

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Provision and installation of IV Plant

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

IOM Yemen Address

21th April 2019

REQUEST FOR PROPOSALS
RFP No.: SANMHU20190575

Mission: IOM Yemen

Project Name:

WBS:

Title of Services:

Provision and installation of IV plant in Yemen



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the Provision of Personal & Human Resources Administration in Yemen for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Provision and installation of IV Plant with all accessories installation, training and sale after service.

The Service Provider will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. VIS

The Proposals must be submitted through email at copying iomyemenprocurementbids@iom.int not later than 15th of May 2019.

No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers

IOM Procurement Unit

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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Section I - Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Service Provider.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers are encouraged to visit factory “Yemen Drug co. Ind.& Co. and for technical query may write email to Mr. Nedal Odeh, Project Manager Medical health unit (nodeh@iom.int copying iomyemenprocurementbids@iom.int) prior to submitting a proposal.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the location, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
 - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

4. Clarifications and Amendments to RFP Documents

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers who have acknowledged the Letter of Invitation.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The

request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least three days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

5.1 A Service Provider Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in English. All reports prepared by the contracted Service Provider shall be in English.

5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

6.1 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Form TPF 1(Section II) **along with required information mention in clause 10.4.**

6.2 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, Service Provider are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 & FPF 2 (Section III).

7.2 The Financial proposal shall include fowling.

- *Equipment cost.*
- *Transportation Cost.*
- *Shipment cost if any incase of import*
- *Installation cost*
- *Training cast after sale*
- *Boarding lagging cost if any*

- *Any other cost.*

7.3 Service Providers shall express the price of their services in *USD*

7.4 The Financial Proposal shall be valid for 120 calendar days. During this period, the Service Provider is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

8.1 Service Providers may only submit one proposal. If a Service Provider submits or participates in more than one proposal such proposal shall be disqualified.

8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

8.3 The Service Providers shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

8.4 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the Service Provider unopened.

8.5 After the deadline for the submission of Proposals, all the Technical proposal shall be opened first by the IOM. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. IOM has the option to open the proposals publicly or not.

9. Evaluation of Proposals

9.1 After the Proposals have been submitted to the IOM and during the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with any IOM member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the

Service Providers Proposal.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than twenty-one (21) calendar day. after the deadline for receipt of proposals. The services are required for six months with the possibility of extension if required by IOM.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system¹. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is 70%.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

Basic Evaluation Technical Criteria		
Criteria	Bench Marks	Marks
Year of Establishment	Please submit a valid company registration certificate to work in Yemen.	Mandatory
Relevant Experience	Companies should have at least 5 years of experience (<i>preferably with UN/INGOs</i>) in the manufacturing of IV plants or similar projects. Please attach proof of such experience like service order/contract/notice of award	50
Satisfactory / Completion certificate	At least two Certificate of satisfactory or completion services certificate during last five years.	20

The minimum technical score St required to pass is: **70%** Points.

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
 - a) late submission, *i.e.*, after the deadline set
 - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. IOM has the option to open the Financial proposals publicly or not.
- 11.3 IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 IOM will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula:

$$\mathbf{Sf = 100 \times FI / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,

FI - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights² (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

12. Negotiations

² May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *15th of June 2019 at IOM office Hadda area behind Turkish embassy, Sana'a Yemen.*
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed technical staff, IOM expects to negotiate a contract on the basis of the experts named if require for installation of plant and for training for staff in the proposal.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on *20th of July 2019*

14. Confidentiality

14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer provision and installation of IV Plant *[insert Title of HR services]* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provision and installation of IV Plant for *[insert Title of HR services]* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued, and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

Item No.	Item Description	Quantity	Unit	Cost
1	Non – PVC soft bag IV solution FFS machine (as per descriptions in the attachment)			
2	Autoclave sterilization system (as per descriptions in the attachment)			
3	Solutions Manufacturing Vessels required 2 Sets (as per descriptions in the attachment)			
4	Distillation Unit for production of (Water for Injection) with production capacity of 3000 L/Hour (as per descriptions in the attachment)			

