

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200299394 Supply and delivery of food packages to IOM Tajikistan	Date: 10 August 2022
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### SECTION 1: REQUEST FOR QUOTATION (RFQ)

International Organization for Migration (IOM), Mission in Tajikistan, kindly requests your quotation for supply and delivery of goods specified 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
- Annex 4: General Conditions of Contract
- Annex 5: IOM Vendor Information Sheet
- Annex 6: Declaration of Conformity for Suppliers

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.  
Issued by:

Signature: \_\_\_\_\_

Name: Manuchehr Munavarov  
Title: Senior Procurement Assistant  
Date: 10 August 2022

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	24 August 2022, 5:00 PM Dushanbe Time If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input checked="" type="checkbox"/> Courier / Hand delivery</p> <p><input type="checkbox"/> Other</p> <p>Bid submission address: <a href="mailto:procurement.tj@iom.int">procurement.tj@iom.int</a></p> <ul style="list-style-type: none"> <li>▪ File Format: *.doc, *.pdf</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 8MB</li> <li>▪ Mandatory subject of email: <u>4200299394 Supply and delivery of food packages to IOM Tajikistan.</u></li> </ul> <p>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".</p> <ul style="list-style-type: none"> <li>▪ It is recommended that the entire quotation be consolidated into as few attachments as possible.</li> <li>▪ The bidder should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a Bidder's preparation and submission of 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>Declaration of Conformity for Suppliers</b>	The bidder must read the Declaration of Conformity for Suppliers and submit a signed copy together with the bid.
<b>Conflict of Interest</b>	IOM encourages every prospective supplier to avoid and prevent conflicts of interest, by disclosing to IOM 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 in accordance with the IOM General Contract Terms and Conditions under Annex 4: PO Terms and Conditions unless specifically noted otherwise herein.
<b>Eligibility</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. Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex 5) to establish their eligibility together with the Quotation.
<b>Currency of Quotation</b>	Quotations shall be quoted in Tajikistan Somonies Bidders may express the price of the goods in a currency other than Tajikistan Somoni. However, for the purposes of comparison of all offers, the IOM will convert the currency quoted in the Quotation to Tajikistan Somoni, in accordance with the prevailing IOM Operational Rate of Exchange at the Closing Time.

<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 checked="" type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input 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, Tajik or Russian
<b>Documents to be submitted</b>	<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: Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1</p> <p><input checked="" type="checkbox"/> Annex 5 : IOM Vendor Information Sheet duly completed and signed</p> <p><input checked="" type="checkbox"/> Certificates: Business License (Shahodatnoma, Iqtibos and Proof of the latest Tax payment) and Certificate of Quality (Standard)</p>
<b>Quotation validity period</b>	Quotations shall remain valid for 60 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>	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
<b>Payment Terms</b>	<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</p>
<b>Contact Person for correspondence, notifications and clarifications</b>	<p>Focal Person:</p> <p>E-mail address: procurement.tj@iom.int</p>
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 3 (three) working days before the submission deadline. Responses to request for clarification will be communicated in writing by 22 August 2022
<b>Evaluation method</b>	<p><input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer</p> <p><input type="checkbox"/> Other</p>
<b>Evaluation criteria</b>	<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 IOM may conduct an inspection of samples provided by the Bidders for each quoted item to verify the quality and consistency with specifications required by IOM. If required, Bidders will be requested to provide one sample of each item to the IOM Dushanbe Office. Samples of successful Bidders are non-returnable/non-refundable. Unqualified Bidders are required to collect their samples after fifteen (15) calendar days from the Quotation Submission Date, if no notification of award has been issued to them by that time.</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>	Purchase Order
<b>Expected date for contract award</b>	26 August 2022
<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: SCHEDULE OF REQUIREMENTS

### Technical Specifications for Goods:

Item No	Minimum technical requirements	Unit	Quantity
1	Wheat flour (1 grade, 10kg bag) / Мука пшеничная (первый сорт, в 10кг мешках)	Bag Мешок	2000
2	Vegetable oil (refined, deodorized, 5l) / Растительное масло 5л (подсолнечное, рафинированное, дезодорированное)	Bottle Бутылка	2000
3	Rice "Afghani" 10kg / Рис "Афганский" (длиннозерный, в мешках 10кг, высший сорт)	Bag Мешок	1000
4	Rice "Local" 10kg / Рис "Местный" (круглозерный, в мешках 10кг), Сорт Краснодар, Юбилей или эквивалент	Bag Мешок	1000
5	Black-eyed bean (premium, 5kg bag) / Фасоль "черный глаз" (высший сорт, в мешках 5кг, белая, среднего размера фасоль с чёрным глазком)	Bag Мешок	1000
6	Lentil (premium, 5kg bag) / Чечевица (высший сорт, в мешках 5кг), Сорт Чефлик, Аида или эквивалент	Bag Мешок	1000
7	Macaroni Pasta (premium, 5kg bag) / Макароны изделия (высший сорт, в мешках 5кг)	Bag Мешок	1000
8	Buckwheat (premium, 5kg bag) / Гречневая крупа (высший сорт, в мешках 5кг)	Bag Мешок	500
9	Mung bean (premium, 5kg bag) / Маш (высший сорт, в мешках 5кг)	Bag Мешок	500
10	Granulated sugar 10kg bag / Сахарный песок (высший сорт, в мешках 10кг)	Bag Мешок	2000
11	Green tea (1 pack of 400 gr. or 2 packs of 200gr.) / Зеленый чай (1 упаковка 400 гр. или 2 упаковки по 200гр., крупнолистовой, рассыпной)	Pack Пачка	1000
12	Black tea (1 pack of 400 gr. or 2 packs of 200gr.) / Черный чай (1 упаковка 400 гр. или 2 упаковки по 200гр., крупнолистовой, рассыпной)	Pack Пачка	1000

