TENDER NOTICE: COMPREHENSIVE MOTOR INSURANCE COVER

Date: June 12, 2024

To: Insurance Companies

Dear Sir/Madam,

**RE: Invitation to Tender for Comprehensive Motor Insurance.**

IMA World Health is a leading public health organization that delivers solutions to health-related problems across the developing world, seeks to contract a

Legally recognized and competent company to provide Comprehensive Motor Insurance cover for 6 Vehicles, 10 Motorcycles, and 1 speedboat.

Any request for clarification must be received by IMA in writing at least 3 days before the deadline for submission of tenders. IMA will reply to bidders' questions at least 2 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders on or before June 30, 2024, as stated in the procurement notice.

Yours Sincerely,

Tender Committee

IMA in South Sudan

**Call for Tender for Provision of Motor Insurance Cover for IMA WORLD HEALTH In South Sudan**

Date of Publication: **June 12, 2024**

Submission Deadline: **June 30, 2024**

Tender Opening: **July 3, 2024**

**A - INSTRUCTIONS TO BIDDERS**

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.
The bidder accepts IMA’s General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to IMA Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

**1. Purpose of the Call for Tenders**

The purpose of this Call for Tenders is to solicit competitive offers for the service of Comprehensive Motor Insurance.

The purpose of this Call for Tenders is to sign a one-year Framework Agreement.
The Call for Tenders aims at selecting reliable Service Provider.
Total quantities mentioned in this Call for Tenders are estimates of IMA’s needs and can in no case be considered as a firm commitment from IMA.

Required services and technical descriptions are detailed in Appendix 1: Technical Requirements.

|  |  |
| --- | --- |
| Lot #  | Lot Name  |
| 1  | Provision of Comprehensive Motor Insurance Cover |

A detailed description of the services required by IMA WORLD HEALTH is contained in the technical specifications (see APPENDIX 1 – Technical specifications).

**2. Call for Tenders Schedule**

|  |  |  |
| --- | --- | --- |
| **ACTIVITY** | **DUE DATE** | **TIME** |
| Deadline for request for any clarifications from IMA in South Sudan | June 25, 2024 | 4.30pm |
| Last date on which clarifications are issued by IMA in South Sudan | June 26, 2024 | 4.30pm |
| Deadline for submission of tenders | June 30, 2024 | 4.30pm |
| Tender opening session by IMA |  July 3, 2024 | 10.00am |
| Notification of award to the successful tenderer |  July 8 2024 | 9.00am |
| Signature of the contract | July 15, 2024 | 9.00am |

**3. Questions and Clarifications**

If IMA, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.
Bidders may submit questions in writing copying the email address below before Wednesday June 26, 2024 at 4:30pm specifying the Tender title:

southsudanprocurement@imaworldhealth.org

Any prospective tenderer seeking to arrange individual meetings with IMA during the tender period may be excluded from the tender procedure.

**4. Clarification meeting / site visit**

No clarification meeting / site visit planned.

**5. Eligibility**

Participation in tendering is open on equal terms to any natural and legal persons or company that complies with the following rules:

1. Must be legally authorized individuals or companies to do the business in South Sudan.
2. Not involved in violation of human rights (Slavery, child labor, human trafficking)
3. Not restricted to conduct business by any local, national, and international legal bodies

**6. Instructions to submit an Offer**

**6.1 – Response Format**

The tender shall consist of Two original paper copies placed in separate sealed non-identifiable envelopes addressed to “Procurement Committee”.

The two envelopes shall be titled as follows.

1. Provision of Comprehensive Motor Insurance Cover.
2. The tenders shall be submitted via email southsudanprocurement@imaworldhealth.org The deadline for receiving the completed bid documents is **June 30, 2024,** no later than **4.30pm.**

Note that upon delivery of the tender, the representative must register in the list of applicants & Tenderers.

**NB: Late proposals will not be accepted and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date.**

**6.2 – Content of Tenders**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum

1) “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information such as:

a) Proof of Company Registration in South Sudan.

b) A copy of the audited financial statements for the last two years (balance sheet and Income statement).

c) The details of the names, address and contact telephone of three (3) clients for whom the same types of services were provided in various and disperse geographic locations. IMA reserves the right to contact these references, without notifying the Tenderer.

d) An organizational (human resources) chart and CVs of key personnel to be involved in implementation of the Contract.

e) Valid Tax Certificate

f) Evidence of past experience (**Minimum 03 copies of current Motor Comprehensive insurance contracts with other NGOs**)

h) Company profile – clearly indicating the physical address of the business.

