BIDDING DOCUMENTS

(PROCUREMENT OF GOODS)

SUPPLY AND DELIVERY OF

Medical Breathing and Respiratory equipment

Prepared by

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

Megalou Alexandrou 7, Argyroupoli, Athens

07 April 2021

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IOM International Organization for Migration
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INVITATION FOR BIDS

IFB No.: 2021/MED/05/BR

Date: 07 April 2021

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.

The International Organization for Migration (hereinafter called IOM) intends to purchase medical equipment and various locations, for which this Invitation to Bid (ITB) is issued.

In the framework of *project "Enhancing the health system's response to COVID-19 in accommodation structures for migrants and Unaccompanied Children and in COVID-19 referral Hospitals and Primary Health Centers in areas with large migrant populations"* funded by DG HOME/ESI, the IOM Bids Evaluation and Awards Committee ("BEAC") now invites interested Bidders to submit "Bid" for the supply and delivery of Medical Breathing and Respiratory equipment.

Item No.	Item Description	Quantity	Unit
1	High flow oxygen therapy	450	Piece
2	AMBU Community Replacement ASK	333	Piece
3	Bi PAP Ventilator	300	Piece
4	Close Type Nebuliser	935	Piece
5	CPAP Ventilator	179	Piece
6	HEPA filter for Mechanical Ventilator – Exhalation	1,800	Piece
7	Humidifier	392	Piece
8	Laryngeal Mask	438	Piece
9	Oxygen Therapy Consentrators	290	Piece
10	Portable Oxygen Cannister	350	Piece
11	Transport Ventilator	335	Piece
12	Oxygen Mask (with non-inhalation bag – adult)	1,867	Piece
13	Oxygen Mask (with non-inhalation bag – child)	942	Piece
14	Portables Bottles O2 (10 lt) with humidifier and rometer	1	Piece
15	Non-Invasive Respiratory Ventilators	70	Piece
16	Nubilizer Masks for Children	275	Piece
17	Nubilizer Masks for Adults	2,809	Piece
18	Wheelby Bottles O2 (10 lt) with humidifier and rometer	70	Piece
19	Wallmount Oxygen Flowmeter	565	Piece

Interested bidders may download the complete set of Bidding Documents and its annexes from the following email: https://greece.iom.int/el/tenders. Please also regularly follow the website for potential publications of addenda and/or clarifications.

Original bids along the respective bid security shall be delivered by hand or courier mail to IOM – Office in Greece at 7, Megalou Alexandrou str., 16452, Argyroupoli, Greece on or before ***27 April 2021, 14:00 local hrs***. No late proposal shall be accepted.

Bidding procedure will be conducted based on the rules of the International Organization for Migration. IOM reserves the right to select the most favorable solution in terms of IOM's programmatic requirements.

Bids shall be valid for a period of 60 (sixty) calendar days after submission of Bids and must be accompanied by a Bid Security equivalent to not less than 1.5% (one and a half percent) of the Bidders Total Bid Price in the form of in the form of bank guarantee or letter of credit from a reputable commercial banking institution.

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for IOM action.

**Award is subject to availability of funds*

Kind regards,
IOM Office in Greece

Section I. Instructions to Bidders

Instructions to Bidders

A. General

1. Scope of Bid

1.1 IOM invites bids for the supply and delivery of Medical Breathing and Respiratory equipment hereto referred as Goods. The Goods is specified in greater details in the Sub Section of the Bid Documents.

1.2 The successful Bidder is expected to complete the delivery by the Intended Completion Date which is **45 calendar days** after signature of Contract.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Bidders from eligible source countries.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3.

2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).

3. Corrupt Fraudulent, Collusive and Coercive Practices

3.1 IOM requires that all IOM Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

(ii) “fraudulent practice” is any acts 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;

(iii) “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 benefit;

(iv) “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 after the execution of a contract

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed contract.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. Equipment shall be approved/certified for distribution and usage within European Union and/or Greece.

4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The origin of goods and services is distinct from the nationality of the Bidder.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a) Instructions to Bidders (ITB)
b) Contract for Supply and Delivery of Goods
c) Schedule of Requirements
d) Technical Specifications
e) Sample Forms (Bid Form, Price & Delivery Schedule, Technical Specifications, Manufacturer's Authorization Form)
f) VIS (Vendor Information Sheet)
g) Bond Securities
h) Code of Conduct

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in electronic means to iomgrprocurement@iom.int. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than seven (7) calendar days prior to the deadline for the submission of bids. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost of Bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in English

language. Supporting documents and printed literature furnished by the Bidder may be in Greek or in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

10.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;

(b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 15 that the Medicines to be supplied by the Bidder are eligible Medicines and conform to the bidding documents in accordance with the applicable legislation of the European Union and the Greece; and

(d) bid security furnished in accordance with ITB Clause 17.

11. Bid Form

11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

12. Bid Prices

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods it proposes to supply under the contract.

12.2 For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in DAP, exclusive of VAT.

According to Article 3 Section 9 of the Convention on the Privileges and Immunities of the Specialized Agencies, Article 6 of the Agreement between IOM and the Government of Greece of 1952, IOM is exempted from all direct taxes and customs restrictions, duties, and charges. Furthermore, according to Article 23 of IOM Constitution, the Organization enjoys privileges and immunities such as VAT exemption that are necessary for the exercise of its functions and the fulfilment of its purposes.

In the event any governmental authority refuses to recognize the exemptions of IOM from such taxes, restrictions, duties, or charges, the Supplier shall immediately consult with IOM to determine a mutually acceptable procedure. The Supplier authorizes IOM to deduct from the Supplier's invoices any amount representing such taxes, duties or charges, unless the Supplier has consulted with IOM before the

payment thereof and IOM has, in each instance, specifically authorized the Supplier to pay such taxes, duties, or charges under written protest. In that event, the Supplier shall provide IOM with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and IOM shall reimburse the Supplier for any such taxes, duties, or charges so authorized by IOM and paid by the Supplier under written protest.

