



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

IOM Georgia

**REQUEST FOR QUOTATIONS (RFQ)
 AND
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)**

Project: Reinforcing the Capacities of the Government of Georgia in Border and Migration Management

Ref. No.: RFQ No. GE10-4300153363

Date : 27.03.2017

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of the project “*Reinforcing the Capacities of the Government of Georgia in Border and Migration Management*”, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of *the Gas Chromatography / Mass Spectrometry System*:

Item No.	Item Description	Q-ty	Unit
1	Gas chromatography/Mass Spectrometry System: a. Factory pre-configured and tested Controlled Substances Analyzer based on GC/MS system with hydrogen carrier gas. b. FID Gas Station. Generates high purity hydrogen and air for FID detector c. UPS according system requirement d. Installation, on-site training, warranty and maintenance	1	set

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM’s action.

Very truly yours,

Marc Hulst
 BEAC Chairperson

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotation for the supply and delivery of the following *Gas Chromatography / Mass Spectrometry System*:

Item No.	Item Description	Q-ty	Unit
1	Gas chromatography/Mass Spectrometry System: a. Factory pre-configured and tested Controlled Substances Analyzer based on GC/MS system with hydrogen carrier gas. b. FID Gas Station. Generates high purity hydrogen and air for FID detector c. UPS according system requirement d. Installation, on-site training, warranty and maintenance	1	set

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, 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 Suppliers, 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 any thing 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

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

- A Supplier has controlling shareholders in common with another Supplier;

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

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address:

*International Organization for Migration, Mission to Georgia
19 Tengiz Abuladze Street,
0162 Tbilisi, Georgia
momiadze@iom.int*

IOM will respond to any request for clarification received on or before *10 April 2017 16:00*. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM.

This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)
- d.) Vendor Information Sheet (Annex D) supported with the following documents:
 1. Company Profile (including the names of owners, key officers, technical personnel);
 2. Registration Documents presented as:
 - a. Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any or
 - b. Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry or
 - c. Valid Government Permits/Licenses;
 3. Financial Statements for the last 3 closed financial years (2014, 2015 and 2016) (audited or issued from relevant Government agency);
 4. Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details);
 5. Catalogues/Brochures;
 6. List of Plants/Warehouse/Service Facilities;
 7. List of Offices/Distribution Centers/Service Centers;
 8. Quality and Safety Standard Document / Manufacturer ISO 9001;
 9. List of all contracts entered into for the last 3 years (indicate whether completed or ongoing);
 10. Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation.
- e.) Proforma Contract ¹ or PO Standard Terms and Conditions (Annex E)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

¹ If applicable in lieu of Purchase Order.

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in **English** and prices shall be quoted in **Euro (EUR) or US Dollar (USD)**, exclusive of VAT. The applicable exchange rate will be the official IOM exchange rate at the time of the evaluation.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of **30 calendar days**, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope containing one original, marked 'ORIGINAL' and one copy signed in the same way as the original and marked 'COPY'.

The outer envelope should provide the following information:

- a) the address for submitting bids indicated below;
- b) the Reference Number: RFQ No.: GE10-4300153363;
- c) the words '**Not to be opened before the tender-opening session**';

The Supplier must seal the original and one copy of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to:

International Organization for Migration (IOM), Mission to Georgia

19 Tengiz Abuladze Street,
0162 Tbilisi, Georgia

Quotation shall be submitted by *hand delivery or via international express mail services* to the above address on or before *18 April 2017 by 12:00*. Late Quotations will not be accepted.

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM;
- (f) the offered price is above the approved budget.

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1;
- (b) Compliance with technical specifications including delivery requirement;
- (c) Price.

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall

verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery site:

7a Noneshvili Street, Gurjaani 1500, Georgia

The applicable INCOTERMS will be DAP².

Delivery period shall be within 60 calendar days upon signing of the Purchase Order or Contract.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, in 1 (one) installment, after satisfactory delivery of the requested goods, and upon IOM's receipt of invoice describing the goods delivered.

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

² DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of *[insert description of goods]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 20_____.

