



International Organization for Migration (IOM)

The UN Migration Agency

IOM Nigeria, Lagos sub-office

**REQUEST FOR PROPOSALS (RFP)
AND
GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹**

To : Eligible medical service providers
 Title of work : Medical services in Nigeria for a 1 year
 Ref. No. : NG20-2019-LTA 3_ Medical services
 Date : 22 November 2019

The International Organization for Migration (IOM), the UN Migration Agency is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM invites interested eligible suppliers to submit Proposals for the “**Medical services for a 1 year period**” in Ibadan, Sango-Ota (Ogun), Sagamu (Ogun State), Badagry (Lagos state), Ikotun (Lagos state), Kano, Yobe state, Owerri as detailed in the price schedule.

| Item No. | Item Description | Quantity |
|----------|---|-----------------------------|
| 1 | Medical services providers in Ibadan, Sango-Ota (Ogun), Sagamu (Ogun State), Badagry (Lagos state), Ikotun (Lagos state), Kano, Yobe state, Owerri as per detailed list below | Specified in price schedule |

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

Original provision of the proposal with all the supporting documents shall be enclosed **into sealed envelopes** (clearly marked “*Tender # NG20-2019- LTA-3_ Medical services*”) **on or before 14:00 UTC+1, 11 December 2019** to:

*International Organization for Migration, Mission in Nigeria, Procurement Unit
 1, Isaac John, Ikeja GRA, Lagos, Nigeria*

Proposal **must be registered in the bid registry**. Proposal not registered in the bids registry **will be rejected**.

Supplier might be requested to provide the duly signed and stamped **electronic versions UTC+1, 11 December 2019.**

Proposals submitted after deadline will be rejected.

Proposal shall be valid for a period of 90 days with confirmation of stated price validity for one year period after submission of Bids.

Please address questions in writing to the following email izavertana@iom.int keeping IOMLagosTenders@iom.int specifying in the subject line: "NG20-2019-LTA-3- **Medical services** - [Bidder's name] – Clarification request (attn. Yulia Zavertana)" not later than 2 (two) working days prior to deadline for submission.

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

Very truly yours,

Bids Evaluation and Awards Committee

IOM Nigeria

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Service

IOM request prospective medical service suppliers, hereinafter referred to as the “Service Providers”, to submit Proposal for provision of medical services in one or all locations Ibadan, Sango-Ota (Ogun), Sagamu (Ogun State), Badagry (Lagos state), Ikotun (Lagos state), Kano, Yobe state, Owerri :

| N | Description | Q-ty |
|----|---|------|
| 1 | General consultation and specialist care including physicians, pediatricians, obstetricians, gynecologists, general surgeons, orthopedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc. | 1 |
| 2 | Out-patient care including follow-up visits, review of investigations and monitoring | 1 |
| 3 | Emergency medical services. | 1 |
| 4 | In-patient care in a standard ward as may be required for critical cases requiring hospital admission. | 1 |
| 5 | Provision of catering services for cases admitted for in-patient care. | 1 |
| 6 | Wide-range of medical investigations including radiological diagnostic services. | 1 |
| 7 | Preventive health care services including immunizations, family planning services, health education, and counseling. | 1 |
| 8 | Provision of appropriate referral network linkages when the required medical services are not available. | 1 |
| 9 | Drug prescription and pharmaceutical care. | 1 |
| 10 | Provision of regular medical updates/report regarding the care of IOM beneficiaries. | 1 |

Requirements:

- Registration with the Corporate Affairs Commission (CAC).
- Registration/certificate of permits with Federal Ministry of Health and/or appropriate state agencies concerned with accreditation and monitoring of Health care facilities.
- Current practicing licenses with Medical and Dental Council of Nigeria (MDCN).

Suppliers must quote for unit price. Actual order will depends on actual need and will vary for each order awarded to selected participants. In the result of the selection process one or few suppliers can be awarded.

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

3. Conflict of Interest

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 Proposal;
- 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 Proposal of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Proposal 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

4.1 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 Proposal. Detailed list of the eligible countries is given in the Practical Guide to contracting procedures for European Union external actions (PRAG), Annex A2a.

Additionally the supplier must provide among other documents below listed:

- Registration with the Corporate Affairs Commission (CAC).
- Registration/certificate of permits with Federal Ministry of Health and/or appropriate state agencies concerned with accreditation and monitoring of Health care facilities.
- Current practicing licenses with Medical and Dental Council of Nigeria (MDCN).