12.3 The INCOTERM shall be governed by the rules prescribed in the current edition of INCOTERMS published by International Chamber of Commerce (ICC).

12.4 The Bidder's separation of price components in accordance with ITB Clause 12.2 above will be solely for the purpose of facilitating the comparison of bids by IOM and will not in any way limit IOM's right to contract on any of the terms offered.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

13. Bid Currencies

13.1 Prices shall be quoted in EUR currency.

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The IOM Vendor Information Sheet (VIS) attached must be filled up for this purpose.

14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to IOM's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in IOM's Mission country (Form 3 - <u>if applicable</u>);

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.

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

14.4 The Bidder should submit with their bids the IOM Vendor Information Sheet *(see enclosed in the folder "Supporting Documents")* together with the following information in order to establish their eligibility:

a) Company Profile (including the names of owners, key officers, technical personnel)

b) Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.

c) Certificate of Registration from government agency/department/ministry

d) Audited Financial Statements for the last 3 years

e) Certificates from the Principals (e.g., Manufacturer's Authorization, Certificate of Exclusive Distributorship, Local representation and Presence of network of services and or any certificate for the purpose), indicating name, complete address, and contact details. **Local representation and services presence in the Greece are required. International companies should comply with this requirement.**

f) Tax & Social Security certificate clearance valid at the time of bid submission

g) Catalogues/Brochures

h) List of Offices/Distribution Centers/Service Centers

i) Quality and Safety Standard Documents / ISO 9001

j) List of all contracts entered into for the last 3 years (indicate whether completed or ongoing)

k) Recommendation letters from well-known clients (including IOM)

l) Signed IOM Code of Conduct for Suppliers

m) Solemn Declaration stating 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

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

15.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and

services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of

(a) a detailed description of the essential technical and performance characteristics of the goods and an item-by-item commentary on IOM's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications. Technical Specifications (Section III. Technical Specifications Form) should be fill out for the above reason.

15.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by IOM in its Technical Specifications, are intended to be descriptive only and not restrictive.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period of 60 (sixty days) after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

16.2 In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period 30 days. The request and the bidders' responses shall be made in writing.

16.3 A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify the Bid but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 17 in all respects.

17. Bid Security

17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount 1.5% of the total bid amount.

17.2 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 17.6. The bid security shall be denominated in EUR in IOM's bid security format.

17.3 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by IOM as non-responsive, pursuant to ITB Clause 25.

17.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to ITB Clause 16.

17.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.

17.6 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
(b) in the case of a successful Bidder, if the Bidder fails:
(i) to sign the contract in accordance with ITB Clause 35; **or**
(ii) to furnish performance security in accordance with ITB Clause 34

18. Format and Signing of Bid

18.1 The Bid should be consisted by six different set of documents which will be placed in separate envelopes. The sets of documents will be divided to the documents, as stated below:

- **Bidder's Eligibility and Qualification (Original and Copy)**
The set will be consisted by the documents as stated in clause 14 and Vendor Information Sheet. An original and 2nd Copy of the documents should be prepared, clearly marking each *"Bidder's Eligibility and Qualification - ORIGINAL"* and *"Bidder's Eligibility and Qualification – COPY"* as appropriate. In the event of any discrepancy between them, the original shall govern. The original and the copy sets of the documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the set of documents shall be initialed by the person or persons signing the bid.

- **Technical Conformity and Specifications (Original and Copy)**
The set will be consisted by documents which are related with the technical proposal (Section III. Technical Specifications as well as any certifications which are requested in the Technical Specifications). An original and 2nd Copy of the documents should be prepared, clearly marking each "Technical Conformity and Specifications - ORIGINAL" and "Technical Conformity and Specifications – COPY" as appropriate. In the event of any discrepancy between them, the original shall govern. The original and the copy sets of the documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the set of documents shall be initialed by the person or persons signing the bid. **For evaluation purposes, a digital copy of the technical specifications (Section III. Technical Specifications) is required in editable form (xls, word etc.) to be submitted in usb memory stick or CD.**

- **Bid/Financial Proposal (Original and Copy)**
The set will be consisted by documents which are related with the financial proposal (Form 1: Bid Form, Form 2: Price Schedule and Bid Security as stated in clause 17). Prepare an Original and 2nd Copy of the documents, clearly marking each *"Bid/Financial Proposal - ORIGINAL"* and *"Bid/Financial Proposal – COPY"* as appropriate. In the event of any discrepancy between them, the original shall govern. The original and the

copy sets of the documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the set of documents shall be initialed by the person or persons signing the bid.

18.2 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the abovementioned set of documents in separate envelopes, duly marking the envelopes as stated in 18.1.

19.2 The outer envelope shall:

(a) be addressed to IOM at the address given below:
International Organization for Migration, 7 Megalou Alexandrou str., Argyroupoli 16452, Athens; and

(b) bear the Reference Name **(Supply and delivery of Medical Breathing and Respiratory equipment)** the Invitation for Bids title and reference number **(ITB No: 2021/MED/05/BR)**

19.3 The outer envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

19.4 If the outer envelope is not sealed and marked as required by ITB Clause 19.2, the bid will still be considered, however, IOM will assume no responsibility for the bid's misplacement or premature opening.

20. Deadline for Submission of Bids

20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than **27 April 2021, 14:00 local hrs.**

20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.

21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.

22. Modification and Withdrawal of Bids

22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids.

22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of bids.

22.3 No bid may be modified after the deadline for submission of bids.

22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 IOM reserves the right to open all bids publicly or not.

23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

23.3 Bids (and modifications sent pursuant to ITB Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

23.4 IOM will prepare minutes of the bid opening.

24. Clarification of Bids and Contacting IOM

24.1 During evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

25. Preliminary Examination

25.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 Arithmetical errors will be rectified 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 bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 9) will be deemed to be a material deviation. IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Conversion to Single Currency (if applicable)

26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies in EUR currency according to IOM exchange rate for the current month and year.

