

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: RFQGENPROC# 2022-032 - Supply and Delivery of Kits - Ukraine	Date: 16 March 2022
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SECTION 1: REQUEST FOR QUOTATION (RFQ)

The Manila Supply Chain Unit (MSCU) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

Annex 4: General Conditions of Contract

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: Raven GONZAGA

Title: Procurement Assistant

Date: 16-March 2022

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	28 March 2022, on or before 15:00H Manila time (GMT +8) If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/ .
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 delivery</p> <p><input type="checkbox"/> Other Click or tap here to enter text.</p> <p>Bid submission address: mscuprocurement@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: 5 MB ▪ Mandatory subject of email: RFQGENPROC# 22-xxx -Company Name (keep it short) – Quotation 1 of 3 ▪ 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. ▪ The proposer should receive an email acknowledging email receipt.
Cost of preparation of quotation	The International Organization for Migration (IOM) shall not be responsible for any costs associated with a supplier’s preparation and submission of proposal, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	The offeror must read the IOM Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to IOM by signing the document and submitting together with the Quotation.
Conflict of Interest	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.
General Conditions of Contract	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 A – PO Terms and Conditions unless specifically noted otherwise herein.
Eligibility	<p>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.</p> <p>An offeror, and all parties constituting the offeror, may have the nationality of any country. An offeror shall be deemed to have the nationality of a country if the offeror it is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>An offeror found to have a conflict of interest shall be disqualified. An offeror may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by Click or tap here to enter text. to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>An offeror shall not be eligible to submit an offer if at the time of submission:</p>

	<ul style="list-style-type: none"> •is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; •is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; •It is included in the Consolidated list of persons, groups and entities subject to EU financial sanctions.
Currency of Quotation	The Supplier may express the price of the goods in a currency other than US Dollar. However, for the purposes of comparison of all offers, the IOM will convert the currency quoted in the Quotation to US Dollar, in accordance with the prevailing IOM Operational Rate of Exchange at the Closing Time
Duties and taxes	IOM is exempt from all direct taxes, and customs duties, and charges of a similar nature in respect of articles imported or exported for its official use. All offers shall be submitted net of any direct taxes and any other taxes and duties.
Language of quotation and documentation including catalogues, instructions and operating manuals	The Supplier, as well as any and all related correspondence exchanged by the Supplier and IOM, shall be written in English language.
Documents to be submitted	Bidders shall include the following documents in their quotation: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <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 <input type="checkbox"/> Other
Quotation validity period	Quotations shall remain valid for 30 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	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted Insert conditions for partial quotes and ensure that the requirements are properly listed in lots to allow partial quotes
Alternative Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted If permitted, an alternative quote may be submitted only if a conforming quote to the RFQ requirements is submitted. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative quote. If multiple/alternative quotes are being submitted, they must be clearly marked as "Main Quote" and "Alternative Quote"
Payment Terms	100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.
Contact Person for correspondence, notifications and clarifications	Focal Person: Raven GONZAGA E-mail address: rgonzaga@iom.int Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.
Clarifications	Requests for clarification from bidders will not be accepted any later than 10 days before the submission deadline. Responses to request for clarification will be communicated via email by 22 March 2022
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other Click or tap here to enter text.
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input type="checkbox"/> Comprehensiveness of after-sales services

	<input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others Click or tap here to enter text.
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, without any change in the unit price or other terms and conditions.
Type of Contract to be awarded	Purchase Order
Expected date for contract award.	31 March 2022
Publication of Contract Award	IOM will publish the contract award on IOM website, with the RFQ reference number and information of the awarded company name, contract amount and the date of the contract.
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM which can be accessed at IOM website
IOM registration	<p>Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level in IOM.</p> <p>The Bidder may still submit a quotation even if not registered with the IOM, however, if the Bidder is selected for Contract award, the Bidder must register on the IOM prior to contract signature.</p>

ANNEX 1: SCHEDULE OF REQUIREMENTS

Technical Specifications for Goods:

Item No	Minimum technical requirements	Unit	Quantity
1	Kits, Non-Food Items	Kit	4,000
2	Kits, Emergency Shelter	Kit	4,000
3	Kits, Hygiene – household level	Kit	3,000
4	Kits, Hygiene – community level	Kit	4,000
5	Kits, Winterization	Kit	4,000

