

BIDDING DOCUMENTS

(PROCUREMENT OF GOODS)

LY22-128

SUPPLY AND DELIVERY OF

IT Equipment and Supplies on a Long-Term Agreement Basis

Prepared by



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

IOM Libya Mission

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Table of Contents

INVITATION FOR BIDS	4
Section I. Instructions to Bidders.....	5
A. General	5
1. Scope of Bid	5
2. Eligible Bidders	5
3. Corrupt Fraudulent, Collusive and Coercive Practices	5
4. Eligible Goods and Services	6
B. The Bidding Documents.....	6
5. Content of Bidding Documents.....	6
6. Clarification of Bidding Documents.....	7
7. Amendment of Bidding Documents	7
C. Preparation of Bids.....	7
8. Cost of Bidding	7
9. Language of Bid.....	7
10. Documents Comprising the Bid	8
11. Bid Form	8
12. Bid Prices	8
13. Bid Currencies.....	9
14. Documents Establishing Bidder's Eligibility and Qualif..9	
15. Documents Establishing Goods' Eligibility	10
16. Period of Validity of Bids	10
17. Bid Security (N/A).....	10
18. Format and Signing of Bid.....	11
D. Submission of Bids	11
19. Preparation of Bids.....	11
20. Deadline for Submission of Bids	11
21. Late Bids	11
22. Modification and Withdrawal of Bids	11
E. Opening and Evaluation of Bids	11
23. Opening of Bids	12
24. Clarification of Bids and Contacting IOM	12
25. Preliminary Examination	12
26. Conversion to Single Currency (if applicable)	12
27. Evaluation and Comparison of Bids.....	12
28. Clarification of Bids and Contacting IOM	13
29. Post-qualification	14
30. Purchaser's Right to Accept any Bid.....	14
F. Award of Contract	14
31. Award Criteria	14
32. Purchaser's Right to Vary Quantities at Time of Award.....	14
33. Notification of Award	14
34. Performance Security	15
35. Signing of Contract.....	15
Section II. Schedule of Requirements	16
Schedule of Requirements.....	17
Section III. Technical Specifications	21
Section IV. Contract for Long-Term Recurring Supply and Delivery of Goods	24
Section V. Sample Forms.....	36
BID FORM.....	37

PRICE SCHEDULE.....	38
MANUFACTURER’S AUTHORIZATION FORM.....	40
Form-4 BID SECURITY (Bank Guarantee).....	41
Form-5 PERFORMANCE SECURITY (Bank Guarantee).....	42
Form-6 ADVANCE PAYMENT SECURITY (Bank Guarantee).....	43



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INVITATION FOR BIDS

ITB No. : LY22-128

Date: 06 May 2022

The International Organization for Migration (hereinafter called IOM) intends to Supply for the Various PPE items listed in Annexes of this ITB – for the purpose of establishing Long-Term Agreements (LTAs) for IT Equipment and Supplies for a period of one (1) year with possibility of extension of one (1) year subject to satisfactory performance and market assessment for which this Instruction to Bidders (ITB) is issued.

In the framework of *IOM Libya's Program*, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of *IT Equipment and Supplies*.

Bids shall be valid for a period of *three (3) months after the submission of bids*.

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.

Important notes for suppliers:

- Deadline for last bid submission is 28 May 2022.
- Sample picture of each item quoted shall be provided within the bid submission deadline and brand/model details shall be clearly indicated.
- Late bids and bids without sample pictures shall be rejected.
- All prices should include transportation, packing and installation costs.
- Delivery of items to IOM Libya Main office in Janzour, Tripoli. IOM may request items to be delivered to other IOM offices/suboffices within Libya such as Hay Alandalus (Tripoli), Sebha, Qatroun and Benghazi where additional transportation charges may apply.
- Interested suppliers may submit their bids to all or selected items. IOM may make the award for single or multiple items for one or more bidders depending on the BEAC decision.
- Equipment shall have minimum 2 years and supplies shall have minimum 1 year of warranty starting from the date items delivered to IOM.
- All Vendors are required to sign and stamp the form ‘Declaration of Non-Conformity’ as part of eligibility requirements.

Very truly yours,

IOM Libya

BEAC Chairperson

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

Section I. Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 IOM invites all registered bidders **only in Libya** to submit their bids for the *supply and delivery of IT Equipment and Supplies on a Long-Term Agreement Basis* for IOM various programs hereto referred as Goods. The Goods are specified in greater details in the Sub Section of the Bid Documents.
- 1.2 The successful Bidder(s) is expected to sign Long-Term Agreement with IOM Libya with fixed prices for min 12 months after the signature of the contract.
- 1.3 IOM may request successful bidders to extend their contracts up to one (1) year on yearly basis, depending on the bidder's performance and the market assessment.
- 1.4 Successful bidders are expected to provide after-sale services for the items they are supplying. In case if items or supplies are not functioning at first delivery, Supplier shall replace the items with new ones instead of fixing them.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all Bidders from **Libya**. Bidders shall have all relevant registration and authorization documents to supply and deliver items they are interested to provide.
- 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 Long-Term Agreement shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.