[signature over printed name] *[in the capacity of]*

Duly authorized to sign Quotation for and on behalf of
_____ *[name of company]*

PRICE SCHEDULE FORM

PROJECT TITLE : _____

LOCATION : _____

REF NO. : _____

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
TOTAL								

Suppliers authorized signature over printed name

Technical Specifications

PROJECT TITLE: Reinforcing the Capacities of the Government of Georgia in Border and Migration Management		
Item Code: 1		
Item Description: Gas chromatography / Mass Spectrometry System		
Manufacturer:		
Origin:		
Model:		
Cat./Page:		
PURCHASER'S SPECIFICATIONS		BIDDER'S SPECIFICATIONS
<p style="text-align: center;">GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM</p> <p>Factory pre-configured and tested Controlled Substances Analyzer based on GC/MS system with hydrogen carrier gas GC/MS System must be produced in accordance with ISO 9001 standard and meet 21CFR11 requirements.</p> <p>Gas Chromatography (GC) Specifications</p>		<p>GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM</p> <p>Gas Chromatography (GC) Specifications</p>
1.	Ambient temperature and pressure compensation	The Gas Chromatograph must have ambient temperature and pressure compensation feedback for electronic pneumatic control for all inlets and detectors.
2.	Auxiliary EPC modules	The Gas Chromatograph must have an Optional 3 channel module of auxiliary EPC to be used for flow control of external sampling devices such as a thermal desorber shall be available.
3.	Gas Phase Microfluidics capability	The Gas Chromatograph must have available a low thermal mass Gas Phase microfluidics capability to provide backflush, automated Dean's Switching, effluent splitting between the mass spectrometer and another detector or the ability to change the column without venting the mass spectrometer.
4.	Hydrogen Safety	The Gas Chromatograph must have a hydrogen safety shutdown system that monitors the hydrogen flow and shuts down the gas flows and heaters if a leak is detected. The Gas Chromatograph should have oven explosion protection built into the oven door. The Mass Spectrometer analyzer should not fragmentize in the event of a hydrogen deflagration. The system should be supplied with a letter of hydrogen safety compliance form the manufacturer.
5.	Method Optimizer	The Gas Chromatograph method parameter (Column size, carrier gas type, etc..) translation function for optimizing the parameter should be built in the Software Package. The calculated result should be transferred to method for analysis.

6.	Retention time performance	Retention time repeatability: < 0.008% or < 0.0008 min * Area repeatability < 1% RSD *	
7.	EPC Modules/ EPC Channels	Must be able to install up to six EPC modules can be installed, providing control of up to 16 channels of EPC	
8.	Inlet, Aux and PCM EPC Modes	Must provide, when used with capillary columns, four column flow control modes: constant pressure, ramped pressure (3 ramps), constant flow, or ramped flow (3 ramps). Column average linear velocity is calculated.	
9.	Temperature set point resolution	Oven temperature set point resolution must be 0.1 °C.	
10.	Oven ramps/plateaus	Oven must support 20 oven ramps with 21 plateaus. Negative ramps are allowed.	
11.	Oven cool down	Oven cool down (22 °C ambient) 450 to 50 °C in a maximum of 4.0 min (3.5 min with oven insert accessory).	
12.	Pressure set point precision and control	Pressure set points must be able to be adjusted by increments of ± 0.001 psi for the range 0.000 to 99.999 psi	
13.	Carrier and makeup gas settings	User must be able to select carrier and makeup gas types. Carrier types supported are He, H ₂ , N ₂ , and argon/methane. Makeup gas types available are detector specific.	
14.	Number of inlets installed	Must be able to install up to two inlets	
15.	Split ratios allowed on S/S injector system	Must allow split ratio set point up to 7,500:1	
16.	Gas saver mode	Gas saver mode built in	
17.	Injection system	2EA of Capillary inlet with electronic pneumatics control (EPC) for split/splitless injection and Turn Top sealing system. 0-100 psi. Including chemical deactivation process for weldment and weldment insert	
18.	Detector	FID w/EPC, for capillary column only	
19.	Software -Retention Time-Locking software	The GC data system must have an integrated retention time-locking module for analyzing target compounds in complex matrices. The software module must provide the creation of custom compound databases as well as the utilization of vendor provided databases. Vendor databases include: pesticides and endocrine disruptors, PCB's, VOC's, Fatty Acid Methyl Esters, Drugs of Abuse, and Flavors and Fragrance	
20.	Two way communication between GC and MS	The GC must be able to detect a malfunction on the mass spectrometer system, independent of the workstation, and effect a shut off of high temperature zones and gas flows	
21.	Maintenance schedule and time logging with the system	The routine SOP maintenance procedures can be tracked within the system	
22.	Autosampler	50 Vial Automatic Liquid Sampler	
Mass Spectrometry (MS) Specifications			