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

1. Complete specification:

I. <u>Non – PVC soft bag IV solution FFS machine with:</u>
1. Actual production Capacity: 4500-5500 BPH of 500 ml with efficiency not less than 95% -in addition to sizes :1000 ml, 50,100,250 ml
2. Sterilization: the filling system is in – line sterilizable up to 121° C, CIP/SIP device
3. Temperature: Max 35°C,
4. Sensors: All sensors should be prepared with plug/socket connection as far as possible for easy dismounting if needed. in any case the sensor must be changed without to relocate a new wire.
5. Solution Pressure: 1-5 Kg/cm ² ±0.2 cm ²
6. Bag Film: Non-PVC (polypropylene) double-wounded multilayer Flate Film
7. Assembling structure: Pipe connection and valves should be of sterile products, be easily dismounted and cleaned compare to cGMP requirements.
8. Material: All product contact steel parts should be of stainless steel 316L All other product contact parts such as flexible hoses and gaskets shall not be toxic, should not have any chemical reaction with the solution , can stand sterilization temperature of 125 C° and should not emit particles , be wear resisting , anti-aging and not be deformed . All other parts should be of stainless steel of various qualities (304). All material complies to DIN or AISI.
9. Film thickness: 190 µm ±20 µm.
10. ID of Film Roll: Min. 150 mm,
11. Max. OD of film roll: Max 600 mm
12. Specifications: 50 ml ,100 ml, 250 ml,500 ml, 1000ml (others to be tailored),
13. Bag Form: Single port, Hot Sealing
14. Printing: Hot Foil Printing

15. Power Supply: 230-400V \ 50 Hs
16. Noise: Max 75 dB;
17. Height: NMT 2.25 M
18. <u>Laminar Air Flow (LAF Unit)</u>
- . Laminar Air flow units generate a sterile, vertical and non-turbulent (laminar) repressuring flow.
- . The air cleanness corresponds with the class 100 according to the US-Fed.- Standard 209s.
II. <u>Autoclave sterilization system.</u>
1. Working temperature: 100-140 °C
2. Loading Capacity: 10,000 Pcs /Cycle 500ml bags basically with one(10,000) or two chamber (5000) . the other sizes may to be calculated accordingly with their dimensions.
3. Temperature Equilibrium: NMT 1°C.
4. Control accuracy: NMT 0.15 °C
5. Sufficient trolleys for 10,000 Bags (500 ml) on lied position of bags; easy handling
6. PLC and HMI (Siemens) and printing system using A4 paper
III. <u>I.V. Solutions Manufacturing Vessels required 2 Sets</u>
1. CAPACITY: 5000 L Net
2. Shell: 6 mm Thick, SS 316L Quality, Electropolished, cylindrical Vertical with Top & Bottom
3. Dished End.

4. Top: : 5mm thick, SS 316L Quality, Dished end with WIP/SIP Nozzle, Air Vent, Compound Gauge, Safety Valve, Light Glass with Halogen Bulb & Cover, Manhole with Sight Glass, Spare Nozzle, Spray ball, 0.2 μ Vent Filter in a jacketed Housing (electrically Heated), Inlet Nozzle & lifting Lugs.
5. Bottom: 8 mm Thick, SS 316L, Dished End, with flush Bottom Valve, & Drain Valve
6. Jacket: 6mm Thick, SS 304 Quality with air vent, pressure gauge , safety Valve and Nozzle for Steam /water inlet & Steam/water outlet.
7. Jacket Bottom: 8 mm Thick, SS 304 Quality with jacket Drain Plug.
8. Heating: Direct Steam inside the Jacket
9. Insulation: 50 mm Thick, Resin Bonded Glass wool.
10. Cladding: 2 mm thick, SS 304 quality, Welded Cladding.
11. Stirrer: 10 HP, 1400 RPM, CROMPTON / Siemens Made, SS 316L, Bottom Entry Propeller Type Stirrer with mechanical Seal, Cooling arrangement and Variable frequency Drive.
12. Legs: SS 304 quality (4 Nos.)
13. Baffles: SS 316L Quality Baffles for breaking the vortex.
14. Vessel should be also provided with Flow meter Valve (combination of Capacitance Type LEVEL Indicator Cum Controller & Separate Actuated Diaphragm Valve to control the flow of liquid. A display meter should display the volume inside the vessel Once the desired volume is filled, the actuated valve should turn OFF to give the measured Volume, Thermowell, PT 100 Sensor, Digital thermometer controller, pneumatic operated steam control valve and steam trap. All Valves should be of sanitary Diaphragm Type
15. The vessel should be provided with load cell for weight measurement (Sartorius, Mitler Tolido); the transmitter/display of load cell should be mounted in the electrical control panel. Or If possible, the vessel should be provided with weight- volumetric system that allow measurement either in volume or weight of the fluid components.