27. Evaluation and Comparison of Bids

27.1 IOM will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.

a.2 IOM's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in IOM's Mission country or goods of foreign origin already located in IOM's Mission country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.3 The comparison shall be between the DAP price of the goods offered from within IOM's Mission country, such price to exclude customs duties and VAT payable against the DAP price of the goods, excluding customs duties and VAT at the destination country offered from outside IOM's Mission country.

27.4 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:

(a) delivery schedule
(b) local representation and presence of network of services in the Greece
(c) compliance with the technical specifications; and
(d) other specific criteria indicated and/or in the Technical Specifications

28. Clarification of Bids and Contacting IOM

28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.

28.2 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

29. Post-qualification

29.1 In the absence of pre-qualification, IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as IOM deems necessary and appropriate.

29.3 Prior to award, IOM shall verify and validate any documents/information submitted and if necessary, shall conduct inspection of the Bidder office, plant/warehouse and equipment.

29.4 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Purchaser's Right to Accept any Bid and to Reject any or All Bids

30.1 IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for IOM's action.

F. Award of Contract

31. Award Criteria

31.1 IOM will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily**.**

32. Purchaser's Right to Vary Quantities at Time of Award

32.1 IOM reserves the right at the time of contract award to increase or decrease, by 15% (fifteen per cent), the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder in writing, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, IOM will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause17.

34. Performance Security

34.1 Within five (5) days of the receipt of notification of award from IOM, the successful Bidder shall furnish a performance security equivalent to 10% of the Contract Price in accordance with the Conditions of Contract, in the form provided in the bidding documents, or in another form acceptable to IOM.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IOM may make the award to the next lowest evaluated Bidder or call for new bids.

35. Signing of Contract

35.1 At the same time as IOM notifies the successful Bidder that its bid has been accepted, IOM will send the Bidder the Contract provided in the bidding documents, incorporating all agreements between the parties.

35.2 Within five (5) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

Section II. Schedule of Requirements

Schedule of Requirements

PROJECT TITLE : Supply and delivery of Medical Breathing and Respiratory equipment

Item No.	Description of Goods	Quantity	Unit	Related Services Required	Reference Drawing /Specifications	Delivery Schedule	Delivery Place
1	High flow oxygen therapy	450	Piece	**a**. Provision of 24-month warranty period and service maintenance. **Local representation and presence of services in Greece** **b**. As indicated in the Technical Specifications	As indicated in the Technical Specifications	The Intended Completion Date is **45 calendar days** after signature of Contract. Indicative signature of Contact on 15 May 2021	Warehouse in the region of Attica, Athens Greece.
2	AMBU Community Replacement ASK	333	Piece				
3	Bi PAP Ventilator	300	Piece				
4	Close Type Nebuliser	935	Piece				
5	CPAP Ventilator	179	Piece				
6	HEPA filter for Mechanical Ventilator – Exhalation	1,800	Piece				
7	Humidifier	392	Piece				
8	Laryngeal Mask	438	Piece				
9	Oxygen Therapy Consentrators	290	Piece				
10	Portable Oxygen Cannister	350	Piece				
11	Transport Ventilator	335	Piece				
12	Oxygen Mask (with non-inhalation bag – adult)	1,867	Piece				
13	Oxygen Mask (with non-inhalation bag – child)	942	Piece				
14	Portables Bottles O2 (10 lt) with humidifier and rometer	1	Piece				
15	Non-Invasive Respiratory Ventilators	70	Piece				
16	Nubilizer Masks for Children	275	Piece				
17	Nubilizer Masks for Adults	2,809	Piece				
18	Wheelby Bottles O2 (10 lt) with humidifier and rometer	70	Piece				
19	Wallmount Oxygen Flowmeter	565	Piece				

Section III. Technical Specifications

Technical Specifications

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 1 Item Description: **HIGH FLOW OXYGEN THERAPY**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
1. HIGH FLOW OXYGEN THERAPY • Have a heated breathing circuit with temperature control sensor • Display the screen temperature of the circuit, the flow (L / min) and the percentage of oxygen received by the patient. • Should have a humidifier and adjust the temperature from 31 oC to 37 oC(or 31oC, 34oC, 37oC) • Provide adjustable flow from 10 L / min (or less) to at least 60 L / min • Should be able to provide O2 from 21% to 100% • Have built-in alarms with light and sound signals. • Have a locking system to avoid unintentional change of settings. • Be lightweight. • Each unit shall be supplied with a circuit set and with a nose cannula, AC / DC power supply and special wheeled drip-stand, • There must be a written warranty of at least 2 years. • The proposal should include the establishment and training of staff • Should have an authorized service in Greece • Have spare parts available for 10 years • There should be a manual in Greek and English • It is desirable for each unit to be offered together with a set of 10 circuits (consumables)	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 2 Item Description: **AMBU COMMUNITY REPLACEMENT ASK**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
2. AMBU COMMUNITY REPLACEMENT ASK 1) The resuscitation bag must be of a rigid construction with double soft silicone walls, 100% latex-free, suitable for artificial resuscitation of adults. Should be accompanied by a mask with an air chamber and a transparent vault for the visual control of patient No 5. 2) The maximum air supply shall be 1300 ml. The maximum volume of the oxygen tank should be 1500 ml with direct adjustment to the main bag without additional fasteners. Have an air inlet valve, an oxygen aperture with a corresponding inlet. 3) Have an	