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods at least 3 weeks after Contract signature.
Delivery Terms (INCOTERMS 2010)	FCA Country of Origin
Customs clearance (must be linked to INCOTERM) at origin	<input type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> IOM <input checked="" type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	Poland/Slovakia (exact address to be confirmed)
Distribution of shipping documents (if using freight forwarder)	TBC
Packing Requirements	Packed as kit
Training on Operations and Maintenance	N/A
Warranty Period	Standard Manufacturer's Warranty
After-sales service and local service support requirements	N/A
Preferred Mode of Transport	Air – please indicate number of uplifts in case volume cannot be accommodated in one shipment via commercial flight

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:	Click or tap here to enter text.	
RFQ reference:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Company Profile

Item Description	Detail			
Legal name of bidder	Click or tap here to enter text.			
Legal Address, City, Country	Click or tap here to enter text.			
Website	Click or tap here to enter text.			
Year of Registration	Click or tap here to enter text.			
Legal structure	Choose an item.			
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, insert UNGM Vendor Number			
Bank Information	Bank Name: Click or tap here to enter text. Bank Address: Click or tap here to enter text. IBAN: Click or tap here to enter text. SWIFT/BIC: Click or tap here to enter text. Account Currency: Click or tap here to enter text. Bank Account Number: Click or tap here to enter text.			
Previous relevant experience: 3 contracts				
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"/>	Requirements and Terms and Conditions: 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.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Ethics: 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 IOM or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the IOM and we have read the IOM Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to IOM.
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of interest: 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"/>	Prohibitions, Sanctions: 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"/>	Bankruptcy: 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"/>	Offer Validity Period: 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: 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 bid 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:	Click or tap here to enter text.	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- Relevant Quality Certificate/Reports
- Filled-out Technical Specifications Form, as per below

#	Item	Specification	Vendor Specification
1.1	40 liter plastic container with lid (serves as package for kit) (1)	made of plastic, with sturdy plastic handle and the container is supplied with a lid that should be able to close tight, but easy to open and close	
1.2	Manually operated torches (3)	Plastic body, operating without batter (mechanical),	
1.3	Folding-chair (3)	aluminium alloy, easily foldable	
1.4	Kitchen Set (1)		
1.5	Mattresses (3)		
1.6	Bucket (1)	14L	
1.7	Blanket (3)	140x205 cm, filler: 100% wool or hollofiber	
1.8	Solar Lamp (2)		
1.9	Jerry can (1)		
1.10	Bottled water (30) (optional)	3L pack	
1.11	Fuel tablets (10)	high calorific value, secured usage under 0 degree, can be ignited by lighter or match, separate packaging with waterproof folio, burning without smoke and contaminant	
1.12	Matches (3)	Pack of 10	
1.13	Lighter (3)	Piece	
1.14	Candle Pack (3)	Pack of 10	
1.15	Plastic Bag (1)	Nylon Plastic Bag	
2.1	Plastic Sheets (tarpaulins) (3)	4 x 5 m or 4 x 6m	
2.2	Transparent plastic sheet (1)	100 micron, 30m2	
2.3	Rope, 100m (1)	30m	
2.4	Claw hammer (1)		
2.5	Knife (1)	1.5 mm blade thickness, 15 cm usable blade lenght, wooden handle	