16. The preparation system should be provided with heat exchange plates with output temperature of 25°C-35 °C between preparation vessel and FFs Machine.
17. Preparation vessels should be provided with all necessary connections, extensions and micro-filter unit as follow:
- Between Distillation unit to FFS Machine
- Between Distillation unit and preparation vessels
- Between preparation vessels. and insuring the pumping of ready solution to FFS machine.
IV. <u>Distillation Unit for production of (Water for Injection) with production capacity of 3000 L/Hour</u>
V. <u>General Conditions:</u>
1. All components of production line should be designed to work in accurate synergy and satisfied the actual production capacity of FFS machine and complying the requirements of cGMP.
2. The Vendor should provide all necessary documents, certificate proofing the quality of materials used in construction of machineries (COM)
3. The mentioned specifications are basic and do not exclude any other necessary specifications and features that insure the appropriate performance of the production line, which may to be added to the specifications list.
4. Vendor should present guarantees for the work of production line components for 24 months and including the consumable spare parts for the period of guarantee.
5. Vendor should confirm, that all technical support including supply of spare parts for all machinery will be assured for 10 years, started from the date of start-up.
6. Vendor should include training of company stuff for operating and maintenance.
7. Vendor should be responsible for installation and Run Test.
8. Vender should present all electronic and electric accessories should be from known international suppliers.
9. DQ, IQ, OQ,PQ, are required in the offer.
10. FAT and SAT performance should be applied.

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

VENDOR INFORMATION SHEET (VIS)

Name _____ of _____ the _____ Company

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____ _____

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc. Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____

Bldg. and Street _____

City _____

Country _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Account No. _____

Swift Code _____

Iban Number _____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

Trade Reference

Company	Contact Person	Contact Number
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>

Banking Reference

Bank	Contact Person	Contact Number
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

FOR IOM USE ONLY

Purchasing Organization _____

Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vender Type Global L

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS

Between
The International Organization for Migration
And
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”) of *[insert address]* represented by *[insert Name, Title of Chief of Mission]*, hereinafter referred to as “**IOM,**” 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]*. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. Introduction and Integral Documents

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

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

- a) Annex A - Bid/Quotation Form;*
- b) Annex B - Price Schedule;*
- c) Annex C - Delivery Schedule and Technical Specifications;*
- d) Annex D - Accepted Notice of Award (NOA); and*
- e) Annex E - Performance Security.*

2. Goods/Services Supplied

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

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

--	--	--	--	--	--	--

2.2 The Supplier agrees to supply the following incidental services (the “**Incidental Services**”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental Services under this Agreement is *[currency code] [amount in figures] ([amount in words, including currency])* (the “**Price**”).

3.2 The Supplier shall invoice IOM *[upon delivery of all Goods / upon each delivery]* in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin *[add or delete as required]*

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 Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

3.6 IOM 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 IOM, 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 date]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate this Agreement without liability by giving immediate notice, and to charge the Supplier 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% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security (*applicable for contracts over USD250,000*)

- 5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to *[10 (ten)]* per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 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 IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until *[insert a date 30 days from the completion of Supplier’s obligations]* following which it will be discharged by IOM.

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 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.
- 6.3 IOM 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, IOM may reject the entire delivery. IOM 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 IOM for disposition at Supplier's risk and expense. 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.

- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

7. Adjustments

- 7.1 IOM 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 IOM, IOM 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 IOM 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 of IOM's change(s).
- 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 IOM.

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 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 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 IOM.

9. Warranties

- 9.1 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 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 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 IOM.
- 9.3 IOM 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, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM'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.
- 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 IOM, 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 IOM;
 - (d) No official, employee or agent 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 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 IOM ineligible to be awarded contracts by IOM;
 - (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 Price specified in Article 3.1 of 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 Supplier further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

9.8 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 IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.

10.2 In certain exceptional circumstances by prior written approval of IOM, 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 IOM. The Supplier remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM 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 Contract as an independent contractor and not as an employee, partner, or agent of IOM.

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 IOM or its designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

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 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 Agreement. 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:

International Organization for Migration (IOM)

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 claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 16.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 16.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

17. Use of IOM's Name

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

18. Status of IOM

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

19. Indemnification and Insurance

19.1 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 Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

19.3 The Goods supplied under this Agreement 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.

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 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.

21. Termination and Re-procurement

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

21.2 If IOM terminates this Agreement 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 IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. 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.

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

22. Severability

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

23. 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.

24. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

25. Final Clauses

25.1 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.

25.2 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
The International Organization
for Migration

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

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place