automatic pressure limiting system. The elasticity of the outer wall should limit the air pressure to 70 cm H 2O, without loss of the volume of air supplied when we press the bag normally with one hand. Ability to adjust the PEEP valve directly. 4) The entire resuscitation bag should be calibrated at 134 C (including O2 tank and mask). 5) Possibility to replace each part of the device in case of failure to avoid withdrawal of the whole device. Submit a fully detailed list of spare parts. 6) Carry a restraint strip to ensure the safe grip of the bag and achieve uniform compression with one hand. 7) Offer for selection multi-purpose masks with an air chamber and transparent vault for the visual control of the patient in all numbers and to be calibrated at 134 o C. Offer for the selection of single-use peep-valve as well as manifolds calibrated in 134 C.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 3 Item Description: **Bi PAP VENTILATOR**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
3. Bi PAP VENTILATOR 1. Should be suitable for the supply of non-invasive mechanical ventilation in adult patients. 2. Operates on 220V / 50Hz mains power and has a built-in rechargeable 6-hour standby battery. 3. Should have the following functions: a. Continuous Positive Pressure Ventilation (CPAP) b. Two-level continuous positive pressure ventilation with minimum number of breaths (S / T) c. Two-level continuous positive pressure ventilation with target volume setting (AVAPS or equivalent) d. Controlled Ventilation (PCV) 4. Should have the possibility of adding ventilated analogue of spontaneous breathing (Proportional Assist Ventilation or equivalent) with the possibility of adaptation of respiratory parameters, depending on the disease and the condition of the patient's lungs (Restrictive, Obstructive, Mix disease). Should be offered for selection. 5. Should be able to adjust the following parameters: a. Inhaled IPAP pressure up to 40cmH2O b. EPAP expiratory pressure or CPAP pressure up to 25cmH2O c. Inhalation time up to 3sec d. Respiratory rate up to 50bpm e. Speed of attainment of the inspiring pressure (rise time) f. Respiratory volume (target) 200 to 1500ml 6. Have a special algorithm that continuously takes into account the leakage, to automatically determine the trigger sensitivity for both the initiation of inhalation and expiration (to be documented and described in detail).	

7. Have a pressure reduction function at the start of expiratory to increase patient comfort. The reduction should be adjusted to three different comfort levels. 8. Have a system for determining the gradual adjustment of the applied pressures (RAMP of 5-45 min). 9. Should be connected to the wall oxygen supply of the Hospital with a range of 4bar ± 20% and to have a built-in mixer with the ability to regulate the concentration of inhaled oxygen FiO2 from 21 - 100%. 10. Should operate independently of the wall-mounted compressed air supply with integrated air supply system (turbine, blower, etc.) and to have a built-in filter to protect foreign particles in the air from the environment. 11. Have a color touchscreen of at least 12 inches for simultaneous display of the three pressure, flow and volume curves with respect to time and the following respiratory parameters: a. Maximum inhalation pressure b. Respiratory volume c. Per capita breathing volume d. Total losses due to leaks or patient losses e. Respiratory rate f. Percentage of spontaneous breathing12. Have an audiovisual alarm system with different levels of risk for the following situations: a. High airway pressure b. High / low number of breaths c. Low per minute ventilation d. Low O2 flow e. Unblocking and disconnecting a patient circuit f. Technical problem g. Low battery 13. The device shall be compatible with a single-sector patient circuit with a passive leak port and shall be accompanied by: a. twenty (20) complete patient circuits with integrated antibacterial filter b. three (3) adult face masks. c. three (3) adult oral masks 14. Should be carried on a wheeled cart of the same construction company with brake system	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 4 Item Description: **CLOSE TYPE NEBULISER**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
4. CLOSE TYPE NEBULISER 1. Provide nebulization to infants, children and adults 2. Be suitable for nasal rinses 3. Should be accompanied by a carrying case 4. Accompanied by an adult, child mask, mouthpiece and nose mask 5. It may nebulize all medicines 6. Its weight should not exceed 2 Kg	

7. The nebulization rate should be at least 0.4 ml / min and the drug content should be at least 7 ml 8. Operation on 220 V / 50 Hz 9. Have a CE mark certification 10. The material must be accompanied by instructions for use 11. The manufacturer and the supplier shall be ISO 9001 12 certified. Have a warranty of good performance at least two (2) years	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 5 Item Description: **CPAP VENTILATOR**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
5. CPAP VENTILATOR The Positive Respiratory Support System (Auto CPAP) is designed to deliver continuous positive pressure through a nasal or oral mask TECHNICAL CHARACTERISTICS 1. The last model of the manufacturer of the company must be unused 2. Electric power supply 220V / 50 Hz AC 3. Weight <3 kgr 4. Pressure range, adjustable either manually or automatically according to the patient's needs (manual CPAP or Auto CPAP) 4-20 cmH2O 5. Have an automatic pressure determination system 6. Have a humidifier controlled by the appliance 7. Have a progressive pressure (ramp) function of approximately 0 to 45 min 8. Provide the ability to reduce pressure during expiration. at least 3cmH20 so that the pressure supplied by the device follows the patient's natural breathing 9. Should enable the separation of obstructive and central apnea episodes. 10. Have a filter for dust, smoke, pollen, etc. 11. Have a low noise level <30 dBA according to ISO 4871 12. Have digital display on LCD screen 13. Be able to connect to a PC 14. Record the details of the treatment and its function on a removable memory card 15. At least the following information shall be entered in the memory i. Hours per day ii. Index / Suspension Index (SCI) iii. Pressure fluctuations iv. The mean pressure v. The pressure P90 or P95 vi. Air leaks vii. Rolled viii. Percentage of periodic breathing per night ix. Respiratory-related awakenings (RERA) x. Detailed data for the last days of operation.	

16. Have a wide variety of masks and headbands 17. Have a carrying and storage bag 18. Should be delivered with all the accompanying L, M, S mouth masks	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment
Item Code: 6
Item Description: **HEPA FILTER FOR MECHANICAL VENTILATOR- EXHALATION**

Manufacturer : _____
Origin : _____
Model : _____

PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
6. HEPA FILTER FOR MECHANICAL VENTILATOR- EXHALATION The filters must meet the following technical characteristics: • Should be hydrophobic, mechanic, folding single membrane, antimicrobial BFE and anti-VFE> 99.999%. • With HMEF behavior. • With a humidification efficiency of at least 23 mg H2O / L at 500 TV when applied to the patient's side. • Have a Minimal Tidal Volume of 180 - 200ml. • Keep SARS and haematopoiesis. • In a transparent housing. • The penetration value -Salt Penetration - in the BSFilters Test (with NaCL particles) shall not exceed 0,012% (yield 99,988%). • Should be light, up to 38gr, not bulky and with dead space strictly <65ml. • With capnograph aperture, lid and retaining loop, to avoid loss and dispersion. - Adults - Latex Free. • With pre-connected extension, to connect to the patient. • Have ISO certification. • Carry a CE code.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment
Item Code: 7
Item Description: **HUMIDIFIER**