2.6	Battens (1)	25x100x4500mm	
2.7	Large Nails (1)	60 x 2,5, pack of .1 kg	
2.8	Mounting foam (1)	Bottle/can - Min 500 gr	
2.9	Lath (1)	20x25x2000 mm	
2.10	OSB (or plywood if not available) (1)	10mm OSB - 250x125 cm	
2.11	Small Nails (1)	20 x 1,2, pack of 0.05 kg	
3.1	Toothbrush (Adult) (2)	As per vendor's specs (please confirm these)	
3.2	Toothbrush (Child) (3)	As per vendor's specs (please confirm these)	
3.3	Toothpaste (Adult) (1)	As per vendor's specs (please confirm these)	
3.4	Toothpaste (Child) (1)	As per vendor's specs (please confirm these)	
3.5	Soap (250 gr) (14)	As per vendor's specs (please confirm these)	
3.6	Shampoo (2)	As per vendor's specs (please confirm these)	
3.7	Laundry Detergent/ Washing Powder 2Kg (2)	As per vendor's specs (please confirm these)	
3.8	Dishwashing Liquid (2)	As per vendor's specs (please confirm these)	
3.9	Sponge (Dishwashing) (2)	As per vendor's specs (please confirm these)	
3.10	Sanitary Pad (4)	As per vendor's specs (please confirm these)	
3.11	Bucket 20 Lt (1)	As per vendor's specs (please confirm these)	
3.12	Towel - Kitchen (2)	As per vendor's specs (please confirm these)	
3.13	Towel - Large (1)	As per vendor's specs (please confirm these)	
3.14	Mug (1)	As per vendor's specs (please confirm these)	
3.15	Razors (2)	As per vendor's specs (please confirm these)	
3.16	Shaving Cream (1)	As per vendor's specs (please confirm these)	
3.17	Rope/ Laundry Line (1)	As per vendor's specs (please confirm these)	
3.18	Jug (1)	As per vendor's specs (please confirm these)	
3.19	Comb (Hair) (1)	As per vendor's specs (please confirm these)	
3.20	Nail Clipper (1)	As per vendor's specs (please confirm these)	
4.1	Soap 250g (30)		
4.2	Laundry Detergent/Washing Powder (15)	2 kg	
4.3	Dishwashing liquid (12)	750 ml	
4.4	Disinfectant (2)	in tablets (preferable)/powder/concentrated liquid (upon availability on the market) containing active chlorine (up to 55%)	

		and functional additives. 20 pcs for 300 tablets bottle	
4.5	Garbage bags (14)	Pack 40 pcs x 60 L, 7 pcs - black; 7 pcs - yellow (preferable) or other different from black color if yellow is not available, increased strength	
4.6	Mop for floor of washrooms (2)	wooden mop	
4.7	Broom (2)		
4.8	Rag for mop (4)	material: 40% Cotton, 30% Rayon, 30% Polyester Size: 50x70 cm	
4.9	Bucket (2)	10L, plastic	
4.10	Hand sanitizer (20)	minimum 70% alcohol content, 1 l bottle with dispenser	
4.11	Rubber gloves for cleaning (35)	super-durable, 100% cotton sputter inside, S size - 8 pairs, M size - 19 pairs, L size - 8 pairs	
4.12	Paper Towels (24)	paper towels in roll, at least 2 layers, at least 45 sheets in the roll, without smell, white color (preferably)	
4.13	Child Diaper (disposal) (150 pcs)	NO: 2 (3-6 Kg) / No:3 (4-9 Kg) and No: 4 (7-18 Kg)	
4.14	Powder for cleaning the surfaces (10)	for surface cleaning, universal, with antibacterial effect, plastic bottle, 500 g	
4.15	COVID masks (200 pcs)		
5.1	Duvet cover 150x210 cm, 100% cotton, density 125 g/m ² , (1)		
5.2	Bedsheet 160x215 cm, 100% cotton, density 125 g/m ² , (1)		
5.3	Pillow case 50x70 cm, 100% cotton, density 125 g/m ² , (1)		
5.4	Pillow 50x70 cm, 100% cotton, filler: synthetic yarn (1)		
5.5	Towel 50x90 cm, 100% cotton, 500 g/m ² (1)		
5.6	Blanket 140x205 cm, 70% wool, 30% polyester, density 500 g/m ² (1)		

Currency of the Quotation: Click or tap here to enter text.					
INCOTERMS: Click or tap here to enter text.					
Item No	Description	UOM	Qty	Unit price	Total price
1.	Click or tap here to enter text.				
2.	Click or tap here to enter text.				
3.	Click or tap here to enter text.				
4.	Click or tap here to enter text.				
5.	Click or tap here to enter text.				

Total Price	
Transportation Price	
Insurance Price	
Installation Price	
Training Price	
Other Charges (specify)	
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
Minimum Technical Specifications	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.
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 <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	Click or tap here to enter text.

Other Information:

Estimated weight/volume/dimension of the Consignment:	Click or tap here to enter text.
Country/ies of Origin: <i>(if export licence required this must be submitted if awarded the contract)</i>	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.	
Exact name and address of company Company Name: Click or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.: Click or tap here to enter text. Email Address: Click or tap here to enter text.	Authorized Signature: Date: Click or tap here to enter text. Name: Click or tap here to enter text. Functional Title of Authorised Signatory: Click or tap here to enter text. Email Address: Click or tap here to enter text.

ANNEX 4: GENERAL CONDITIONS OF CONTRACT

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 Reprourement

(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.