





No. IOFS/AFSP-860

### Request for proposals

The Islamic Organization for Food Security ([www.iofs.org.kz](http://www.iofs.org.kz)) is an international organization with 36 member countries headquartered in Astana (Republic of Kazakhstan).

Based on the established mandate, the Secretariat of the Islamic Organization for Food Security (IOFS) plans to provide humanitarian assistance to Afghanistan in the form of wheat flour through IOFS "Humanitarian Flour" program.

In this regard, the IOFS Secretariat has announced the beginning of competitive procedures for the procurement of a pilot batch of wheat flour with delivery to Afghanistan.

In this connection, the IOFS Secretariat would like to request your commercial proposals under the following conditions:

Pilot batch size	250 tons of wheat flour
Technical specification of wheat flour	Wheat flour 1st grade Whiteness 50 Gluten no less than 30% Humidity no more than 15% Ash content 0.75% Protein 10.6% Color white or white with a yellowish tint
Product expiration date	Must be at least 12 months old at the time of delivery
Packaging	25 kg or 20 kg bags.
Marking	Image of the IOFS logo
Shipping point	Railway station in Afghanistan (at the supplier's discretion)
Delivery conditions	CIP (to a point in Afghanistan)
Delivery terms	until March 15, 2023
Payment conditions	Contractual

The commercial offer should include a **dollar value per 1 ton of wheat flour, taking into account delivery to destination in Afghanistan**. In doing so, the IOFS Secretariat

is requested to specify separately the cost of delivery of flour to Afghanistan (transportation costs, tariffs and other payments).

In order to evaluate your proposals, the IOFS Secretariat requests that:

- the preliminary humanitarian flour supply schedule to Afghanistan;
- information about your company, including the resident<sup>1</sup> of which country is the company;
- information on previous shipments of flour or other food items to Afghanistan.

The evaluation of bids will be based on three criteria: lowest price, experience with similar contracts and delivery time.

The commercial proposal **signed** by the authorized representative of the supplier must be submitted in **the scanned format** no later than **06:00 p.m. 11 January 2023** to the e-mail address of the Secretary of the Competition Commission [procurement@iofs.org.kz](mailto:procurement@iofs.org.kz)

If you have any further questions, please contact the IOFS Secretariat manager Mr. Khamiyev Azamat for the following contacts Mob.: +7 702 384 01 29, Office: +7 7172 99 99 00; Email: [khamiyev@iofs.org.kz](mailto:khamiyev@iofs.org.kz)



Astana, December 15, 2022

**Application: Contract Project (10 pages)**

<sup>1</sup> Suppliers, residents of IOFS member countries are eligible to participate in the competition

# AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS

Between  
Islamic Organization for Food Security  
And  
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the Islamic Organization for Food Security (“**IOFS**”) business identification number (BIN) 171250003428, located at (AIFC, blok 4, C4.2) Mangilic El avenue, building 55/21, Astana, Republic of Kazakhstan, represented by the General Director, Prof. Yerlan A. Baidalet, acting on the basis of the Resolution of the General Assembly, (hereinafter referred to as “**IOFS**” or “**Buyer**”), on the one hand,

and

[Name of the Supplier] of [insert address], represented by [insert Name, Title of the representative of the Supplier], hereinafter referred to as the the “**Supplier**” on [insert date].

IOFS and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

The Parties enter into this Agreement for the supply and delivery of the flour (hereinafter referred to as the “**Goods**”) to Afghanistan and perform certain actions (hereinafter referred as the “**Services**”) in accordance with the terms and conditions below.

The Goods and Services must comply with the specifications set out in Error! Reference source not found.

## 1. Introduction and Integral Documents

The Supplier agrees to provide IOFS with flour in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].

The following documents form an integral part of this Agreement:

a) **Annex A** – Specification;

## 2. Goods/Services Supplied

2.1. The Supplier agrees to supply the Goods to IOFS in the amounts outlined therein in strict accordance with the specifications in Annex A, and in line with the delivery schedule outlined by this Agreement.

2.2 In the event of any advantageous technical changes and/or downward pricing of the Supplies during the duration of this Agreement, the Supplier shall notify IOFS

immediately. IOFS shall consider the impact of any such event and may request an Amendment to the Agreement.

- 2.3 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.4 In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.

### **3. Charges and Payment** – *(this provision to be discussed and amended upon mutual agreement)*

- 3.1 The total price for supply and delivery of Goods and any Incidental Services under this Agreement is determined to be in amount of \$ \_\_\_\_\_ USD (United States Dollars) (the “**Price**”).
- 3.2 The payment from the total Price in amount of 30% shall be paid before the delivery of the Goods, whereas the remaining 70% of the Price must be paid after the confirmation of the delivery.

The Supplier shall invoice IOFS upon the signature of the Agreement for 30% of the Price and conduct the obligations undertaken by the Supplier.

The Supplier shall invoice IOFS upon completion of the delivery in accordance with this Agreement. Payment shall become due 10 (ten) calendar days after acceptance by IOFS of the Goods.

- 3.3 The invoice for delivery will be accompanied by the following documents: bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order.
- 3.4 Payments shall be made in [currency] (currency code) by bank transfer to the following bank account of the Supplier:

[bank account details]

- 3.5 The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement. IOFS shall not be charged for the cost of previous storage of any Goods or related costs.
- 3.6 IOFS 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 IOFS, the delivery of the Goods and the Incidental Services to which those payments relate.

