

REQUEST FOR QUOTATION (RFQ)

RFQ Reference: **4200638665**

Date: 15 May 2024

SECTION 1: Request for Quotation (RFQ) for Provision, Delivery and Installation of X-Ray Machine at IOM Kakuma (including 2 years after sales maintenance Long Term Agreement)

International Organization for Migration (IOM) International Organization for Migration (IOM) kindly requests your quotation for the provision of goods and services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3A: Technical Offer

Annex 3B: Financial Offer

Annex 4: Sample of Service Agreement

When preparing your quotation, please be guided by the RFQ Instructions and Data. **Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3A & B: Technical and Financial Offer, by the method and by the date and time indicated.** It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

IOM Kenya Supply Chain Division

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	31 May 2024 (East Africa Time) at 10.00 hrs (10 AM) If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/ .
Method of Submission	<p>Quotations must be submitted as follows:</p> <p><input checked="" type="checkbox"/> Email to iomnborfq@iom.int</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 10 MB ▪ Mandatory subject of email: 4200638665. Provision, Delivery and Installation of X-Ray Machine at IOM Kakuma ▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.
Cost of preparation of quotation	IOM IOM shall not be responsible for any costs associated with a Supplier’s preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org) .
Conflict of Interest	UNUN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UNUN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurementavailable at https://www.iom.int/do-business-us-procurement .
Eligibility	Bidders shall have the legal capacity to enter into a binding contract with IOM Kenya and to deliver to Kenya, or through an authorized representative in Kenya.
Currency of Quotation	Quotations shall be quoted in Kenyan Shilling (KES) or United States Dollar (USD)
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall:

	<input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes
Language of quotation and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3A & 3B: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input checked="" type="checkbox"/> Other mandatory documents and requirements for Technical Evaluation in accordance with the Schedule of Requirements in Annex 1
Quotation validity period	Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted. <input checked="" type="checkbox"/> Providing 2 or more options of the proposal is also not permitted. Please provide the best and final offer, meet the minimum specification required
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation.
Contact Person for correspondence, notifications and clarifications	E-mail address: kco-quotationqueries@iom.int Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.
Clarifications	Requests for clarification from bidders will not be accepted any later than 3 days before the submission deadline. Responses to request for clarification will be communicated by email Please send all request for clarification through kco-quotationqueries@iom.int
Evaluation method	<input checked="" type="checkbox"/> Meet IOM minimum technical requirements <input checked="" type="checkbox"/> The contract will be awarded to the lowest offer technically compliant offer
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Having the expertise and experiences to do the work <input checked="" type="checkbox"/> Meet IOM technical and specification requirements
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

BACKGROUND

IOM Migration Health Assessment Center (MHAC) in Kakuma conducts the migration health assessment of refugees for resettlement purpose. Chest X-Ray is the key requirement of the migration health assessment and conducted according to the protocol set by the receiving country. The IOM MHAC in Kakuma requires a new digital CXR machine to replace the existing machine.

GENERAL SPECIFICATION OF THE X-RAY MACHINE

This document contains the IOM technical specification and requirements for stationary digital x-ray machine system package including X-ray tube, detector, chest stand, table and computer with the necessary software’s and accessories, and complete package of training, installation and warranty and related requirements. The primary function of the digital X ray machine for IOM is for diagnostic chest radiography with person standing, sitting, or lying down, and taking additional chest imaging of either chest or other body parts including lateral decubitus chest x-ray view to detect Tuberculosis and other significant health conditions. The standard X-ray machine recommended by IOM is stationary but depending on the need mobile or portable digital x-ray machine can be recommended on case-by-case bases.

