

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: RFQGENPROC# 2022-094 - Supply and Delivery of Minibus - Ukraine

Date: 12 July 2022

SECTION 1: REQUEST FOR QUOTATION (RFQ)

Manila Supply Chain Unit (MSCU) on behalf of IOM Ukraine, kindly requests your quotation for the provision of goods 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

Annex 5: 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:



Glaizza DIZON (Jul 12, 2022 10:55 GMT+8)

Signature: _____

Name: Glaizza M. Dizon

Title: Procurement Assistant

Date: 12 July 2022



SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	26 July 2022, 4:00 PM Manila Time 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 <input checked="" type="checkbox"/> Email <input type="checkbox"/> Courier / Hand delivery <input type="checkbox"/> Other</p> <p>Bid submission address: mscuprocedure@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: *.doc, *.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: 5MB ▪ Mandatory subject of email: ▪ RFQGENPROC# 2022-094 - Supply and Delivery of Minibus - Ukraine 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	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org) .
Declaration of Conformity for Suppliers	The offeror must read the Declaration of Conformity for Suppliers and submit a signed copy together with the bid.
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 4 – PO Terms and Conditions unless specifically noted otherwise herein.
Eligibility	<p>Bidders shall have the legal capacity enter into a binding contract with IOM and to deliver in the country, or through an authorized representative. Please submit the following documents</p> <ol style="list-style-type: none"> a. Company Profile (including the names of owners, key officers, technical personnel) b. Valid Government Permits/Licenses c. Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details) d. List of Offices/Distribution Centers/Service Centers e. Quality and Safety Standard Document / ISO 9001

	f. List of all contracts entered into for the last 3 years (indicate whether completed or ongoing)
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 quotation, 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: <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 checked="" type="checkbox"/> Other – signed Supplier Code of Conduct and Declaration of Conformity for Suppliers
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
Alternative Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	100% within 30 days after receipt of goods and submission of payment documentation.
Contact Person for correspondence, notifications and clarifications	Focal Person: Glaizza M. Dizon E-mail address: gdizon@iom.int, copying mscuprocurement@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 later than 15 July 2022, 4:00 PM Manila Time before the submission deadline. Responses to request for clarification will be communicated via email by 18 July 2022
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other
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 checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input checked="" type="checkbox"/> Others -Warranty terms
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.	28 July 2022

Publication of Contract Award	IOM may 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	Any Contract resulting from this RFQ exercise will be subject to the supplier being registered at the appropriate level in IOM. 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.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Technical Specifications for Goods:

Item No	Minimum technical requirements	Unit	Quantity
1	<p><u>Passenger Minibus</u></p> <ul style="list-style-type: none"> - Wheelbase 3275 ± 300 mm, RWD - ≤9 seats (Ukrainian category B driving license) - Road clearance ≥150 mm - Left-side steering wheel with power steering - Engine ≥90 kW, diesel or petrol, EURO4 or better, ≥70 l fuel tank with a cap lock - Set of winter M+S tires, incl. spare - Set of summer tires, incl. spare - White color <p>ABS, ESC, A/C, seatbelts for all seats, 12V plug, 2 front airbags, fire extinguisher (2 l or more), first aid kit (as required by Ukrainian legislation), rear tow-hook, driver's tool kit (incl. two emergency stop signs), set of spare plugs (in case of petrol engine), 4 retaining nuts for wheels, set of spare lamps (headlights and fender lamps), fog light, radio, rear window heating, lower back panels, remote central locking, maintenance manual in Ukrainian or Russian (one hard copy per vehicle and a soft copy of all documents).</p> <p><u>Warranty, After-sales services, and Technical Training</u></p> <p>Warranty: Should be able to provide two options for the minibuses within Ukraine or the region</p> <p>Option1: 1-year standard manufacturing warranty</p> <p>Option2: 3 years standard manufacturing warranty</p> <p>After-sales services: Should be able to offer local or regional after-sales support if local support is not available.</p>	EA	3

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods no later than December 2022 after Contract signature.
Delivery Terms (INCOTERMS 2010)	FCA vendor's warehouse and DAP IOM Ukraine (Delivery Address: 8, Mykhailivska St 01001 Kyiv Ukraine)
Customs clearance (must be linked to INCOTERM)	<input type="checkbox"/> Not applicable Shall be done by: <input checked="" type="checkbox"/> IOM <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder

Exact Address(es) of Delivery Location(s)	
Distribution of shipping documents (if using freight forwarder)	<p>a. One full set original shipping document must accompany consignment</p> <p>b. Two of Bill of Lading (by sea)</p> <p>c. Packing list stating country of origin of items (Specify full details of goods)</p> <p>d. Certificate of Origin (COO)</p> <p>e. Invoice with value stating: "HUMANITARIAN AID", country of origin of items, "NO COMMERCIAL VALUE, VALUE FOR CUSTOMS PURPOSE ONLY"</p> <p>f. One full set of original docs to be forwarded by courier to the consignee at least 5 days before the arrival of the goods</p> <p>g. One full set of docs to be scanned and emailed to IOM and Mission Contact Persons for duty waiver processing (customs processes) in ADVANCE</p>
Packing Requirements	Based on International Packaging Standards
Training on Operations and Maintenance	NA
Warranty Period	<p>Option 1: 1 year</p> <p>Option 2: 3 years</p>
After-sales service and local service support requirements	<p>Please provide available after-sales services and local/in country or regional service support including procedure for claiming warranties</p> <p>Preference will be given to the Supplier who will be able to provide in country after sales support</p>
Preferred Mode of Transport	Sea

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:	RFQGENPROC# 2022-094 - Supply and Delivery of Minibus - Ukraine	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:			
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.
<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 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 : https://www.iom.int/sites/g/files/tmzbdl486/files/2018-07/IOM-Code-of-Conduct-for-Suppliers.pdf 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:

Title:

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:		
RFQ reference:	RFQGENPROC# 2022-094 - Supply and Delivery of Minibus - Ukraine	Date:

Currency of the Quotation:					
INCOTERMS:					
Item No	Description	UOM	Qty	Unit price	Total price
1.					
2.					
3.					
4.					
5.					
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"/>	
Delivery Term (INCOTERMS)	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Warranty and After-Sales Requirements	<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 <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	

Other Information:

Estimated weight/volume/dimension of the Consignment:	
Country/ies of Origin: <i>(if export licence required this must be submitted if awarded the contract)</i>	

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.

<i>Exact name and address of company</i>	Authorized Signature:
Company Name	Date:
Address:	Name:
Phone No.:	Functional Title of Authorised Signatory:
Email Address:	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 5: 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.

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]*

Signature: 

Email: llperez@iom.int