### Delivery Requirements

Delivery and Temporary Warehousing Requirements	
<b>Delivery date and time</b>	Bidder shall deliver the goods within 15 days after Contract signature.
<b>Delivery Terms (INCOTERMS 2010)</b>	DPU
<b>Temporary Warehousing Requirements</b>	The Supplier must provide with temporary warehousing of Goods (approximately from 10-30 days). Warehouse should be suitably located in Dushanbe and maintained to ensure appropriate storage, picking and dispatch of the goods. The Supplier should also undertake handling costs during loading of Goods at its warehouse.
<b>Customs clearance (Must be linked to INCOTERM)</b>	<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

<b>Delivery Location(s)</b>	Goods will be picked up by IOM partners at Supplier's warehouse.
<b>Packing and Marking Requirements</b>	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. Supplier must also stick marking (self-adhesive stickers) to the Goods. Stickers will be provided by IOM.
<b>Training on Operations and Maintenance</b>	N/A
<b>Warranty Period</b>	Goods must have a minimum of 12 months life span.
<b>After-sales service and local service support requirements</b>	N/A
<b>Preferred Mode of Transport</b>	Land
<b>Other information</b>	N/A

**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:	4200299394 Supply and delivery of food packages to IOM Tajikistan	Date:

**Company Profile**

Item Description	Detail			
Legal name of bidder				
Legal Address, City, Country				
Website				
Year of Registration				
Legal structure				
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, insert UNGM Vendor Number			
Bank Information	Bank Name: Bank Address: IBAN: SWIFT/BIC: Account Currency: Bank Account Number:			
<b>Previous relevant experience: 2 contracts</b>				
Name of previous contracts	Client & Reference Contact Details	Contract Value	Period of activity	Types of activities undertaken

**Bidder's Declaration**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	<b>Requirements and Terms and Conditions:</b> I/We have read and fully understand the RFQ, including the RFQ Information and Data, Schedule of Requirements, the General Conditions of Contract and any Special Conditions of Contract. I/we confirm that the Bidder agrees to be bound by them.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm that the Bidder has the necessary capacity, capability and necessary licenses to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Ethics:</b> In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ; has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
<input type="checkbox"/>	<input type="checkbox"/>	I/We confirm to undertake not to engage in proscribed practices, , or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we have read the IOM Supplier Code of Conduct : <a href="https://www.iom.int/sites/g/files/tmzbd1486/files/2018-07/IOM-Code-of-Conduct-">https://www.iom.int/sites/g/files/tmzbd1486/files/2018-07/IOM-Code-of-Conduct-</a>

Yes	No	
		<a href="#">for-Suppliers.pdf</a> and acknowledge that it provides the minimum standards expected of suppliers to IOM.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Conflict of interest:</b> I/We warrant that the bidder has no actual, potential or perceived Conflict of Interest in submitting this Quote or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the RFQ process the bidder will report it immediately to the Procuring Organisation's Point of Contact.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Prohibitions, Sanctions:</b> I/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Bankruptcy:</b> I/We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.
<input type="checkbox"/>	<input type="checkbox"/>	<b>Offer Validity Period:</b> I/We confirm that this Quote, including the price, remains open for acceptance for the Offer Validity.
<input type="checkbox"/>	<input type="checkbox"/>	I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.
<input type="checkbox"/>	<input type="checkbox"/>	By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Organization/s to make this declaration on its/their behalf.

Signature: \_\_\_\_\_

Name:

Title:

Date:

**ANNEX 3: TECHNICAL AND FINANCIAL OFFER**

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. In addition to this format, Bidders may also submit their own format of Quotation.

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

Currency of the Quotation: Tajikistan Somoni INCOTERMS: DPU					
Item No	Description	UOM	Qty	Unit price	Total price
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
Total Price					
Transportation Price (if any)					
Insurance Price (if any)					
Other Charges (specify)					
<b>Total Final and All-inclusive Price</b>					

**Compliance with Requirements**

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Minimum Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Certificates of Quality (Standard)	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	

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.

*Exact name and address of company*

Company Name

Address:

Phone No.:

Email Address:

Authorized Signature:

Date:

Name:

Functional Title of Authorised

Signatory:

Email Address:

## **ANNEX 4: GENERAL CONDITIONS OF CONTRACT**

**Purchase Order No.** \_\_\_\_\_ **Standard Terms & Conditions F 18.03**

### **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**

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.

### **4. Payment**

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.

- (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 forth in the Convention on the Rights of the Child;
- (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 prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- (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 IOM personnel.
- (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.

**9. Indemnification**

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**

- (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.

**15. Use of IOM Name**

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.

**16. Status 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.

**ANNEX: 6 DECLARATION OF CONFORMITY FOR SUPPLIERS**

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:

- a) bankruptcy, insolvency or winding-up procedures;
- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including misrepresentation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) 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;
- j) irregularity;
- k) creating or being a shell company.

On behalf of the Supplier, I further represent and warrant that:

- a) The Supplier is financially sound and duly licensed;
- b) 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;
- c) The Supplier complies with all applicable laws, ordinances, rules and regulations;
- d) The Supplier will in all circumstances act in the best interests of IOM;
- e) 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;
- f) The Supplier has not misrepresented or concealed any material facts during the contracting process;
- g) The Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization;
- h) 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;
- i) 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;
- j) 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;
- k) The Supplier undertakes to comply with the Code of Conduct, available at [www.iom.int/procurement](http://www.iom.int/procurement).

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
[signature over printed name]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign for and on behalf of

\_\_\_\_\_  
[name of company]