Parts	Subitems	IOM Recommended Standard Specifications
1. Stationary X ray machine		
Brand and Model of the x-ray Machine	Brand	Vendor to specify the brand of the X ray machine
	Model	Vendor to specify the model of the X ray machine
X-ray Machine Generator	mA,	600 or more
	KVP,	40 to 150 KVP
	Power (KW),	50KW or more (the higher is the better)
	Automatic exposure control	Present
X-ray tube	Focal spot size of the tube,	0.6/1.2mm (dual)
	Tube Material	Tungsten-Rhenium
	Movability	Multitrotating tube (capable to take decubitus view on the table), X-ray tube rotation: $\pm 135^\circ$
	Heat capacity, cooling rate and thermal protection	300KHU or more (the higher is the better)
Tube stand	Floor /ceiling amounted tube,	Floor mounted is the standard as it needs less space and no need for strong ceiling Strong; Horizontal travel range ~ 140 cm; Vertical travel range ~ 150 cm; Rotation of tube around vertical axis: $\pm 90^\circ$; (Vendor should specify the type, whether it is floor or ceiling mounted)

Bucky Chest	Bucky (Chest Bucky)	Highest vertical and rotation Bucky movement Distance from chin rest to active area of Bucky allows to fully include the chest x-ray image and avoid cutting of the apices Ergonomic, Strong Bucky stand, which can be well fixed on the floor,
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Table	X-ray Table	Mobile Table, two-way table with locking wheel (should be made with a heavy-duty steel frame to provide maximum rigidity. with the radiolucent tabletop supporting up to a 300 lb. (136 kg) patient weight. Fixed standard table is not required.
Grid	Grid Included	grid ratio, 12:1 or more (the higher is the better)
Exposing switch (Console)	Image exposing Console (If separate from the operator's work station)	Display automatic (Digital) with exposing button
Collimator	Automatic/Semiautomatic/manual, with light beam centering and timer	(Vendor should specify the type) Automatic better followed by semiautomatic and manual respectively
Electricity source requirement	Electricity requirement of the x-ray room	three Phases

2. The Detector

The Detector specification	Brand/model	Vendor should specify the brand and model of the detector
	One/double detector,	preferred if double for both table and Bucky instead of moving the detector between the Bucky and table
	Physical weight	5kg or lower (smaller is better)
	Physical size of detector	17X17" is the standard for the Chest Bucky, 14X17" acceptable for the table
	Detector Material	Cesium Iodide (CsI), better than Gadolinium oxysulfide (Gadox)
	Pixel number	3000 x 3,000 or more (the higher the better)
	Pixel size/ pitch	140 µm or lower, (the lower the better)
	DQE (Detective quantum efficiency)	65% or more for three phase machine and >80% for single phase machine
	Analog to Digital (AD) Conversion	12 bits or more
	Image transfer method	Wired/wireless image transfer –or wireless through Wi-Fi router, the best specification and latest model of router
Digital image quality	The image quality will be checked and confirmed acceptable by IOM subject matter expert.	

Detector Battery	Charging method	1. direct electric charging preferred 2. if not, external battery charging with tethering option
	If external battery charger, number of batteries	At least 3 batteries
	If external battery charger, number of chest x-ray it can take after full charge of the battery	after full charging, can take 200 or more CXRs or lasts for 8 hours of operation

	If direct electric charging, is detector integrated(internal)/ or movable (external)	If the machine has double detector for both chest and table Bucky separate, integrated fixed detector is better. But if single detector, external (movable) detector is preferred, so that it can be moved between the chest Bucky and the table
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3. Computer (hardware & software)

Computer (hardware & software)	Operating system	windows 10, preferably. The Operating System and software should be upgradable allowing to comply to IOM ICT standards and requirements
	Memory	16GB or more
	Processor	latest, i7 or above
	Image storage	1TB or higher (can store more than 3000 CXR images)
	Image manipulating software	Specify brand name of software. Software should be compatible with OS upgrade as per the IOM ICT Standards and requirements
	DICOM compliance	DICOM 3 compatible & and IHE compliant, with ability to network to PACS
	Ports	Ports for USB, DVD/CD burning ability
	Radiographer monitor size	minimum 17"
	HIS/RIS	included and enabled
	Other supports	Supports worklist modality, storage, printing and query and retrieve. (Should support connecting to DICOM Modality Worklist Server)
	Biodata fields on the display	All biodata fields can be accessible on the display
Uninterruptible Power Supply	Workstation should be connected to UPS	