2) “Pricing Matrix” or detailed Price offers with explanatory notes if necessary. Note that only budgets in US Dollar will be accepted.

3)“Technical Offer” completed in detail with the services that the participant offers to answer to IMA’s needs.

4) A letter of the bidder’s bank to guarantee the bidder’s solvency (see Appendix 4)

5) IMA Terms and Conditions of Purchase (signed and approved by supplier) See Appendix 5

**7. Call for Tender Process**

IMA reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. IMA does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

**8. Period of validity**

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.
However, the Prices and conditions defined in the contract signed with the selected supplier will be valid for one (1) year after contract signature.

**9. Currency of tenders**

Tenders must be presented in USD, Stamp Duty included.

**10. Language of offers and procedure**

The offers, all correspondence and documents related to the tender exchanged by the bidder and IMA must be written in English.

**11. Alteration or withdrawal of tenders**

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

**12. Costs of preparing tenders**

All costs incurred by the bidder in preparing and submitting the tender is not reimbursable. All such costs will be borne by the bidder.

**13. Opening, evaluation of tenders and selection criteria**

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Juba Office by an Evaluation Committee made up of representatives of IMA and the insurance broker.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

**17. Cancellation of the tender procedure**

In the event of a tender procedure's cancellation, bidders will be notified by IMA.
If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or force majeure render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available.
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**B – TECHNICAL AND COMMERCIAL SPECIFICATIONS**

**18. Technical description of the Goods / Services**

The subject of the call for tender is the provision by the service provider of Comprehensive Motor Insurance cover for IMA World Health.

**18.1 Quantity**

IMA wishes to sign one year Framework Contracts to define prices and conditions for the provision of Comprehensive Motor Insurance cover for IMA.
Participants to the tender are therefore expected to clearly indicate detail of their offer

**19. Delivery Locations**

The services will be executed across our operational areas in the country.

**20. Documents/Reports**

The service provider to provide IMA with Quarterly Report indicating scheme performance and any changes in contract.

IMA will provide all the details of the Subject Motor Vehicles, Motorbikes, Quad bikes and Speed boat.

**20.1 Documentation - Added value Services.**

* Regular Member Education programs geared towards ensuring IMA staff members fully understand the scope of insurance cover, their obligations and entitlement.
* Periodic customer service surveys to evaluate the quality of offered services at various touchpoints; & to measure key service turn-around times.

**21.non-conformity of delivery**

Should the quality or the condition of the service not satisfy IMA requirements at the moment of the delivery inspection, IMA reserves the right to demand:

* The delivery of service, which conforms to the contract. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non- compliance.
* The immediate reimbursement of the payment
* The cancellation of the contract and of the corresponding price

**22. Invoicing & Payment**

**22.1 Invoicing**

Invoices will be issued by the service provider as per the contract/agreement.

**22.2 Payment**

All payments will be exclusively made by cheque and bank wire transfer on behalf of the service provider.

The currency of payment is US Dollars.

**Appendixes**

Appendix 1: Technical Specifications
Appendix 2: Supplier Questionnaire
Appendix 3: Detailed Pricing Matrix