Manufacturer : _____
Origin : _____
Model : _____

PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
7. HUMIDIFIER a. It shall be of the multi-purpose bubble type, capable of sterilization by boiling (at a temperature of> 120 ° C), b. Connect to flowmeters via a threaded connector with thread 9/16 "UNF without the use of an intermediate adapter and be easily detached from them by hand while ensuring tightness when tightening.	

c. The volume of the total container should be approximately 450 ml and the liquid capacity should be 120-300 ml, d. The permitted maximum gas flow shall be more than 15 L / min and the maximum pressure value it can accept shall be ≥ 4 bar. e. The liquid cylinder shall be transparent and have indications of maximum and minimum fluid levels. f. The construction material is Latex free, g. Indicate, preferably on the device, manufacturer details, type of device, CE marking with the code number of the certification body.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 8 Item Description: **LARYNGEAL MASK**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
9. LARYNGEAL MASK 1. Latex Free 2. soft Cuff of medical PVC 3. Single use, sterilized using ethylene oxide 4. It has a 15 mm connector. 4 It has epilator bars to prevent the end of the mask venting tube from blocking the epilogue 5. Cuff filling tube regardless of airway 6 full range of sizes from newborn to adult	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 9 Item Description: **OXYGEN THERAPY CONSENTRATORS**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
10. OXYGEN THERAPY CONSENTRATORS 1. Wheeled cart for the ability to move the device 2. Weight not exceeding 21 kg (45 lbs) 3. Operating voltage: 220-240V AC/50Hz 4. Noise level ≤40dB 5. Flow from 0.5 lit / min to at least 5 lit / min-rotor setting 6. Rometer setting with rating per 0.5 lit / min 7. Oxygen density> 90% over the entire operating range 8. Operating time counter 9. Dust filter at air inlet 10. Antimicrobial filter at the oxygen outlet, <0.30μm 11. Alarm malfunction alarm and low oxygen pressure (alarms) 12. Vial for the discharge of oxygen through sterile water The condenser must comply with EU standards.	

pursuant to Council Directive 93/42 EEC / 14.6.1993 of the Council of Europe and having a CE Mark	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 10 Item Description: **PORTABLE OXYGEN CANNISTER**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
11. PORTABLE OXYGEN CANNISTER Oxygen cylinder (O2), aluminum, 5 liter, with integrated shutter, portable, lightweight, suitable for use during patient transport. TECHNICAL CHARACTERISTICS 1. Body: Aluminum 2. Weight (kg): Lightweight and easy to carry. To be reported. 3. Capacity O2: 5 liters 4. On / Off switch: Yes 5. Delivery of O2: Calibrated at 0-15l / min 6. Pressure regulator: Yes, integrated 7. Safety cover: Yes, integrated 8. Shutter: Yes, with a built-in quick connector for use in a ventilator and an outlet for connecting a nasal catheter or O2 mask. 9. Indication of remaining amount of oxygen (liters) in the cylinder: Yes, to be described 10. Indication of remaining operating time: Yes, to be described 11. Alarm: Audiovisual alarm of remaining amount of pressure and time of use 12. Handle: Yes, ergonomic 13. Support hook: Yes, ergonomic, of high stability, for support on the bed or on the stretcher 14. Anti-slip system: Yes 15. Compatibility of use with magnetic resonance imaging: Yes 16. Labeling instructions for use: Yes, on the cylinder SPECIAL TERMS 1. Oxygen gas to meet the specifications set by the European and Greek Pharmacopoeia 2. The contractor must have a license for the production and bottling of medical gases by the EOF, in accordance with the principles and rules of Good Production, as dictated by the decision of the Board of Directors of EOF 62060 (Government Gazette 1586 / B / 30-09-2010) on exclusion penalty. (Submit the necessary certificates). 3. The contractor should have an ISO 9001: 2008 certificate for bottling, distribution and marketing of bottled medical gases under penalty of exclusion. (Submit the necessary certificates). 4. The supplier company must necessarily have a quality system EN ISO 13485: 2003, with a certification field for the movement of medical devices and EN ISO	

13485: 2003, with a certification field for the technical support of medical devices. (Submit the necessary certificates). 5. The contractor must have a quality system approval certificate as determined by Ministerial Decision ΔΥ8δ / Γ.Π. 1348 / Government Gazette 32 / 16-01-2004 - "Principles and guidelines for the good practice of distribution of medical devices". (Submit the necessary certificates). 6. The contractor should have a certificate of approval of a quality system from EVETAM regarding the cylinder control laboratory (hydraulic test), in accordance with Directive 2010/35 / EU, as incorporated in the Greek legislation with the RA 12436/706/2011 (Government Gazette 2039 / B΄ / 13-09-2011) and ADR 2011, (Government Gazette 37 / 20-01-2012) on exclusion penalty. (Submit the necessary certificates). 7. The offered cylinders and their equipment will comply with RA 10451/929/88 (Government Gazette 370 / B / 09-06-1988) as amended and supplemented with RA 12502/206/89 (Government Gazette 466 / B / 13- 06-1989), the ELOT EN 1089-3 standard and the Technical Directive TEE 2491/86, as regards their standardization, the gases contained, their shutters and markings, their operating pressure and their suitability check 8. The offered cylinders and their equipment shall be CE certified by 97 / 23EC, 99 / 36EC and 93/42 / EEC. (Submit the necessary certificates). 9. Should have verified instruments for the control / maintenance / repair of the medical equipment offered. Should submit a list of instruments for all the necessary checks, etc., as they result from the manual of the construction company. Should submit verification certificates of the control instruments with which the maintenance of the medical equipment offered (on exclusion penalty) will be performed. 10. Should submit a detailed compliance sheet to the above technical specifications with corresponding references in the official brochures of the construction company (prospectus, product data, manual etc). 11. Training for users (doctors, nursing staff, etc.) as well as for the technicians of the Technical Service Directorate. 12. Be able to demonstrate if requested by the evaluation committee.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 11 Item Description: **TRANSPORT VENTILATOR**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
12. TRANSPORT VENTILATOR • Be state-of-the-art, extremely durable and suitable for	

