



11, Viitorului Str. 020602 Bucharest 2 Romania
Tel: 021 2115657 • E-mail: procurement.ro@iom.int

PO Date:
Customer's No:

Vendor's details:

Deliver ordered goods/services to:

IOM- RO10 Bucharest, Romania
Attn Gordana Damcheska
Str. Viitorului 11
020602 Bucuresti 2, Romania

Delivery schedule:

Send invoice to:

IOM- RO10 Bucharest, Romania
Attn Ciprian NITA
Str. Viitorului 11
020602 Bucuresti 2, Romania

Terms of payment:

Procurement Assistant

Purchase Order Standard Terms & Conditions

PO No. _____

1. **Agreement**

This Purchase Order (PO) becomes the exclusive agreement between IOM and Vendor for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Vendor'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 Vendor shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Vendor's expense. In the event of a conflict between the Vendor's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Vendor's proposed terms.

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 Vendor with any loss incurred as a result of Vendor's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the price of the undelivered goods/services for every day of breach of the delivery schedule by the Vendor.

4. **Payment**

Vendor 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 Vendor 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. Vendor 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 Vendor for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Vendor 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**

Vendor 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 normal and acceptable handling practices, including palletising, with consideration for the type of material 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 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 Vendor. All rejected goods will be returned to Vendor, transportation charges collect, or held by IOM for disposition at Vendor's risk and expense. Vendor agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. Vendor warrants that these same goods are free from defect in material and workmanship for a period not less than 12 months from the date of acceptance hereunder.

b) 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 Vendor until title passes to IOM.

8. **Warranties**

Vendor represents and warrants that:

- (a) All goods delivered under this PO conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM. IOM's continued use of such goods after notifying Vendor of their failure to confirm or breach of warranty will not be considered a waiver of Vendor's breach of warranty. Further, Vendor warrants that the prices established hereunder shall not exceed those offered for similar goods to Vendor's other customers;
- (b) It has 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) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received or will be offered by the Vendor any direct or indirect benefit arising from the PO or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (f) The Vendor, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
- (g) The remuneration of the Vendor under this PO shall constitute the sole remuneration in connection with this PO. The Vendor 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 Vendor shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

9. **Most Favoured Customer**

If during the term of this PO, Vendor offers or agrees to sell similar goods purchased in like quantities or under similar circumstances for lower prices than those in this PO, then Vendor shall notify IOM, immediately, and prices established under this PO shall be reduced accordingly, retroactive to the date Vendor offered/agreed to sell to others at a lower price. The benefits of this PO shall extend to IOM's affiliates.

10. **Indemnification**

Vendor agrees to hold harmless and indemnify IOM, its officers, agents and employees, against and from all suits and costs of any kind and description and from all damages arising in connection with any goods purchased under this PO or from any performance of the Vendor or its staff. The obligations set out herein shall survive the expiration or termination of this PO for a period of three (3) years.

11. **Termination and Repro curement**

(a) IOM may terminate this PO at any time with one week written notice to Vendor. 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 Vendor, it may acquire elsewhere goods similar to those terminated and Vendor shall be liable for any excess costs to IOM for those goods. Vendor 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 Vendor.

12. **Independent Contractor**

The Vendor shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

13. **Audit**

The Vendor 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 Vendor shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of five (5) 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 Vendor to any price adjustment or extra charge claimed under this PO. On request, employees of the Vendor shall be available for interview.

14. **Assignment**

This PO or any rights arising under it may only be assigned or transferred by the Vendor with the written permission of IOM.

15. **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.

16. **Use of IOM Name**

The use of the official logo and name of IOM may only be used by Vendor in connection with this PO and with the prior written approval of IOM.

17. **Immunity**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM.

18. **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 arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The arbitral award will be final and binding