23	EI SIM IDL Demonstrated at Install with Autosampler	10 fg or less for Inert Extractor EI source, Turbo Pump 8 sequential 1 µL injections of 100 fg/µL OFN standard solution at nominal 272 u ion. Demonstrated at install when sold with a Liquid Autosampler	
24	Ultra Inert Column of conventional size and Ultra Inert inlet liner	The installation check out column should be the conventional dimension (30m x 0.25mm I.D. x 0.25µm) Ultra Inert Column, which the Manufacture offers the MS Library for major GC/MS applications using that column. The inlet liner should be Ultra Inert for demonstration of installation check out.	
25	Detector Type	The Mass Spectrometer's detector shall be a Triple-Axis HED-EM, which places the HED-EM doubly off-axis from the axis of the transmission quadrupole.	
26	Accessibility to Mass Filter	The Mass Filter and Detector should be placed on the same plate as Ion Source for better accessibility.	
27	Trace Ion Detection (TID)	The proprietary electric noise reductions of scan MS data to improve the quality of mass spectrum.	
28	Scan Rate	The Mass Spectrometer shall have an electronic scan rate of 20,000 u/sec.	
29	Inert ion source	The mass spectrometer must use an ion source where the metallic parts are constructed from inert material. Ion Source temp controllable from 100 – 350 degrees C. Stainless steel is NOT acceptable nor is coating the metallic parts with an inert material.	
30	Monolithic quartz structure, hyperbolic form quadrupole	Mass Spectrometer must utilize a Quadrupole Mass Filter consisting of a monolithic quartz structure. A quadrupole consisting of 4 separate rods is NOT acceptable. The rods must have a true hyperbolic shape in keeping with quadrupole theory. The Quadrupole is to be independently heated and its temperature is to be user-selectable from 100 – 200°C.	
31	Filament	The system must be equipped with no less than two filaments, it must be possible to switch working filament from one to another by software without emptying the vacuum.	
32	Gold and titanium multilayer metalized hyperbolic electrode surfaces.	The quadrupole is to have its electrode surfaces covered by titanium composite and gold thin and thick films.	
33	Mass Range	The instrument must scan from 1.6 to 1050 u	
34	SIM Capacity	The mass spectrometer shall have the capability to create 100 SIM ion groups with up to 60 ions per group	
35	High Performance Synchronous SIM/Scan	The mass spectrometer's electronics must have the efficiency to support synchronous SIM/Scan. Synchronous SIM/Scan is a mode of operation that enables collection of both SIM data and full scan data in the same acquisition cycle. The fast electronics of the GC/MS system provides very fast and flexible SIM and Scan. SIM dwell times can be set in 1 msec increments from higher than 100 msec to as low as 1 msec dwell, allowing rapid	