the ventilation of adults, children and infants. • Be portable and can be used in all areas of the Hospital and in ambulances. • Only operate with 3-6 bar compressed oxygen from a wall supply or cylinder and a battery with autonomy for at least 3 hours. • It must be made entirely of paramagnetic materials and can therefore be used in a magnetic resonance imaging (MRI) field of up to 3 Tesla. • The handling is very simple with specially colored settings of the ventilation parameters for adult children and infants. • It is small in size and weighs less than 4 kg • Have a built-in pressure gauge to indicate the patient's inspiratory and expiratory pressure. • Provide controlled volume ventilation • Should support the patient's spontaneous breathing. • Should be able to supply ventilation with 100% oxygen for use in a infected environment. • Have arrangements for the following: o Volume per breath from 20 to 2000 ml o Respiratory rate from 8 to 40 bpm o FiO2 50% and 100% o Flow from 8 to 35 L / min o Limiting the pressure from 20 to 50 cm H2O with a corresponding sound exceeding alarm. • Have a PEEP setting of 0-20 cmH2O through the valve vent. • Should achieve a ratio of inhalation to expiratory (I: E) of at least 1: 1.5 • Have low and high pressure airflow audiovisual alarms and an indication of pressure drop of compressed oxygen or air as well as an indication of the patient's breathing effort. • Accompanied by a connection pipe to an oxygen source • Should accept single-use circuits with patient valve. • Meet all safety standards and be marked CE. Should be accompanied by a two (2) year warranty.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 12 Item Description: **OXYGEN MASK (WITH NON-INHALATION BAG – ADULT)**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
13. OXYGEN MASK (WITH NON-INHALATION BAG – ADULT) 1. Be made of non-toxic, soft, transparent, lightweight, plastic material. 2. Have the appropriate shape so that they can be fitted to any head size. 3. It shall have oblique low-resistance exhaust valves (one-way exhaust valves) and one-way intake valve at the point of connection of the mask with the plastic bag.	

4. Be able to connect to an oxygen therapy tube at least 2 meters long. 5. Have a swinging elastic band to hold the mask to the head. 6. The oxygen tube shall be able to be angled up to 90o without interrupting the flow of oxygen and the points of connection with the oxygen supply and the mask shall be of such material and properly designed to allow easy connection and disconnection. In addition, ensure a stable connection and not disconnect with high flows. 7. The mask has a metallic or plastic band that has plasticity to stabilize at the desired (angle each time for a better fit). 25 8. The entire mask should be in a single-use, airtight package. 9. Be latex-free 10. Be in a single-use, airtight package. 11. The items offered must bear the CE marking in accordance with Directive 93/42 / EEC and JMD 2480/94 (Government Gazette 679 / B / 13-9-94, Government Gazette 755 / B / 7-10-94) ... Each company that will take part in the competition is obliged to offer only the requested item, in a sufficient number of samples (for its useful evaluation to the patient). The samples shall be accompanied by the official factory technical specifications, with a clear reference to the specific characteristics of the offered item. Offers without samples shall not be taken into account. It is stressed that offers and items must be well classified.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 13 Item Description: **OXYGEN MASK (WITH NON-INHALATION BAG – CHILD)**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
14. OXYGEN MASK (WITH NON-INHALATION BAG – CHILD) 1. Be made of non-toxic, plastic material, without LATEX 2. Be colorless and transparent 3. Have an adjustable epinephrine metal plate to allow proper mask application and prevent O2 leakage 4. Should have a 2 m long tube, with internal grooves that protect against O2 supply interruption in case of creasing 5. On the mask there should be appropriate flow valves 6. The reserve bag should be highly resistant to tearing 7. All sets must be disposable 8. The set must be accompanied by instructions for use in the Greek language 9. Have CE certification 10. The manufacturer and supplier shall be ISO certified 11. Provide with the offer the required quality and safety certificates of the product	

12. Provide a sample of the material to be procured 13. Have a lifespan of at least three years	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 14 Item Description: **PORTABLE BOTTLES O2 (10lt) WITH HUMIDIFIER AND ROMETER**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
15. PORTABLE BOTTLES O2 (10lt) WITH HUMIDIFIER AND ROMETER 1. 10lt oxygen cylinder with manometer - oxygen flowmeter 2. The 10 liter oxygen cylinder is accompanied by a manometer - oxygen flow meter 3. The oxygen cylinder is made of steel and contains medical oxygen of 10 lt full gas 4. The 10 lt / 200BAR Oxygen cylinder is available for use in Oxygen Therapy and has a built-in faucet shutter. 5. In the oxygen cylinder, in addition to the possibility of connecting an oxygen humidifier, there is also the possibility of connecting and nebulizing the breast. 6. The oxygen manometer is lightweight and easy to use. 7. The oxygen cylinder is delivered together with a transport cap for easy and safe movement of the cylinder. 8. The oxygen therapy kit includes the 10 liter full gas oxygen cylinder together with the manometer, oxygen humidifier and nasal oxygen therapy glasses or oxygen mask.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 15 Item Description: **NON-INVASIVE RESPIRATORY VENTILATORS**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
16. NON-INVASIVE RESPIRATORY VENTILATORS 1. Should be suitable for the administration of non-invasive mechanical ventilation in adult patients. 2. Operates on 220V / 50Hz mains power and has a built-in rechargeable 6-hour standby battery. 3. Should have the following functions: a. Continuous Positive Pressure Ventilation (CPAP) b. Two-level continuous positive pressure ventilation with minimum number of breaths (S / T) c. Two-level continuous positive pressure ventilation	