- 3.7 The Price indicated within this Agreement shall remain valid for a period of at least [enter period, preferably at least one year]

#### 4. Delivery

- 4.1 The Goods shall be delivered to Afghanistan according to the delivery schedule indicated below. The cost of delivery is deemed included in the Price.

The Incidental Services shall be performed by the Seller until the completion of the delivery at the indicated port of the Buyer [indicate the port and delivery station within Afghanistan].

The deliver must be in accordance with CIP Incoterms 2010. The Passing of Risk and the transfer of title shall be in reference to 2010 CIP.

- 4.2 In the event of breach of this clause IOFS reserves the right to:

- (a) Terminate this Agreement without liability by giving immediate notice, and to reimburse the paid amount from the Supplier due to the result of the Supplier's failure to make the delivery within the time specified.

#### 5. Performance Security (applicable for Purchase Orders with value over USD 250,000)

- 5.1 The Supplier shall furnish IOFS with a bank guarantee (the “Performance Security”) in an amount equivalent to [30 (thirty)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOFS.

- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier’s liability to IOFS, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until 30 (thirty) days from the completion of Supplier’s obligations under relevant Purchase Order following which it will be discharged by IOFS.

#### 6. Inspection and Acceptance

- 6.1 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.

- 6.2 IOFS or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOFS 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.

- 6.3 IOFS shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOFS may reject the entire delivery. IOFS 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 IOFS for disposition at Supplier's risk and expense. IOFS's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOFS prior to delivery.
- 6.4 The Supplier agrees that IOFS's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOFS does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOFS when they are delivered and accepted by IOFS or its representative. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOFS.

## **7. Adjustments**

- 7.1 IOFS reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Incidental Services to be provided. Where the Goods are being specifically produced for IOFS, IOFS may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement 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).
- 7.3 IOFS may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier.
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOFS.

## **8. Packaging**

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOFS 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. IOFS reserves the right to reject any delivery that is deemed not to have been packaged adequately.

- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOFS.

## 9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Agreement 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/consumption of the supplied Goods in the conditions. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 9.2 The Supplier warrants that all Goods supplied under this Agreement are fresh, unused and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Agreement will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOFS.
- 9.3 IOFS shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, change or replace the defective Goods or parts thereof, without cost to IOFS.
- 9.5 IOFS continuing the 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.
- 9.6 The Supplier further represents and warrants that:
- (a) It has full title to the Goods, is fully qualified to sell the Goods to IOFS, 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 Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOFS;
  - (d) No official, employee or agent of IOFS or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;



- (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- (f) The Supplier, its staff or shareholders have not previously been declared by the government ineligible to be awarded contracts;
- (g) It shall abide by the highest ethical standards in the performance of this Agreement, 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;
- (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
- (i) The Prices specified in this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration.

9.7 The above warranties survive the expiration or termination of this Agreement.

## **10. Assignment and Subcontracting**

10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by IOFS. Any subcontract entered into by the Supplier without approval in writing by IOFS may be cause for termination of the Agreement.

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

## **11. Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement 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.

## 12. Independent Contractor

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

## 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 the Incidental Services under this Agreement. The Supplier shall make all such records available to IOFS or its designated representative at all reasonable times until the expiration of 3 (three) years from the date of final payment, for inspection, audit, or reproduction.

## 14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier should not communicate such information to any third part without the prior written approval of IOFS. These obligations shall survive the expiration or termination of this Agreement.

## 15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

**Islamic Organization for Food Security (IOFS)**

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

**[Full name of the Supplier]**

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

## 16. Dispute Resolution

16.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

16.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or difference or claim, whether contractual or non-contractual, arising out of or in relation to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the International Arbitration Centre of the Astana International Financial Centre (“IAC”) in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause.

The seat of the arbitration will be Astana, the Republic of Kazakhstan. The law governing the arbitration proceedings shall be the law the English law.

The governing law of this Agreement shall be the substantive law of the Republic of Kazakhstan.

## **17. Use of IOFS’s Name**

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

## **18. Status of IOFS**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOFS as an intergovernmental organization.

## **19. Waiver**

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

## **20. Termination**

20.1 IOFS may terminate this Agreement, in whole or in part, at any time with written notice to the Supplier before the loading the Goods to the carriers. Any payment done in advance by IOFS shall be refunded on or before the date of termination.

20.2 The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.

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

## 21. Severability

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

## 22. Entirety

This Agreement 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 Agreement.

## 23. Final Clauses

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

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

Signed in duplicate in English, on the dates and at the places indicated below.

*For and on behalf of*  
Islamic Organization for Food Security

*For and on behalf of*  
[Full name of the Supplier]

Signature

Signature

\_\_\_\_\_  
Yerlan A. Baidaulet  
Director General  
Date

\_\_\_\_\_  
Name  
Position  
Date

*Annex I  
Specification*

**Specification**

Pilot batch size	250 tons of wheat flour
Technical specification of wheat flour	Wheat flour 1st grade Whiteness 50 Gluten no less than 30% Humidity no more than 15% Ash content 0.75% Protein 10.6% Color white or white with a yellowish tint
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