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Proposal 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 Proposals 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 Proposal Documents.

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

Please address questions in writing to the following email izavertana@iom.int keeping IOMLagosTenders@iom.int specifying in the subject line: “NG20-19-LTA-3_medical services- [Bidder`s name] – Clarification request (attn. Yulia Zavertana)” not later than 2 (two) working days prior to deadline for submission.

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 Proposal and to reject any and all Proposals

IOM reserves the right to accept or reject any Proposals, 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 Proposal Documents

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

- a.) Proposal Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Vendor Information Sheet (Annex C)
- d.) Key Supervisory Staff Schedule (Annex D)
- e.) Equipment Schedule (Annex E)
- f.) Proforma Contract ² (Annex F)

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

9.2 Proposal Form

The Proposal 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 Proposal Form.

The language of the Proposal shall be in English and prices shall be quoted in NGN (Nigerian Naira), exclusive of VAT.

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 Proposal with an adjustable price Proposal will be treated as non-responsive and will be rejected.

9.3 Validity of Proposal Price

The Proposal shall remain valid for a period of 90 days with price validity of **twelve (12) months**, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of Proposals, 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 Proposal.

9.4 Documents Establishing Supplier's Eligibility and Qualification

² If applicable in lieu of Purchase Order.

The Supplier shall furnish, as part of its Proposal, documents establishing the Supplier's eligibility to submit Proposal and its qualifications to perform the contract if its Proposal 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 Minibus 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 Proposal Documents

Duly signed and stamped Proposal must be submitted in **a sealed envelope**. The Suppliers must seal the "Original" and "Copy" of the Quotation Documents as stated in item 9.1 (Proposal Documents) shall be duly signed and stamped and delivered **on or before 14:00 UTC+1, 11 December 2019**.

"Tender # NG20-2019-LTA_ Medical services") to:

*International Organization for Migration, Mission in Nigeria, Procurement Unit
1, Isaac John, Ikeja GRA, Lagos, Nigeria*

Late Proposals and Proposals not registered in the bid registry will be rejected.

11. Opening of Quotations.

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

12. Acceptance of Quotations.

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

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Proposal is not presented in accordance with this General Instruction;
- (b) the Proposal n 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;
- (g) the Contractor refuses to accept arithmetical corrections;

(h) The Proposal is submitted after deadline .

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

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

- Healthcare facilities located in the following locations: Ibadan, Sango-Ota (Ogun), Sagamu (Ogun State), Badagry (Lagos state), Ikotun (Lagos state), Kano, Yobe state, Owerri - **40%**;
- Provision of psychiatrist/psychological care- **10%**;
- Incorporate information/communication system that prioritizes patient data protection and confidentiality. - **30%**;
- Established patient referral network linkages. - **5%**;
- Standard hospital wards that allow for patient's privacy and comfort- **5%**;
- Healthcare facility layout meets basic hygiene and sanitary requirements- **5%**;
- Availability of patient assistance and support system- **5%**;

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 Proposal 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. In the result of this selection process one or more suppliers might be selected.

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.

The contract resulting of the RFQ shall be based on the IOM contract template indicated in Annex F of this RFQ.

17. Delivery Site and Period of Delivery

The Service Provider will be required to arrange and make available the number of vehicle (s) with the corresponding quantity IOM will require, within one (01) calendar day notice at the designated pick up/collection point anywhere as per indicated locations.

The Service Provider and IOM shall mutually agree in the acceptable period within which the Service Provider shall transport and deliver the goods to the designated point(s) of destination.

18. Liquidated Damages

If the Service Provider fails to deliver any or all of the goods they are contracted to transport within the period mutually agreed between them and IOM, a penalty equivalent to 0.1% of the total transport cost of the undelivered goods for every day of delay shall be imposed in the Service Provider.

19. Payment

Payment shall be made only upon IOM's acceptance of the service, and upon IOM's receipt of Service Provider's invoice indicating the IOM Way Bill(s) the invoice corresponds to and a copy of the IOM Way Bill that covered the shipment signed by the Consignee, confirming the delivery of the services in good order condition to the point of destination.

20. 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.

Annex A

PROPOSAL FORM

Date : _____

To : _____

Having examined the General Instruction for the **Medical Services for the 1 Year period**, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested services 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 Proposal.