4. Other Items

	Registration by regulatory body	The machine is approved by authorized regulatory bodies and manufacturer is legally registered, and agent/vender is available in Kenya
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Certification	Certification document	Vendor must submit any of the following certification documents: 1. Preferably if WHO/SRA certification such as FDA or EU certification. 2. If not, Certification from the country where the X-ray machine will be installed +/- CE marking 3. If 1 and 2 are not available, Certification from the country of manufacture of the X ray machine and confirmation that the X-ray machine is allowed to be installed in the country where the x-ray machine will be installed, OR 4. If 1, 2 and 3 are not available, ISO 9001 or ISO 13485 or IAEA certificate
After sale service by the vender	Availability of technical support locally, in the country of delivery	Vendor should confirm if technical support is available locally in the country where the X ray machine is going to be installed
	The capacity of the technicians in the country of delivery	The vendor should confirm the technicians available locally are able to fix any machine related issues
	The easy availability of technical support	The vendor should confirm the technicians available locally are accessible in regular and emergency bases, 24/7
	Response time to critical failure (The equipment stops working)	Uninterrupted support with response in few hours preferred, onsite or remote,
	Response time to non critical failure (the equipment is still working)	within 3 days
Spare part availability	Availability of technical support locally, in the country of delivery	All spare parts are available locally
	Time needed to get spare part, when not available in stock in the country	The vendor should specify how long does it take to get spare parts if not available locally (within a week)
Global reputability of the brand in the sector including the years of experience in the market and field-proven products	Good/Bad/No experience	Positive experience of at least 25 years of the manufacturer of X ray machine with no known technical issues
Image quality checks	DICOM CXR images can be provided for image quality checking	Upon request by IOM, the vender agrees to send at least 5 chest X ray DICOM (Not JPEG) images taken by the same machine brand and model installed at another institution has to be checked by a radiologist to ensure the acceptability of the image it produces. (Sample images should be recent and original uncompressed DICOM images)
Delivery time	Duration of time needed for delivering the machine and certainty	The fastest possible

Warranty	Duration of warranty	Minimum 2 years
	The parts/actions included in the warranty	The warranty is comprehensive including the X ray machine tube, detector and other high vacuum items. (including changing new detector-if the detector fails)
	The service and maintenance agreement included in the warranty	and 2 years maintenance agreement for regular service every 6 months (calibrations, software updates) and on-call for troubleshooting (including weekend)
Installation	Included in the Package	The installation will be done by the vendor as part of the package
Users training	Included in the package	Training will be given to the users by the vendor as part of the package

TECHNICAL EVALUATION

All criteria will be evaluated on a Pass/Fail basis. Bidder must pass all the requirements listed below in order to be declared “Technically Complied” and their Financial Proposal/Quotation will be evaluated.

Mandatory Requirement/Criteria	Compliance to The Requirement
Meet IOM Recommended Standard Specifications for the X-Ray Machines and accessories as stipulated in the General Specification stipulated in Annex 1 “Schedule Requirement”	Pass/Fail
Submission of Annex 2: Quotation of Submission Form	Pass/Fail
Submission of Annex 3A: Technical Offer	Pass/Fail
Submission of Annex 3B: Financial Offer	Pass/Fail
Provide soft copy of the equipment brochure / datasheet / technical specification of the model quoted	Pass/Fail
Minimum five (5) years of relevant experience in provision and installation of x-ray machine	Pass/Fail
Provide minimum three (3) copies of genuine evidence for supplying and installing x-ray machine for the last 5 years such as Purchase Order or Contract,	Pass/Fail
Provide two (2) year warranty	Pass/Fail
Have a local and authorized office/representative/partner in Kenya to attend to technical problem and maintenance request	Pass/Fail
Ability to provide, deliver and install within 45 calendar days from the date of Purchase Order/Contract date	Pass/Fail
Ability to provide 2 years maintenance service (Long Term Agreement) with regular service every 6 months to IOM Kakuma, and on-call for troubleshooting (including weekend)	Pass/Fail
Submission of: 1. WHO/SRA certification such as FDA or EU certification. 2. If not, Certification from the country where the X- ray machine will be installed +/- CE marking 3. If 1 and 2 are not available, Certification from the country of manufacture of the X ray machine and confirmation that the X-ray machine is allowed to be installed in the country where the x-ray machine will be installed, OR 4. If 1, 2 and 3 are not available, ISO 9001 or ISO 13485 or IAEA certificate	Pass/Fail

