INFORMATION SHEET**

**Supplier Details**

Supplier's Name\*: \_\_\_\_\_  
 Supplier Number\*: \_\_\_\_\_

**Payment Details**

Payment Method\*:  
 Bank transfer  
 Check\*\*  
 Cash\*\*  
 Others\*\*: \_\_\_\_\_

**IMPORTANT**  
 All fields marked with \* are mandatory.  
 The form will be returned if mandatory field/s is/are empty  
 The Vendor Name should match ID or registration documents

\*\*If a Non-Bank Payment Method was selected, please provide justification:  
 \_\_\_\_\_

**Bank Details\* (This information is mandatory if payment method is via Bank Transfer)**

Bank Name\* \_\_\_\_\_  
 Address \_\_\_\_\_  
 City\* \_\_\_\_\_  
 Postal Code \_\_\_\_\_  
 Country\* \_\_\_\_\_  
 Bank Account Name\* \_\_\_\_\_  
 Account Currency \_\_\_\_\_  
 Bank Account Number \_\_\_\_\_

Swift Code/BIC (outside U.S.A.)	_____
IBAN Number	_____
Clearing Number (Switzerland)	_____
ABA No. for ACH (U.S.A.)	_____

Fill only the code that corresponds to your location\*

**NOTES**

Payment currency must be clearly indicated to avoid delays and additional bank charges

If the company has multiple bank accounts, indicate the default account this form and add an extra sheet with full information of other accounts

**PLEASE, FILL IN THE CONTACT INFORMATION ONLY IF IT NEEDS TO BE UPDATED IN THE SUPPLIER PROFILE**  
**Contact Information**

First Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

First Name: \_\_\_\_\_  
 Last Name: \_\_\_\_\_  
 Job Title: \_\_\_\_\_  
 Email\*: \_\_\_\_\_

Will this person have a role in Wave? Choose an item.  
 If yes, what will be that role? Choose an item.

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\*: \_\_\_\_\_  
 Job Title \_\_\_\_\_  
 Date \_\_\_\_\_

	List of attachments
<input type="checkbox"/>	Bank Account Certificate
<input type="checkbox"/>	Declaration of Conformity was signed in solicitation documents
<input type="checkbox"/>	Other: _____