Appendix 4: Bank Certificate
Appendix 5: IMA Terms and Conditions of Purchase

**Appendix 1: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER**

TECHNICAL SPECIFICATIONS

IMA invites prospective vendors to submit bids for Comprehensive Motor Insurance cover for 6 Vehicles, 10 Motorcycles, and 1 speedboat for a period of 12 months as specified in the table below. Bids are to be delivered to the IMA World office Juba.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S/N | ITEM DESCRIPTION  | BRAND/MODEL | CHASIS NUMBER  | REGISTRATION  | SUM INSURED  | RATE  | ANNUAL PREMIUM |
| **Motor Vehicles**  |
| 1 | Vehicle | Toyota Landcruiser Hardtop | JTEEB71J6LF009833 | NGO 88 006 SSD | $33 900.00  |  |  |
| 2 | Vehicle | Toyota Prado | JTEBD9FJ40K025579 | NGO 88 009 SSD | $38 940.00  |  |  |
| 3 | Vehicle | Landcruiser 4x4 H/T  | JTEEB71J507021896 | NGO 88 010 SSD | $37 880.84  |  |  |
| 4 | Vehicle | Toyota Landcruiser 5 door | JTGEB73J339009906 | NGO 88 002 SSD | $34,990 |  |  |
| 5 | Vehicle | Toyota Prado -5 door | JTEB29J-660019831 | NGO 88 003 SSD | $20,000 |  |  |
| 6 | Vehicle | Toyota Hillux double cabin | MR0HS8CD200723716 | NGO 88 005 SSD | $41,392.75 |  |  |
| Basic Premium |
| Stamp Duty |
| Total Premium |
| Discount allowed (%) |
| Annual Premium Payable after discount |
| **Motorcycles** |
| 1 | Motorcycle | Honda | LTMJD2190J5503019 | NGO 88 002 SSD | $3 850.00  |  |  |
| 2 | Motorcycle | Honda | LTMJD2191J5504129 | NGO 88 006 SSD | $3 650.00  |  |  |
| 3 | Motorcycle | Honda | LTMJD2193J5504116 | NGO 88 005 SSD | $3 650.00  |  |  |
| 4 | Motorcycle | Honda | LTDJD219XJ5504212 | NGO 88 003 SSD | $3 650.00  |  |  |
| 5 | Motorcycle | Honda | LTMJD2194J5504142 | NGO 88 007 SSD | $3 650.00  |  |  |
| 6 | Motorcycle | Honda | LTMJD2198J5504161 | NGO 88 008 SSD | $3 650.00  |  |  |
| 7 | Motorcycle | Honda | LTMJD219XJ5504243 | NGO 88 004 SSD | $3 650.00  |  |  |
| 8 | Motorcycle | Honda Bajaj Boxer BM 100  | MD2A18AX6NWL14567 | NGO 88 009 SSD | $1 250.00  |  |  |
| 9 | Motorcycle | Honda | LTMJD2198J5505875 | NGO 88 010 SSD | $3 886.00  |  |  |
| 10 | Motorcycle | Honda | LTMJD2195J5505896 | NGO 88 011 SSD | $3 886.00  |  |  |
| Basic Premium |
| Stamp Duty |
| Total Premium |
| Discount allowed (%) |
| Annual Premium Payable after discount |
| **Speed Boat** |
| 1 | Speed Boat | Speed boat-WS23 75 HP |  |  | $27 900.00  |  |  |
| Basic Premium |
| Stamp Duty |
| Total Premium |
| Discount allowed (%) |
| Annual Premium Payable after discount |

**\*\*\*Note: Fill in the details in the exact format provided using Excel and submit both in hard copy and soft copy sent to the following email address**

**southsudanprocurement@imaworldhealth.org**

**Appendix 2: Supplier Questionnaire**



#### VENDOR QUESTIONNAIRE (Confidential)

Note: IMA Standard Payment Terms are 30 days from receipt of goods or service and is IMA approved invoice.

I. REQUIRED INFORMATION (Please Print Clearly)

|  |  |
| --- | --- |
| IMA Contact Name: |  |
| Company/Individual Name: |  |
| Owner Name (if different from above): |  | Nationality of Owner: |  |
| Contact Person: |  |
| Full Address (Street/City, etc.): |  |
| Phone No:  |  | Fax No: |  |
| E-mail: |  | Website: |  |

**II. CUSTOMER REFERENCES**

**Provide 3 current customer references, listing customer, phone number, contact person, *contact’s e-mail* and a description of the product or service provided to the customer. (If you need additional space please use a separate page.)**

|  |  |  |
| --- | --- | --- |
| **1**  | Name of Organization/Business |  |
| Name of Contact Person |  | Title |  |
| E-mail: |  | Phone: |  |
| Type of product / service provided to client |  |
| **2**  | Name of Organization/Business |  |
| Name of Contact Person |  | Title |  |
| E-mail: |  | Phone: |  |
| Type of product / service provided to client |  |
| **3**  | Name of Organization/Business |  |
| Name of Contact Person |  | Title |  |
| E-mail: |  | Phone: |  |
| Type of product / service provided to client |  |

**III. Indicate below the products or services sold or provided by you**

|  |  |
| --- | --- |
| [a]  | [b]  |
| [c]  | [d]  |
| [e]  | [f]  |
| [g]  | [h]  |

