

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
Foods/Goods**

Between

Om Kamna Digital Mall

And

[Name of the Other Party]

This Contract for the Supply and Delivery of Goods (“Contract”) is entered into between the Organization (“OK”) of [insert address] hereinafter referred to as **OK**, and [Name of the Other Party] of [insert address], hereinafter referred to as the Supplier on [insert date].

1. Introduction and Integral Documents

The Supplier agrees to provide **OK** with [insert description of goods] in accordance with the terms and conditions of this Contract and its Annexes, if any.

The following documents form an integral part of this Contract: [add or delete as required]

Quotation Form

Price Schedule

Delivery Schedule and Technical Specifications

2. Goods/Services Supplied

2.1. The Supplier agrees to supply to **OK** the Goods in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Item Name	Description	Qty	Unit	Unit Price	Total

3. Charges and Payment

- 3.1 The total Price for the supply and delivery of the Goods and any Incidental Services under this Contract is **XXX [write in figures and then in words, including currency]**
- 3.2 The Supplier shall invoice **OK** on delivery of the Goods in accordance with this Contract and payment shall become due 30 calendar days after acceptance by **OK** of the Goods.
- 3.3 The invoice will be accompanied by the following documents: **[as required]**
- 3.4 Payments shall be made in Rupee by bank transfer to the following bank account of the Supplier: **[bank account details]**.
- 3.5 The Price specified in clause 3.1 is the total charge to **OK**. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Contract.
- 3.6 **OK** shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of **OK**, the delivery of the Goods and the incidental services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: *[insert place of delivery]* on *[insert delivery schedule]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. Cost of delivery is deemed included in the Price specified in clause 3.1 of this Contract. The incidental services as described in clause 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in clause 2.2 of this Contract.
- 4.2 In the event of breach of this clause **OK** reserves the right to:
- (a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge a penalty of 0.1% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

5. Inspection and Acceptance

- 5.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 5.2 **OK** or its representative shall have the right to inspect and/or test the goods at no extra cost to **OK** 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.
- 5.3 **OK** 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 Contract. Based on an inspection of a valid sample, **OK** may reject the entire delivery. **OK** may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by **OK** for disposition at Supplier's risk and expense. **OK**'s right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by **OK** prior to delivery.
- 5.4 The Supplier agrees that **OK**'s payment under this Contract shall not be deemed acceptance of any Goods delivered hereunder.
- 5.5 The Supplier agrees that any acceptance by **OK** does not release the Supplier from any warranty or other obligations under this Contract.
- 5.6 Title to the Goods shall pass to **OK** when they are delivered and accepted by **OK**. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to **OK**.

6. Adjustments

- 6.1 **OK** reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the ancillary services to be provided. Where Goods are being specifically produced for **OK**, **OK** may also make changes to the drawings, designs or specifications.
- 6.2 The Supplier agrees to proceed with this Contract in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 6.3 **OK** may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from the date of receipt by the Supplier of **OK**'s change(s).
- 6.4 No change in, modification of, or revision to this Contract shall be valid unless made in writing and signed by an authorized representative of **OK**.

7. Packaging

- 7.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to **OK** 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. **OK** reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 7.2 Packing, marking and documentation shall comply with any requirements or instructions notified by **OK**.

8. Warranties

- 8.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 8.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by **OK**.
- 8.3 **OK** shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to **OK**.
- 8.5 **OK**'s continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 8.6 The Supplier further represents and warrants that:

- 8.6.1 It has full title to the Goods, is fully qualified to sell the Goods to **OK**, 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 Contract;
- 8.6.2 It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Contract;
- 8.6.3 In all circumstances it shall act in the best interests of **OK**;
- 8.6.4 No official of **OK** or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract or award thereof;
- 8.6.5 It has not misrepresented or concealed any material facts in the procuring of this Contract;
- 8.6.6 The Supplier, its staff or shareholders have not previously been declared by **OK** ineligible to be awarded contracts by **OK**;
- 8.6.7 It shall 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;
- 8.6.8 The prices for the Goods under this Contract do not exceed those offered for similar goods to Supplier's other customers;
- 8.6.9 The Price specified in clause 2.1 of this Contract shall constitute the sole remuneration of the Supplier in connection with this Contract. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.

8.7 The Supplier further warrants that:

- 8.7.1 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.
- 8.7.2 It shall strongly discourage sexual relationships between its employees and **OK** beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and **OK** beneficiaries.
- 8.7.3 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.
- 8.7.4 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 **OK** 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 **OK** 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 **OK** personnel.

8.7.5 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.

8.7.6 Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to **OK**, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

8.7.7 In the event of subcontracting approved by **OK** 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. Termination and Re-procurement

9.1 **OK** may terminate this Contract, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by **OK** shall be refunded on or before the date of termination.

9.2 If **OK** terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to **OK** for the re-procurement of those Goods as well as the removal of any or all of the Supplier's product or equipment from **OK**'s premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.

9.3 Upon any such termination, the Supplier shall waive any claims for damages including loss of anticipated profits on account thereof.

10. Force Majeure

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

11. Indemnification and Insurance

11.1 The Supplier shall at all times defend, indemnify, and hold harmless **OK**, 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. **OK** shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

11.2 This indemnity shall survive the expiration or termination of this Contract.

11.3 The Goods supplied under this Contract shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

12. Independent Contractor

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of **OK**.

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and incidental services under this Contract. The Supplier shall make all such records available to **OK** or its designated representative at all reasonable times until the expiration of seven (7) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

14. Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably 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. The arbitral award will be final and binding.

15. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of **OK**. The Supplier shall comply with **OK** Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract. These obligations shall survive the expiration or termination of this Contract.

16. Notices

Any notice given pursuant to this Contract will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

*[Insert **OK** address]*

[Insert Supplier's address]

17. Use of **OK**'s Name

The official logo and name of **OK** may only be used by the Supplier in connection with this Contract and with the prior written approval of **OK**.

18. Status of **OK**

Nothing in this Contract affects the privileges and immunities enjoyed by **OK** as an intergovernmental organization.

19. Assignment and Subcontracting

19.1 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 **OK**. Any subcontract entered into by the Supplier without approval in writing by **OK** may be cause for termination of the Contract.

19.2 In certain exceptional circumstances by prior written approval of **OK**, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and **OK**. The Supplier remains bound and liable there under and it shall be directly responsible to **OK** for any faulty performance under the subcontract. The subcontractor shall have no cause of action against **OK** for any breach of the subcontract.

20. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Contract shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Contract in future instances, but this right shall continue and remain in full force and effect.

21. Severability

If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

22. Entirety

This Contract and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Contract.

23. Final Clauses

23.1 This Contract will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Contract.

23.2 Amendments to this Contract may be made by mutual agreement in writing between the Parties.

Signed in two copies in English , on *(date)* at *(place)*.

For: The International Organization
for Migration

For: *(Name of Supplier)*

<i>(name)</i>	<i>(name)</i>
<i>(title)</i>	<i>(title)</i>