## UN SUPPLIER CODE OF CONDUCT

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

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

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

### 1. Scope of Application:

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

### 2. Continuous Improvement:

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

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

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

### 3. Management, Monitoring and Evaluation:

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

#### Labour:

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

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

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

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

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

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

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

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

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

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

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

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

#### **Human Rights:**

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

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

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

#### **Environment:**

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

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

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

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

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

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

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

**Ethical conduct:**

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

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

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

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

**Contacts:**

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

## ANNEX A BILL OF QUANTITIES (CIVIL WORKS )

WASH/REHABILITATION OF GANFOUDA DC

Location: BENGHAZI

م.ر	بيان الاعمال	TOTAL Price السعر الاجمالي	UNIT Price(\$) سعر الوحدة	QTY. الكمية	UNIT الوحدة	DESCRIPTION
<b>1</b>	<b>أعمال التغذية والعرف الصحي</b>					<b>WATER SUPPLY AND SANITARY WORKS</b>
1.1	توريد وتركيب خلاط شطاف للمرحاض وتركيب الصمامات والأكواع وكل ما يلزم من مواد وادوات للتشغيل طبقاً للمعينة المعتمدة والعمل يشمل إزالة المعدات التالفة.			48.00	PCS	Supply and installation of a toilet seat with a bidet system, installation of valves, elbows, and all necessary materials and tools for operation according to the approved sample.
1.2	توريد وتركيب خلاط حمام دوش طبقاً للمعينة المعتمدة والعمل يشمل إزالة المعدات التالفة.			48.00	PCS	Supply and installation of shower mixer according to the approved sample and the instructions of the supervising engineer.
1.3	توريد وتركيب خلاط حوض البدين (حنفية) وجميع التركيبات والصمامات والأكواع والعمل يشمل إزالة المعدات التالفة وفقاً لتعليمات مهندس المنظمة الدولية للهجرة.			48.00	PCS	Supply and installation of hand basin mixer (faucet) and all fittings, valves, elbows and everything required to complete the work as per IOM engineer.
1.4	توريد وتركيب سخانة مياه كهربائية بسعة 80 لتر لزوم دورات المياه والثمن يشمل: -التثبيت على الحائط والتوصيلات بشبكتي الماء والكهرباء. - تركيب جميع الاكسسوارات والتوصيلات اللازمة. - كل ما يلزم لإنهاء العمل.			2.00	PCS	Supply and installation of a boiler with a capacity of 80 liters for WC, the work includes: - fixing to the wall. - Connections to water and electricity networks. - Install necessary accessories. - All needed to finish the work.
1.5	توريد وتركيب مضخة مياه 3 حصان (نوع ستيل) ذات جودة عالية بما يتوفر في السوق المحلي وهذا من ضمن أعمال إعادة تأهيل بئر العمياء الموجود حالياً في الوضع القائم وتستخدم المياه لغير الشرب والعمل يشمل إزالة المضخة التالفة واستبدال أنابيب المياه داخل البئر وأنابيب التوصيل من البئر إلى الخزان.			1	PCS	Supply and installation of a 3-horsepower water pump (steel type) of high quality, as available in the local market. This is part of the rehabilitation work of the existing <b>water well</b> , which is currently in its current condition and the water is used for non-drinking purposes (the well water is very salty).
1.6	أعمال تنفيذ وتأهيل خزان صرف صحي بمفاس (2.50x4.40x5.40)م والعمل يشمل الحفر في ابي نوع من انواع التربة والبناء بالحجر الجيري وصب خرسانة مسلحة لزوم القواعد والأعمدة والكمرات وسقف الخزان وربط خزان الصرف بشبكة الصرف وكل ما يلزم لإنهاء العمل والتشطيبات بالشكل المطلوب والربط بين الخزان القديم الموجود وبين الخزان الجديد الجاري العمل عليه. ملاحظة : قياس ابعاد البئارة من الداخل. انظر الرسومات المرفقة.			1	LS	Construct a septic tank (5.40x4.40x2.50) m for Migrant cells. The work includes: excavation, building by limestone, pouring reinforcement concrete for foundation, columns, beams, and slab. As well as connecting the sewage network to the septic tank. The work should be finished according to standard specifications and engineer instructions. Note: Dimensions of septic tank from inside. <b>See attached layout.</b>
1.7	توريد وتركيب ستائر معتمة وعازلة للماء لزوم ابواب الحمامات ، العمل يشمل قضيب التثبيت والحلق وجميع الاكسسوارات اللازمة لاستكمال التركيب والتثبيت.			48.00	PCS	Supply and installation of blackout and waterproof curtains for bathroom doors. The work includes the fixing rod, the ring and all accessories necessary to complete the installation and fixing. (Doors are not removed).
<b>2</b>	<b>الأعمال الكهربائية</b>					<b>ELECTRICAL WORKS</b>
2.1	توريد وتركيب وحدات الإثارة (إيد داخلي 80 وات).			60.00	pcs	Supply and installation of lighting fixtures and lamps ( Indoor LED 80 watt).
<b>Total in USD</b>						<b>القيمة الاجمالية</b>
NOTES/(In Arabic)						
1	ALL THE CONSTRUCTION MATERIALS SHOULD BE BRAND NEW AND TESTED ACCORDING TO CONSTRUCTION WORKS SPECIFICATIONS BY TSE AND INSTRUCTION OF SITE ENGINEER.	جميع مواد الانشاء والصيانة يجب ان تكون جديدة ومعتمدة من المهندس المشرف				
2	IN CASE OF ANY DIFFERENCE BETWEEN BoQ AND DESIGNS, THE INSTRUCTION OF SUPERVISOR ENGINEER WILL PREVAIL.	في حالة وجود أي اختلاف بين جداول الكميات والتصاميم ، سيتم تطبيق تعليمات المهندس المشرف.				