**IV. Registration of Business**

|  |  |  |
| --- | --- | --- |
| 1. Is your firm registered as a business entity with the government? | YES [ ]  | NO [ ]  |
| 2. If YES, please provide your business registration number |  |
| 3. If applicable, please provide Sales Tax Registration Number |  |
| 4. Please provide Tax ID number |  |
| 5. Indicate how long have you been in this type of business |  |
| 6. Have you ever done business with other aid agencies? If so, provide names of agencies immediately below: | YES [ ]  | NO [ ]  |
| 7. Are you related to any person currently employed with IMA? | YES [ ]  | NO [ ]  |
| 8. If YES, please provide name and position |  |
| 9. Provide here, any additional information regarding your business |  |
| **NOTE: Government regulations may require IMA to deduct taxes on any transaction prior to effecting payment to the vendor**. |

**V. Certification**

|  |
| --- |
| I certify that the foregoing is true and complete to the best of my knowledge and belief and that no material changes have occurred to the business, which would affect any of the above representations. ***CERTIFICATION REGARDING TERRORISM****:* ***Seller hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.***Misrepresentation above may result in cancellation and severing all ties with the agency/person and will be deleted from IMA's database of clients. I have read the above statement and certify under oath that the information contained herein is true and accurate to the best of my knowledge and belief. |
| **Name of Person Completing Form (Please print clearly)** |  |
| **Title:**  | **Signature:** | **Date:**  |

|  |
| --- |
| **FOR PROCUREMENT USE ONLY** |
| [ ]  Anti-Terrorism Check Completed[ ]  Customer References Verified |

**Appendix 3: DETAILED PRICING MATRIX**

**PREMIUMS RATES**

1. **MOTOR VEHICLE**

|  |  |
| --- | --- |
| **Number of Motor Vehicle** | **(TBA)** |
| **Basic Premium** | **(TBA)** |
| **Stamp duty** | **(TBA)** |
| **Total premium** | **(TBA)** |
| **Discount allowed (%)** | **(TBA)** |
| **Annual Premium payable after discount** | **(TBA)** |

1. **MOTORCYCLES**

|  |  |
| --- | --- |
| **Number of Motor Vehicle** | **(TBA)** |
| **Basic Premium** | **(TBA)** |
| **Stamp duty** | **(TBA)** |
| **Total premium** | **(TBA)** |
| **Discount allowed (%)** | **(TBA)** |
| **Annual Premium payable after discount** | **(TBA)** |

1. **SPEED BOAT**

|  |  |
| --- | --- |
| **Number of Motor Vehicle** | **(TBA)** |
| **Basic Premium** | **(TBA)** |
| **Stamp duty** | **(TBA)** |
| **Total premium** | **(TBA)** |
| **Discount allowed (%)** | **(TBA)** |
| **Annual Premium payable after discount** | **(TBA)** |

**Appendix 4: BANK CERTIFICATE**

Document to be copied by the BANK on its own Letterhead paper

I undersigned ..............................(name).......................................................

Acting in my quality of .....................(position in bank)...............................................

On behalf of Bank ...........................(bank Name).........................................

Having its registered address ........................(bank address).................................

And fully authorized to represent it,

Hereby certify that .....................(Company name)...................................................

Having its registered office in ........................(Company address)..............................

And legally represented by .....................(Company rep)...........................................

Owns a company bank account in our bank agency.

I also certify that this company is solvent that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

**Appendix 5: IMA TERMS AND CONDITIONS OF PURCHASE**

**SCHEDULE A - PURCHASE ORDER TERM SHEET**

(Fill in as appropriate; if inapplicable, please insert “N/A”)

|  |  |
| --- | --- |
| **Vendor Name/Address** (“Vendor”) | **IMA Destination** (“Destination”): Address:Phone: Contact Name: |
| **Describe Goods or Services:**(Include Schedule B as needed) | **Delivery Date and/or Start/End Dates:** |
| **Quantity:** | **Purchase Order (P.O.) Number:****IMA Master Contract No:** |
| **Any Quality specifications:** | **Payment Terms: 30 days after IMA receipt of invoice** [usually] |
| **Total Cost:****Unit Cost:** | **Method of Payment** (Cash, Wire, Check, etc.): |
| **Penalty for Late Delivery (if any):** | **Discounts (if any):** |
| **Taxes or other fees:** | **Shipping/Risk of Loss if not DDU:** |
| **Assigned Employees**. If names of Vendor's employees are filled in below, then Vendor agrees that these employees shall perform the duties under this Order, unless IMA shall otherwise agree: | **Expenses** if reimbursable: [describe]No reimbursable expense in excess of \_\_\_\_\_\_\_\_\_ [Amount] (currency\_\_\_) shall be incurred without IMA's prior written approval. |