<u>Upon request by IOM</u> , able to provide at least 5 chest X ray DICOM (Not JPEG) images taken by the same machine brand and model installed at another institution has to be checked by a radiologist to ensure the acceptability of the image it produces (Sample images should be recent and original uncompressed DICOM images)	Pass/Fail
Acceptance to IOM Payment Term: Within 30 days after delivery.	Pass/Fail

DELIVERY REQUIREMENTS

Delivery Requirements	
Delivery date and time	Within 45 calendar days from the Purchase Order/Contract Date
Delivery Terms (INCOTERMS 2020)	DAP
Customs clearance (must be linked to INCOTERM)	<input type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> IOM <input checked="" type="checkbox"/> Supplier/bidder, IOM will only assist in providing PRO1B (Import Duty Free) if applicable <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	IOM Kakuma Office, Turkana County, Kenya GPS Coordinate: 3°45'43"N 34°49'44"E
Distribution of shipping documents (if using freight forwarder)	Not Applicable
Packing Requirements	Box to be labelled with vendor's name and PO Number as reference
Training on Operations and Maintenance	Complimentary training on operations as part of the package/proposal (all inclusive). Must provide two (2) year maintenance with bi-yearly visit in Kakuma
Warranty Period	Minimum two (2) year warranty The warranty is including the X ray machine tube, detector and other high vacuum items (including changing new detector-if the detector fails)
After-sales service and local service support requirements	2 years maintenance service (Long Term Agreement) with regular service every 6 months to IOM Kakuma, and on-call for troubleshooting (including weekend)
Preferred Mode of Transport	Not applicable
Other information	Supplier must arrange their own delivery and installation to IOM Kakuma site, including transportation and accommodation of the technician/personnel. The same arrangement is also applicable for the technician/personnel for regular service visit.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder’s Declaration, sign it and return it as part of their quotation along with Annex 3A & B: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	4200638665. Provision, Delivery and Installation of X-Ray Machine at IOM Kakuma	Date:

VENDOR INFORMATION SHEET¹

For new vendor that is not yet registered as IOM vendor, please attach the latest vendor information sheet to be filled in and signed by the vendor

BIDDER’S DECLARATION OF CONFORMITY²

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise, and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules, and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.

¹ [Vendor-Information-Sheet---UN-Code-of-Conduct_English.pdf](#)

This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.unhcr.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 3A: TECHNICAL OFFER

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	4200638665.Provision, Delivery and Installation of X-Ray Machine at IOM Kakuma	Date:

Please download the excel sheet of Annex 3A “Technical Offer” from the following link [Annex A Technical Offer . X-Ray Kakuma.xlsx](#) and fill the form with your offer specifications. Do not saved the file online.

Submission of Technical Offer is mandatory

- **Vendor must download and fill the Technical Offer with their specifications on the column of Vendor’s Response.**
- **Please do not response with YES or NO answer only**
- **The Technical Offer must be accompanied with brochure / datasheet / technical specification of the model quoted as a mandatory requirement for the Technical Evaluation (Reference to Annex 1)**
- **Technical Offer must be signed and submitted with other required documents, annexes and forms as integral part of the bid submission**

ANNEX 3B: FINANCIAL OFFER

Bidders are requested to complete this form, sign it and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	4200638665. Provision, Delivery and Installation of X-Ray Machine at IOM Kakuma	Date:

Currency of the Quotation: (please specify... USD/KES/Other)					
Item No	Description	UOM	Qty	Unit price	Total price
LOT 1: Provision & Installation of X-Ray Machine					
1	Provision of x-ray machine (please refer to annex 1)	Unit	1		
2	Relevant hardware, accessories, computer, and software as applicable according to the manufacture	Lumpsum	1		
3	Delivery cost to IOM Kakuma - Turkana County	Lumpsum	1		
4	Installation + Training	Lumpsum	1		
5	Logistics (board, lodging and per diem) of team who will deliver & install the x-ray machine	Lumpsum	1		
TOTAL all-inclusive fee # 1-5 above					
LOT 2: De-Installation of the existing X-Ray Machine					
1	De-installation of the existing x-ray machine in IOM Kakuma office	Lumpsum	1		
2	Transportation to bring the de-installed (existing) x-ray machine from Kakuma to Nairobi	Lumpsum	1		
LOT 3: two (2) year after sales service					
two (2) year after sales service for maintenance with quarterly visit every 6 months for calibration and software updates, 24/7 on call basis for troubleshooting					
GRAND TOTAL (LOT 1 + LOT 2 + LOT 3)					