I undertake if my offer is accepted, to provide the services in accordance with the prices set out in the Price Schedule. I further certify that my company shall guarantee the prices contained in the Price Schedule for the period of 1 year from the date of the signing of the contract.

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

I hereby certify that this Proposal 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

Title of work : Medical services
 Ref No. : NG20-19-LTA-3-Medical services

| N | Description | Q-ty | Price, NGN |
|----|---|------|------------|
| 1 | General consultation and specialist care including physicians, pediatricians, obstetricians, gynecologists, general surgeons, orthopedic surgeons, ENT surgeons, dental surgeons, radiologists, psychiatrists, ophthalmologists, physiotherapists, etc. | 1 | |
| 2 | Out-patient care including follow-up visits, review of investigations and monitoring | 1 | |
| 3 | Emergency medical services. | 1 | |
| 4 | In-patient care in a standard ward as may be required for critical cases requiring hospital admission. | 1 | |
| 5 | Provision of catering services for cases admitted for in-patient care. | 1 | |
| 6 | Wide-range of medical investigations including radiological diagnostic services. | 1 | |
| 7 | Preventive health care services including immunizations, family planning services, health education, and counseling. | 1 | |
| 8 | Provision of appropriate referral network linkages when the required medical services are not available. | 1 | |
| 9 | Drug prescription and pharmaceutical care. | 1 | |
| 10 | Provision of regular medical updates/report regarding the care of IOM beneficiaries. | 1 | |

Suppliers Signature and stamp over Printed Name

Annex C

VENDORS INFORMATION SHEET (VIS)

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

VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

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

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____
Fax No. _____
E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Minibusiness Organization Corporation Partnership Sole Proprietorship

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

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Minibusiness/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 |

Site Development/ Construction
 Consultancy
 Others _____

Number of Years in Minibusines: _____

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 | Minibus 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

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

| No. | Document | For IOM use only | |
|-----|--|------------------|----------------|
| | | Submitted | Not Applicable |
| 1 | Company Profile (including the names of owners, key officers, technical personnel) | | |
| 2 | Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any. | | |
| 3 | Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry | | |
| 4 | Valid Government Permits/Licenses | | |
| 5 | Audited Financial Statements for the last 3 years* | | |
| 6 | 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) | | |
| 7 | Catalogues/Brochures | | |
| 8 | List of Plants/Warehouse/Service Facilities | | |
| 9 | List of Offices/Distribution Centers/Service Centers | | |
| 10 | Quality and Safety Standard Document / ISO 9001 | | |
| 11 | List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) * | | |
| 12 | 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 | | |
| 13 | For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>) | | |

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

List of n medical personal
(To be assigned for the proposed project)

| Name | Position | Yrs. with the Firm | Qualification | Yrs. of Experience On said Position |
|------|----------|--------------------|---------------|-------------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

We hereby certify that the above list of drivers is available for use in the execution of the contract.

Contractors authorized signature over printed name

EQUIPMENT SCHEDULE (Information of vehicles)
(To be used for the proposed project)

| Type/description | Capacity | Quantity | Condition/Location |
|------------------|----------|----------|--------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| | | | |

Please add separate sheet for additional trucks. Vehicles should be in good working condition. For evaluation of transporters, trucks will be inspected before award of contract.

Indicate if it is owned or to be leased.

We hereby certify that the above equipment are available for use in the execution of the contract.

 authorized signature

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

**Service Agreement
Between
The International Organization for Migration
And
[Name of the Other Party]
On
Provision Of Medical Services**

1. Introduction and Integral Documents

- 1.1 The Service Provider agrees to provide IOM with the provision of examinations and / or treatments for beneficiaries for IOM beneficiaries referred to by IOM (“IOM beneficiaries”) 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:
- 1.2.1 Annex I: Price Schedule
 - 1.2.2 Annex II: Beneficiary Medical Assistance Voucher Form
 - 1.2.3 Annex III: IOM’s Data Protection Principles

2. Parties

The Parties to this Agreement are 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 Other Party], [Address], represented by [Name, Title of the representative of the Other Party], 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.”