with target volume setting (AVAPS or equivalent) d. Controlled Ventilation (PCV) 4. Should have the possibility of adding ventilated analogue of spontaneous breathing (Proportional Assist Ventilation or equivalent) with the possibility of adapting the respiratory parameters depending on the disease and the condition of the patient's lungs (Restrictive, Obstructive, Mix disease). Should be offered for selection. 5. Should be able to adjust the following parameters: a. Inhaled IPAP pressure up to 40cmH2O b. EPAP expiratory pressure or CPAP pressure up to 25cmH2O c. Inhalation time up to 3sec d. Respiratory rate up to 50bpm e. Speed of attainment of the inspiring pressure (rise time) f. Respiratory volume (target) 200 to 1500ml 6. Have a special algorithm that continuously takes into account the leakage, to automatically determine the trigger sensitivity for both the initiation of inhalation and expiration (to be documented and described in detail). 7. Have a pressure reduction function at the start of expiratory to increase patient comfort. The reduction should be adjusted to three different comfort levels. 8. Have a system for determining the gradual adjustment of the applied pressures (RAMP of 5-45 min). 9. Should be connected to the wall oxygen supply of the Hospital with a range of 4bar ± 20% and to have a built-in mixer with the ability to regulate the concentration of inhaled oxygen FiO2 from 21 - 100%. 10. Should operate independently of the wall-mounted compressed air supply with integrated air supply system (turbine, blower, etc.) and to have a built-in filter to protect foreign particles in the air from the environment. 11. Have a color touchscreen of at least 12 inches for simultaneous display of the three pressure, flow and volume curves with respect to time and the following respiratory parameters: a. Maximum inhalation pressure b. Respiratory volume c. Per capita breathing volume d. Total losses due to leaks or patient losses e. Respiratory rate f. Percentage of spontaneous breathing 12. Have an audiovisual alarm system with different levels of risk for the following situations: a. High airway pressure b. High / low number of breaths c. Low per minute ventilation d. Low O2 flow e. Unblocking and disconnecting a patient circuit f. Technical problem g. Low battery 13. The device shall be compatible with a single-sector patient circuit with a passive leak port and shall be accompanied by: a. twenty (20) complete patient circuits with integrated antibacterial filter b. three (3) adult face masks.	

c. three (3) adult oral masks 14. Should be carried on a wheeled cart of the same construction company with brake system Special Conditions 1.The bids must be accompanied by a compliance sheet, with detailed references per paragraph in original or official copies of the forms of the construction company. Uncertainties and uncertainties regarding references for documentation imply rejection of the offer. Any references to manufacturer's certificates are accepted only because they are not listed in the technical brochures and if they are submitted without further documentation, they will be considered as vague and will not be accepted. 2. The ventilator must meet international safety standards and bear the CE marking in accordance with Directive 93/42 / EEC. The construction company must be certified according to ISO 13485. 3. The supplier must comply with the provisions of the Ministerial Decision ΔΥ8δ / Γ.Π. 1348 on "Principles and Guidelines for the Good Practical Distribution of Medical Devices" (Government Gazette 32 / B / 16.01.2004) and having a certified quality system according to ISO 9001 and 13485 for the distribution and technical support of medical equipment. 4. Should provide a warranty of good performance for at least 2 years and a commitment to supply spare parts and technical support for at least 10 years. 5. The supplier shall have an organized technical and scientific support department, as well as appropriately trained personnel, with training certificates from the construction company for the provision of maintenance, repair and support services of the offered items. Submit the relevant certificates.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 16 Item Description: **NUBILIZER MASKS FOR CHILDREN**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
17. NUBILIZER MASKS FOR CHILDREN According to: N EN ISO 13485: 2016 Characteristics: • It has CE 0197 marking. • It is made of transparent, non-toxic, clean, soft, light, plastic material. • The mask is held firmly to the head with an elastic band, allowing us to vary the length. • It has lateral exhalation holes and anatomical construction for the chin as well as aluminum tape. • The mask is connected to a drug nebulization cup which produces rich / dense nebula, works in any position of the patient, between angles 0 ° - 90 °, with special design (anti-spill). • It has a capacity of 6cc., Fits easily and is connected	

with a plastic pipe/tube 2.00m long. • Applies to any flowmeter. • * The package indicates the limit of use, the date of production and expiration of the product and there is the indication latex free.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 17 Item Description: **NUBILIZER MASKS FOR ADULTS**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
18. NUBILIZER MASKS FOR ADULTS According to: N EN ISO 13485: 2016 Characteristics: • It has CE 0197 marking. • It is made of transparent, non-toxic, clean, soft, light, plastic material. • The mask is held firmly to the head with an elastic band, allowing us to vary the length. • It has lateral exhalation holes and anatomical construction for the chin as well as aluminum tape. • The mask is connected to a drug nebulization cup which produces rich/dense nebula, works in any position of the patient, between angles 0 ° - 90 °, with special design (anti-spill). • It has a capacity of 6cc., Fits easily and is connected with a plastic pipe /tube 2.00m long. • Applies to any flowmeter. • * The package indicates the limit of use, the date of production and expiration of the product and there is the indication latex free.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 18 Item Description: **WHEELBY BOTTLES O2 (10lt) WITH HUMIDIFIER AND ROMETER**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
19. WHEELBY BOTTLES O2 (10lt) WITH HUMIDIFIER AND ROMETER 10lt oxygen cylinder 1. 10lt oxygen cylinder with manometer - oxygen flowmeter 2. The 10liter oxygen cylinder is accompanied by a manometer - oxygen flow meter 3. The oxygen cylinder is made of steel and contains medical oxygen of 10 lt of full gas 4. The 10 lt / 200BAR Oxygen cylinder is available for	

use in Oxygen Therapy and has a built-in faucet shutter. 5. In the oxygen cylinder, in addition to the possibility of connecting an oxygen humidifier, there is also the possibility of connecting and nebulizing the breast. 6. The oxygen manometer is lightweight and easy to use. 7. The oxygen cylinder is delivered together with a transport cap for easy and safe movement of the cylinder. 8. The oxygen therapy kit includes the 10 liter full gas oxygen cylinder together with the manometer, oxygen humidifier and nasal oxygen therapy glasses or oxygen mask. OXYGEN CYLINDER TRANSPORT CART 1. Oxygen cylinder transport cart suitable for 5-to-10-liter oxygen cylinders 2. Ring diameter: Should be reported 3. The oxygen cylinder cart has 2 wheels and a carrying handle for easier movement of the cylinders. • 4. The company shall have an EN ISO 9001: 2008 certificate and shall implement the Ministerial Decision ΔΥ8δ / 1348 for the movement and application of medical devices.	