***CHECKLIST OF ADDITIONAL REMINDERS:***

|  |  |
| --- | --- |
| **√** | **Action** |
|  | **Release**. Vendor should sign a release if travel or other personal risks may be encountered. If so, Schedule E attached hereto, is incorporated by reference.  |
|  | **Attach Donor Regulations**: Ensure the Vendor is advised of any special donor requirements, preferably in writing. If USG funding, attach the USG regulations in Schedule F. |

**PURCHASE ORDER TERMS**

1. **ORDER.** This Purchase Order (“Order”) is an offer of Interchurch Medical Assistance, Inc. (“IMA”) to purchase the Goods/Services described herein from Vendor. “Goods” means items purchased by this Order, including Service deliverables. “Services” means performance and work by the Vendor. “Vendor” means the seller or Service provider named in Schedule A. IMA’s placement of this Order with Vendor is expressly conditioned on Vendor’s acceptance of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless IMA agrees in writing, and no such additional or different terms are part of a contract between IMA and Vendor even if IMA accepts performance under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as IMA shall notify Vendor in writing. **The Order Number or IMA Master Contract Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents**.
2. **PRICE.** The prices stated in this Order are complete; Vendor shall add no additional charges. Vendor warrants that the prices charged hereunder are competitive with prevailing market rates and do not exceed prices charged other customers for a similar quantity and quality of Goods/Services. Discount or penalties specified above, if any, shall be calculated from the later of the date of the complete and final delivery of the Goods/Services, or the date correct final invoices are received in IMA’s Accounting Department. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor’s invoice as separate items, and shall bear such costs as part of total Price charged. If Vendor travel reimbursement(s) shall be made under this Order, then Vendor shall follow IMA's travel policies and be subject to IMA per diem rates. Invoices in duplicate are required. IMA will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made no later than thirty (30) days after the later of: IMA acceptance of the Goods/Services or IMA receipt of the relevant invoice for proper performance. Any adjustments in Vendor’s invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at IMA’s option, be made by IMA before payment, but failure to do so shall not deprive IMA of the right to do so later. IMA may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods/Services conform to this Order and all necessary documentation has been properly received.
3. **QUALITY.** Vendor warrants the Goods/Services are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date IMA accepts the Goods/Services, (b) all materials created for IMA [other than materials preexisting this Order and prepared for other customers] shall be original work, shall be deemed work for hire and shall not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods/Services in IMA and provide IMA any documentation IMA requests relating to its ownership of the work. If no quality is specified in this Order, the Goods/Services delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.
4. **CONDUCT.** Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or IMA staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.  Vendor shall inform IMA in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism. Vendor shall comply with industry best practices to avoid exploitation of child labor and shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status. In the event Vendor’s work under this Order involves interaction with IMA’s program participants, Vendor acknowledges it has reviewed and agrees to comply with the IMA International Safeguarding Policy: Protection from Sexual Harassment, Exploitation and Abuse, and Child Protection, which can be found at [www.IMA.ORG](http://www.IMA.ORG) (“PSHEA Policy”). During the term hereof and for three years afterwards, except to perform the terms of this Order, Vendor shall not disclose information regarding IMA to any third-party or make use of such information for its own purposes without IMA’s prior written consent. The Vendor shall not use the IMA name or trademarks in publicity or publicly disclose information relating to the Order without IMA's prior written consent.
5. **SHIPPING; PACKING; DELIVERY.** Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid D.D.U Destination, and IMA will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods/Services before receipt by IMA at Destination. Each package of Goods will contain documentation showing shipper’s name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export notices, or similar documentation shall be sent at time of shipment to IMA at the address stated in this Order as well as to the Destination, if different. Time is of the essence and delivery of Goods/Services shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to IMA, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries/performance may not be accepted; contact IMA in advance if a partial delivery/performance is requested.
6. **INSPECTION AND ACCEPTANCE.** All Goods/Services shall be subject to IMA inspection and, if applicable, test at any time and place, including at place of manufacture. Vendor will make available to IMA copies of applicable drawings, specifications, and processes and shall promptly provide IMA any resulting inspection certificates. Further, all Goods/Services are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. IMA may reject and hold at Vendor’s expense, subject to Vendor’s disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.
7. **DEFECTIVE WORK.** If any Goods/Services are defective in material or workmanship or otherwise do not conform to this Order, IMA may: (a) require Vendor to repair or replace at Vendor’s cost any such nonconforming Goods/Services; (b) require Vendor to refund the price of any such Goods/Services; or (c) elect to retain and correct any such Goods/Services with an appropriate price reduction to offset IMA’s costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods/Services defective as a result of fraud, recklessness or latent defects.
8. **CANCELLATION AND DEFAULT.** In addition toany other remedies available, IMA may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods/Services as specified herein; (b) in IMA’s good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from IMA; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor’s claims shall be made as follows: a) Vendor shall be paid for Goods/Services conforming to this Order, and b) title shall vest in IMA for all such Goods/Services for which IMA has paid.
9. **CHANGES.** Changes or amendments to this Order may only be made by IMA by its written authorization. IMA may make changes in the method of shipping or packing and place of delivery by written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods/Services. If any such change by IMA affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) AQAQdays from the date of IMA’s communication of the change.
10. **INDEMNIFICATION.** Vendor will indemnify and hold harmless IMA and its related IMA entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor’s breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall IMA be liable for Vendor’s lost profits or consequential or incidental damages. Any Vendor action against IMA arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived.
11. **COMPLIANCE WITH LAW AND DISPUTES.** This Order is governed exclusively by the laws of the State of Georgia, USA, without regard to its choice of law rules.Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration.  The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be Atlanta, Georgia.  To the extent permitted by law, the arbitrator’s decision shall be final and binding and may be entered in any court having competent jurisdiction. Vendor shall keep complete and accurate records that provide a basis for its invoices hereunder. During the term hereof and for three (3) years thereafter, IMA, Donor, if applicable, or their agents, may inspect and make extracts from such records, provided that IMA/Donor gives the Vendor at least seven (7) days prior written notice.
12. **ENTIRE AGREEMENT.** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. Each attachment is incorporated by reference herein and forms a part of this Order. Vendor shall not assign its obligations hereunder, without the prior written consent of IMA. If any provision of this Order is invalid, illegal, or unenforceable to any extent, the remainder of this Order shall not be affected and shall be enforceable to the fullest extent permitted by law. The parties are independent contractors. This Order creates no employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other. Certain obligations hereunder by their content shall survive the completion or termination of this Order, including those in Paragraphs 3, 4, 8 through and including 13.
13. **OPTIONAL SCHEDULES:** Initials entered by the representatives below shall mean that the Optional Schedule **is included** in this Order.