3. Services Supplied

- 3.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):
- a) Performance of the medical Services to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);
 - b) Ensure and verify the identity of beneficiary prior to the performance of the medical services by the Service Provider’s personnel. In case of doubt of identity switch, IOM must be notified immediately and medical service discontinued until further notice by IOM;
 - c) Prepare a detailed final treatment report by qualified medical personnel upon completion of the treatment period and submit to IOM;

OR

- 3.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):
- a) Performance of the examination to IOM beneficiaries as requested by the Beneficiary Medical Assistance Voucher Form (Annex II);

- b) Ensure and verify the identity of beneficiary prior to the performance of the examination by the Service Provider's personnel. In case of doubt of identity switch, IOM must be notified immediately and examination discontinued until further notice by IOM;
- c) Interpretation of test results by qualified medical personnel using the official forms of the Service Provider, unless otherwise instructed by IOM;
- d) In case of a conclusive test result indicating existence of pathological condition, IOM shall be immediately informed and follow-up laboratory examinations shall be conducted as soon as possible. The beneficiary and the relevant laboratory or radiology department shall be informed about the need for additional examinations which shall be scheduled for the closest available date, preferably on the same day.
- e) Completion of the official forms and submission of completed forms to designated IOM staff directly or via courier system as agreed by IOM. Under no circumstances will the results be handed over, or the Service Provider communicate directly to the beneficiary concerned, her/his family members or any third party unless a prior written authorization from IOM is given in this regard;
- f) Only radiological examination (X-ray) of acceptable standards will be accepted and paid for by IOM. The Service fee for non-acceptable radiological examinations will not be paid by IOM. Such examinations include but are not limited to: over or under exposure, wrong posturing, respiratory-blurring artifacts or other artifacts, obscured or cut off lung fields, incomplete or wrong identification on the film or misrepresentation by the beneficiary;
- g) The examination and the interpretation of test results shall be completed on the same day, unless if due to the type of the examination additional time for an accurate interpretation is required. In such case, IOM and the Service Provider shall agree on the maximum amount of time required for testing and interpretation of results which shall be included in Annex II under "Completion By".

3.2 All Services shall be performed upon the written request of IOM only as evidenced by the signed Beneficiary Medical Assistance Voucher Form (Annex II). The Service Provider shall timely inform IOM of any further or other examination or treatment that is considered necessary. Provision of such examination or treatment shall be performed by the Service Provider only after receiving IOM's agreement in writing.

3.3 Services shall be performed by fully trained, qualified and insured medical personnel in accordance with applicable national medical standards related to health care and medical laboratory testing. Upon request, the Service Provider will make available for IOM's inspection licenses and certificates which indicates that the medical personnel performing the Services under this Agreement are duly licensed as well as documentation related to the maintenance of the equipment, procedures, safety measures and quality of consumables.

3.4 Prior to performing any medical services, treatment or examination including prescribing medication, the Service Provider shall inform the beneficiary of any potential side effects or other relevant consequences. The beneficiary (or beneficiary's legal guardian in case of a minor) shall be able to reject examination, treatment or medication at any time. In the case of rejection of examination or treatment, the Service Provider shall first inform the beneficiary about medical consequence of not undertaking the proposed services, treatment or examination. If still rejected, the Service Provider shall inform IOM about the disruption of Services. Costs are only incurred as far as the requested treatment has been provided up to the point of rejection by the beneficiary.

3.5 In case of complications or side effects caused by acts or omissions of its personnel, the Service Provider shall be fully responsible to remedy the present medical conditions until the

- beneficiary has no existing medical condition resulting from the aforementioned conduct at no additional cost to IOM;
- 3.6 IOM has the right to request an update on progress of treatment and/or examination of any beneficiary at any time and the Service Provider shall issue the update within 1 (one) day of IOM's request.
 - 3.7 All the equipment used shall comply with the highest applicable national standards on medical examinations and safe radiation levels. The Service Provider's facilities shall, at all times, observe the international standards of sterile technique in all samples handled.
 - 3.8 All services under this Agreement shall be performed with confidentiality, in accordance with IOM's Data Protection Principles (Annex III). Communication of any information regarding the patient needs to be coded by the Beneficiary Reference Number as provided in the Beneficiary Medical Assistance Voucher Form (Annex II). IOM shall share a master list to link the beneficiary to her/his reference number to the Service Provider and update such list as required. The actual name of any beneficiary must not be used in any other communication between the Parties.
 - 3.9 IOM has no obligation to request any minimum amount of any services from the Service Provider. Nothing in this Agreement shall create an exclusive business relationship between the Parties.
 - 3.10 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
 - 3.11 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.