PROJECT TITLE: Supply and delivery of Medical Breathing and Respiratory equipment Item Code: 19 Item Description: **WALLMOUNT OXYGEN FLOWMETER**	
Manufacturer : _____ Origin : _____ Model : _____	
PURCHASER'S SPECIFICATIONS	**BIDDER'S SPECIFICATIONS**
20. WALLMOUNT OXYGEN FLOWMETER a. It will be lightweight, user friendly, high performance and accurate. b. It will be an oxygen flow meter for medical use c. It will have a quick-connect (lockable in the desired position) input to a French-type wall mount (AFNOR) which will have the corresponding color of the gas (white) and the indication of the gas (O2). It will ensure a simple and secure connection by excluding the possibility of connecting to other gas or vacuum shots. d. The flow of O2 to remain unaffected by any restriction caused by humidifiers, nebulizers or any other accessories. e. It shall have an indication of the adjustment of polycarbonate with a cover for impact resistance and with an internal ball. f. The flow measurement readings shall be located on the inside of the flowmeter, so as not to be extinguished by use and cleaning. g. The setting range will be 0-15lt / min and have the ability to provide 0-15 lit / min with a rotary switch (with on-off indications). h. The calibration of the flowmeter is in liters per minute and the rating of the measurement readings is: Provision: 0-0,5-1-1,5-2-2,5-3-3,5-4-4,5-5-5,5-6-6,5-7-8-9-10-11-12-13-14-15	

lt/ min to be precise: ± 5%. i. Provide the option to supply O2 either through a humidifier or a special hose. There will be no interruption in the oxygen supply during this operation. j. The body of the regulator shall be made of suitable for the purpose of high quality metal with high impact and fall resistance, protection against corrosion and having a screw outlet (RCR) with thread 9/16 ”UNF, for connection various devices on it (humidifiers, pipe fittings, etc.). k. Pressure 4.2 Kg / cm2 - 60 psi - 414 KPa l. On the flowmeter, write: (1) The symbolism (O2) (2) Traceability items such as device type, serial number. (3) The inlet pressure. (4) CE marking with the corresponding number of the notified body granting the certification. (5) The USE NO OIL icon. (6) Indication of the flow direction of the flowmeter flow. (7) Manufacturer details. (8) Device type. (9) part number. m. It will have a filter at both the entrance and the exit of the ladder to protect both the patient and the flow meter. n. It will have a clear indication placed on the flowmeter indicating the next check date for easy reminder to users. The maintenance control period will be at least five (5) years. p. All flow meter data should be able to be replaced and the contractor should be able to offer the appropriate spare parts. The flow meter will be accompanied by a maintenance manual and a humidifier (in accordance with the technical specifications of the tender). • q. A replacement warranty of ten (10) years and a two (2) year warranty will be provided.	

Name of Bidder : _____
Signature: _____
Date:_____

Section IV. Contract for Supply and Delivery of Goods

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

Section V. Sample Forms

Form-1

BID FORM

Date :_____

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
[insert Mission address]

We, the undersigned, declare that;

Having examined the Bidding Document for the *[insert project name and IFB No.]*, issued on *[insert date]*, the receipt of which is hereby duly acknowledge, I, representing *[insert name of company]* offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of *[insert total bid amount in words and figures and currency].*

I undertake, if my Bid is accepted, to deliver and supply the Goods in accordance with the Price Schedule and Goods specifications set out in the Bidding Document.

If my Bid is accepted, I will obtain the guarantee of a bank in a sum equivalent to 10% of the total amount of the Contract Price for the due performance of the Contract, in the form prescribed by IOM.

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

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this _____day of_____20___.

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

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

Form-2

PRICE SCHEDULE

Item No.	Description of Goods	Country of Origin	Qty /Unit	Unit Price (EXW)	Unit Price (DAP)	Total Price per Item (DAP)
					Total Price (DAP)	

Name of Bidder:_____
Signature of Bidder: _____
Date: _____

Form -3

MANUFACTURER'S AUTHORIZATION FORM

[See Clause 13.3 (a) of the Instructions to Bidders.]

To:

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 16 of the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

_____

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

BID SECURITY (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of IOM] (hereinafter called "the Employer") in the sum of *[amount]*[i] for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this *[day]* day of *[month], [year]*.

THE CONDITIONS of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant to ITB Clause 25,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of the expiration of the Bid Validity, as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Form-5

PERFORMANCE SECURITY (Bank Guarantee)

To: *[name and address of Employer]*

WHEREAS *[name and address of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Goods]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[amount of Guarantee] [amount in words],* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____
Address _____
Date _____

Form-6

ADVANCE PAYMENT SECURITY (Bank Guarantee)

To: *[name and address of IOM Mission]*
Contract : *[name of Contract]*

Gentlemen:

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, for the supply of *[brief description of goods & related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures & in words]* is to be made against an advance payment guarantee

At the request of the Supplier, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures and in words]*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier are in breach of their obligation under the Contract because the Supplier have used the advance payment for purposes other than toward providing the required Goods and Services under the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Goods to be supplied thereunder or of any of the Contract documents which may be made between *[name of IOM Mission]* and the Supplier, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of IOM Mission]* receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____
Address: _____
Date: _____
_____

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to IOM.