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| \_\_\_\_\_IMAInitials | \_\_\_\_\_Vendor Initials | * 1. **Travel Release**. In the event Vendor and/or his/her/its employees or other personnel travel overseas, Vendor must arrange for each traveler to execute and return to IMA the International Travel Release, attached as **Schedule E**, prior to such travel. In the event overseas travel will not occur in connection with the work, **Schedule E** shall not be included with this Agreement.
 |
| \_\_\_\_\_IMAInitials | \_\_\_\_\_VendorInitials | * 1. **U.S. Government Provisions.** In the event this Agreement is entered into in connection with an Agreement between IMA and a U.S. Government Agency, such as the U.S. Agency for International Development (USAID), (each a “US Agency”), **Schedule F**, attached hereto, is incorporated by reference herein. In the event the work is not performed in connection with a U.S. Agency agreement, **Schedule F** shall not be included in this Agreement.
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1. **Attachments.** The following are attached here to and incorporated herein by reference:

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| --- | --- |
| Schedule A |  Term Sheet |
| Schedule B |  Description of Goods or Services (if needed) ***Schedules C and D are not included in Purchase Orders*** |
| Schedule E |  International Travel Release (if initialed above) |
| Schedule F |  United States Government Provisions (if initialed above) |

THE AUTHORIZED SIGNATORY OF EACH PARTY BELOW ACKNOWLEDGES HE/SHE HAS READ THIS ORDER, FULLY UNDERSTANDS IT, AND HEREBY AGREES TO ITS TERMS, EFFECTIVE AS OF THE DATE THE LAST PARTY SIGNS THIS ORDER.

|  |  |
| --- | --- |
| [***Insert Vendor’s full name***] | **IMA WOLRD** |
| By: Name: Title: Date:  | By: Name: Title: Date:  |