4. Charges and Payments

- 4.1 The all-inclusive Service fees for the required Services under this Agreement are specified in detail in the Price Schedule (Annex I), attached hereto and considered an integral part, which is the total charge to the IOM. Any changes to the Price Schedule need to be made in writing with the consent of both Parties in accordance with Article 21.2.
- 4.2 If the examination and/or treatment require hospitalization, the Price shall be inclusive of rental of accommodation and provision of appropriate food of sufficient quantity and quality for the duration of the stay of the beneficiary. The price for respective examination or treatment is inclusive of all consumables necessary for the provision of requested Services.
- 4.3 The Service Provider shall invoice IOM on a monthly basis. The invoice shall include: [dates of the service, description of services provided in detail, cost breakdown and total cost for IOM, including medical documentation (add/delete as necessary)]. The original of the IOM Beneficiary Medical Assistance Vouchers shall be attached to the submitted invoice.
- 4.4 Payments shall become due [insert number of days] days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency] by [bank transfer] to the following bank account: [insert the Service Provider's bank account details].
- 4.5 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.
- 4.6 IOM shall be entitled, without derogating from any other right it may have, to defer 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.

5. Warranties

5.1 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 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) 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;
- (i) The Price(s) 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;
- (j) 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;
- (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 anti-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.

5.2 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 destroy, 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 prevent 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.

5.3 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 favors 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.

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

6. 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 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.

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, partner, or agent of IOM.

8. Dispute resolution

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

9. Delays/Non-Performance

- 9.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole

discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

- 9.2 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.

10. Confidentiality

- 10.1 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.
- 10.2 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 its Donor 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.

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Use of IOM Name

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

13. 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.

14. Guarantee and Indemnities

- 14.1 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.
- 14.2 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.

15. 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.

16. Assignment and Subcontracting

- 16.1 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.
- 16.2 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 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.

17. 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.

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. Termination

20.1 IOM may terminate this Agreement at any time, in whole or in part.

20.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

21. 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 flow down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

22. Final clauses

22.1 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 20.

22.2 Amendments may be made by mutual agreement in writing between the Parties.

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

For and on behalf of

The International Organization
for Migration

For and on behalf of

[Full name of the Service Provider]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

ANNEX I

PRICE SCHEDULE

| ITEM | DESCRIPTION | EST. DURATION | PRICE IN | PRICE IN WORDS |
|------|-------------|---------------|----------|----------------|
|------|-------------|---------------|----------|----------------|

| NO. | | | NUMBERS | |
|-----|--|----------------|--------------|------------------------------|
| 1 | X-ray posteroanterior | 1 (one) day | USD 5.00 | Five US Dollars only |
| 2 | X-ray lateral | 1 (one) day | USD 5.00 | Five US Dollars only |
| 3 | sputum sample collection and analysis | 1 (one) day | USD 10.00 | Ten US Dollars only |
| 4 | Pulmonary TB treatment, incl. medication | 6 (six) months | USD 1,000.00 | One Thousand US Dollars only |
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For: The International Organization
for Migration

For: (Service Provider)

(name)

(title)

(name)

(title)

Annex II

THE BENEFICIARY MEDICAL ASSISTANCE VOUCHER FORM
Nº [serial number]

FOR THE IMPLEMENTATION OF THE IOM PROGRAMME

ISSUED FOR: _____
REFERENCE NUMBER OF THE BENEFICIARY

TYPE OF SERVICES AND ASSISTANCE
(INCL. MEDICATION) PROVIDED: [please outline in detail what will be provided, attach
additional sheets with serial and beneficiary number if space is insufficient]

TOTAL PRICE FOR ASSISTANCE
AS OUTLINED ABOVE: _____ [currency code, amount in numbers, (amount in words)]

COMPLETION BY: _____ [include latest completion date]

SERVICE PROVIDER: _____ [name and address of the Service Provider]

VALIDITY OF THE VOUCHER: _____

APPROVED BY: _____ [name, signature of CoM/OiC, approval date]
Chief of Mission in [country name]

DATE OF ASSISTANCE PROVIDED: _____

HEREBY WE CONFIRM THAT THE BENEFICIARY OF THE IOM PROJECT RECEIVED TAILORED
MEDICAL SERVICES AS OUTLINED ABOVE

SERVICE PROVIDER: _____
NAME, LAST NAME, SIGNATURE