		analysis with more compounds and more samples.	
36	Automated SIM setup	The mass spectrometer must have an automated SIM setup that can convert a full scan method to a SIM or SIM/Scan method. The software must automatically configure the number of SIM groups, SIM cycles across the peak, and the ions added to each group.	
37	High Vacuum Pumping Speed	The high-vacuum region must utilize an air-cooled high-vacuum turbo pump with a minimum pumping speed of 255 L/s (Helium) Turbo Pump with 2.5 m ³ /hr mechanical pump	
38	Max column flow rate for data acquisition (for optimal chromatography and sensitivity flow should be between 1 and 2 ml/min in EI and 2 and 4 in CI- Higher flow are used on mega bore column, not useable for Trace analysis and/or fast chromatography)	4 mL/min for turbo pump.	
39	Local User Interface	The Mass Spectrometer is to have a Local User Interface (LUSI) with only six keys, a 3 lines display and additional 1 line for MS status so that local control of the instrument can be achieved while the mass spectrometer's data system is remotely located.	
40	Retention Time-Locking software	The mass spectrometer data system must have an integrated retention time-locking module for analyzing target compounds in complex matrices. The software module must provide the creation of custom compound databases as well as the utilization of vendor provided databases. Vendor databases include: pesticides and endocrine disruptors, PCB's, VOC's, Fatty Acid Methyl Esters, Drugs of Abuse, and Flavors and Fragrances.	
41	Sleep/Wake mode (GC and MSD)	The Gas Chromatograph must have clock time programmability to allow a user to have the instrument come on at a specified time, and be at operating temperature and stable when use is required. This will also allow the user to program automated shutdown times. An example of using this feature: Friday – 6:45 p.m. shut down system, Monday 6:30 a.m. bring system back on line. Sleep/Wake mode should also be available on MSD for power saving. When GC goes to Sleep Mode, MSD is also goes to power saving mode for reduction of electric power consumption.	
42	Fast venting	When Vent Cycle is started, GC recognizes and optimizes the column flow to cool down the MSD faster.	
43	Multiple instrument and detector control and acquisition	The MS data system must be capable of controlling 2 complete GC/MSD systems and 2 additional GC's with one detector each simultaneously from a single PC data system.	
44	Software and Computer	Instrument control and data analysis Software, PC, LaserJet printer, Monitor, and 1 license of Microsoft Excel	
45	NIST 2014 MS Library Bundle.	NIST 2014 MS Library Bundle. Includes:	

		<ul style="list-style-type: none"> • Electron Ionization (EI) Library: 243k spectra of 220k compounds, with names and chemical structures - an increase of 10% over NIST '08, with continued improvement in library quality. • GC Retention Indices: 38k EI spectra with Kovacs indices, on both non-polar and polar columns - an increase of 76% over NIST '08. • MS/MS Spectra: Spectra: 121,586 Spectra of 15,180 ions (Updated in NIST11b) • MS Software: NIST MS Search and AMDIS deconvolution programs. 	
46	<p>The Controlled Substance Analyzer:</p> <ol style="list-style-type: none"> 1. The system must include a backflush chromatographic configuration to prevent contamination of the column and detector to allow for high up time. 2. The system should be supplied with full methodologies to allow for fast start up and analytical validation 3. The system must be supplied with a spectral database containing over 450 relevant compounds. Each compound must have locked retention time information against the supplied method. 4. The supplied method must be capable of running the analysis is under 14 minutes 5. Software must be supplied that automatically deconvolutes the spectral and chromatographic data and incorporates that information into a report. <p>Deconvolution Reporting Software (DRS) based Controlled Substances Screener by GC/MS with hydrogen carrier gas must Include the following components:</p> <ul style="list-style-type: none"> • Retention Time Library • Acquisition methods and factor test results on Analyzer CD • Columns and Accessories required for analysis. <ol style="list-style-type: none"> 6. References must be given of two forensic type analyzers installed in the country of tender. 7. The system must operate under hydrogen using the supplied methodology. 8. The system must be certified as safe to use with hydrogen carrier gas by the manufacturer. <p>Supplementary equipment:</p> <ol style="list-style-type: none"> 1. FID gas station according system requirements. 2. Continuous current source-UPS according system requirement. <p>Installation and Training</p> <ol style="list-style-type: none"> a) Instrument delivery, installation and training for 5 persons of the staff must be performed after signing the agreement no more than in 90 calendar days. b) The installation, training and certification must be performed by qualified specialist. c) Goods must be delivered with the quality confirmation certificates. <p>Warranty and Support</p> <p>Installation and one year on-site warranty service. On-site support must be available by qualified service engineer in 24 hours. If necessary damaged part will be repaired or replaced no later than 40 days after notification.</p> <p>Vendor must have an office/outlet in Georgia capable of doing product repair and maintenance.</p>		

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

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)

Vendor Type Global Local

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