Compliance with Requirements (PLEASE FILL THIS PART)

	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Mandatory Requirement/Criteria for Technical Evaluation <i>As stipulated in Annex 1</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide soft copy of the equipment brochure / datasheet / technical specification of the model quoted	<input type="checkbox"/>	<input type="checkbox"/>	
Minimum five (5) years of relevant experience in provision and installation of x-ray machine	<input type="checkbox"/>	<input type="checkbox"/>	
Provide minimum three (3) copies of genuine evidence for supplying and installing x-ray machine for the last 5 years such as Purchase Order or Contract	<input type="checkbox"/>	<input type="checkbox"/>	
Delivery Term (INCOTERMS). DAP. Within 45 calendar days from the date of Purchase Order/Contract	<input type="checkbox"/>	<input type="checkbox"/>	
Have a local and authorized office/representative/partner in Kenya to attend to technical problem and maintenance request	<input type="checkbox"/>	<input type="checkbox"/>	
Warranty <i>Minimum two (2) years warranty. The warranty is comprehensive including the X ray machine tube, detector and other high vacuum items. (including changing new detector-if the detector fails)</i>	<input type="checkbox"/>	<input type="checkbox"/>	
After Sales Service <i>Able to provide two (2) years maintenance with bi-annually visit by entering service agreement (reference to Annex 4: sample of Service Agreement) for calibration, software update and after sales' technical advice and adhoc support upon IOM request</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of Quotation <i>60 days from bid/quotation date</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Payment terms <i>30 days after receipt of goods, works and/or services and submission of payment documentation</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Upon request by IOM, able to provide at least 5 chest X ray DICOM (Not JPEG) images taken by the same machine brand and model installed at another institution has to be checked by a radiologist to ensure the acceptability of the image it produces (Sample images should be recent and original uncompressed DICOM images)	<input type="checkbox"/>	<input type="checkbox"/>	

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.

Exact name and address of the company

Company Name Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Phone No.: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Authorized Signature:

Date: Click or tap here to enter text.

Name: Click or tap here to enter text.

Functional Title of Authorised

Signatory: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

ANNEX 4: SAMPLE OF SERVICE AGREEMENT

SERVICE AGREEMENT
between
the International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 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 Terms of Reference
 - (d) **Annex D** - Accepted Notice of Award (NOA)
 - (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):
[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]
- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.
- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.
- 2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]) (the “**Service Fee**”).
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]
- 3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 3.4 *The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.*
- 3.5 *IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.*

4. Warranties

- 4.1 *The Service Provider warrants that:*
- (a) *It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services 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 of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;*
 - (e) *It has not misrepresented or concealed any material facts in the procurement of this Agreement;*
 - (f) *The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;*
 - (g) *It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;*
 - (h) *The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider 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 thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.*
 - (i) *It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.*
 - (j) *It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.*
 - (k) *It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.*
- 4.2 *The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:*
- (a) *a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;*

- (b) *a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;*
- (c) *a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;*
- (d) *a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.*
- (e) *an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.*
- (f) *any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.*

4.3 The Service Provider 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.*

4.4 *The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.*

5. Assignment and Subcontracting

5.1 *The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.*

5.2 *In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider 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 Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder 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.

6. Delays, Defaults and Force Majeure

- 6.1 *Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.*
- 6.2 *In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.*
- 6.3 *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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.*
As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.
IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's 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 Service Provider shall be available for interview.

9. Confidentiality

- 9.1 *All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider 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.*
- 9.2 *Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.*

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. 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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.
- 12.4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the 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.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Guarantee and Indemnities

- 15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 15.2 The Service Provider 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 Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the



Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. 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.

17. Termination

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. 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.

19. Entirety

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both 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
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