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 Recurring Supply and Delivery of Goods
- c) Schedule of Requirements
- d) Technical Specifications
- e) Sample Forms

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 through e-mail iomlibyaproposal@iom.int . IOM will respond electronically to any request for clarification of the bidding documents, which it receives no later than *three (3) days* prior to the deadline for the submission of bids. Electronic copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be published online on [IOM Libya Website](#).

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 will be notified of the amendment electronically through [IOM Libya Website](#).

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 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.

Failure to comply with this may result disqualification of the bidder(s).

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; and
- (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents.

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 12 months fixed unit prices and the goods it proposes to supply under the long-term agreement.

12.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- (a) For goods offered from within IOM's Mission country:
 - (i) the price of the goods quoted DDP (Delivered Duty Paid), including all customs duties and sales and other taxes already paid or payable:
 - (ii) any sales and other taxes which will be payable on the goods if the contract is awarded;
 - (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
 - (iv) the price of other (incidental) services, if any.

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 the following currencies:

For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in *USD (United States Dollars)* currency and shall be fixed for twelve (12) months after signing the long-term agreement.

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) can be used 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;

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

14.4 If the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids any information updating their original VIS or company profile on file or, alternatively, confirm in their bids that the originally submitted information remains essentially correct as of the date of bid submission.

14.5 As Vendor Eligibility is the first evaluation IOM shall conduct, vendors failing to provide following documents shall be declared as '*Not Eligible*' :

- i. *Duly filled and signed Vendor Information Sheet;*
- ii. *Valid Certificate of Registration;*
- iii. *Company Authorization Letters to supply and deliver the items they are bidding*

- iv. *Company Bank Account in USD (preferably letter provided by the bank)*
- v. *Signed and Stamped Declaration of Nonconformity*

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;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of *30 Days*, following commencement of the use of the goods by IOM; and
- (c) 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.

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. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to IOM's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period of *three (3) months* 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 60 days. The request and the bidders' responses shall be made in writing.

17. Bid Security (N/A)

Not Applicable

18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one (1) electronic copy of their bid.
- 18.2 All pages of the bid shall be initialed by the person or persons signing the bid.
- 18.3 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. Preparation of Bids

- 19.1 The Bidder shall prepare one (1) electronic copy of their bid.
- 19.2 The electronic copy of proposal shall be sent to iomlibyaproposal@iom.int before the deadline mentioned in ITB Clause 20.
- 19.3 The Bidder shall submit list of technical details of each item they are quoting before the deadline mentioned in ITB Clause 20 together with their bid.

20. Deadline for Submission of Bids

- 20.1 Bids must be received by IOM at the address specified under ITB Clause 19 no later than *28 May 2022. Bids Submission e-mail subject shall be 'LY22-128 'Company Name''*.
- 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.

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

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 Due to Covid 19 restrictions, IOM BEAC will make the opening of the technical proposals after the deadline and no bidders will be allowed to attend the bid opening. No bid shall be rejected at bid opening, except for late bids pursuant to ITB Clause 21 and Clause 19.

23.2 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 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 *USD United states dollars* 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.

27.2 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 DDP price of the goods offered from within IOM's Mission country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

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) cost of inland transportation, insurance, and other costs within IOM's Mission country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid.
- (c) deviations in payment schedule from that specified in the Conditions of Contract;
- (d) other specific criteria indicated and/or in the Technical Specifications

27.5 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed above has been retained. The number of points allocated to each factor shall be specified.

Evaluated price of the goods	40
Technical Specifications	50
Availability or delivery lead-time	10
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

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 long-term recurring supply and delivery of goods agreement satisfactorily.

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

32.1 Not applicable as the awarded bidders will be give long-term recurring supply and delivery of goods agreement.

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.

34. Performance Security

34.1 The successful Bidder shall furnish a performance security equivalent to *10% of the Purchase Order* in accordance with the Conditions of Contract, in the form provided in the bidding documents, or in another form acceptable to IOM when there are orders more than USD 300,000.00.

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

Tender Ref : LY22-128

Computers	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Laptop 1						Hay Al Kuwait, Janzour
Laptop 2						Hay Al Kuwait, Janzour
Laptop 3						Hay Al Kuwait, Janzour
Laptop 4						Hay Al Kuwait, Janzour
Laptop 5						Hay Al Kuwait, Janzour
Printers	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Printer 1						Hay Al Kuwait, Janzour
Printer 2						Hay Al Kuwait, Janzour
Printer 3						Hay Al Kuwait, Janzour
Printer 4						Hay Al Kuwait, Janzour
Printer 5						Hay Al Kuwait, Janzour
Cartridges	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Cartridges Group 1 - Item 1						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 2						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 3						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 4						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 5						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 6						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 7						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 8						Hay Al Kuwait, Janzour
Cartridges Group 1 - Item 9						Hay Al Kuwait, Janzour
Cartridges Group 2 - Item 1						Hay Al Kuwait, Janzour
Cartridges Group 2 - Item 5						Hay Al Kuwait, Janzour

Cartridges Group 2 - Item 7						Hay Al Kuwait, Janzour
Cartridges Group 2 - Item 9						Hay Al Kuwait, Janzour
Cartridges Group 3 - Item 1						Hay Al Kuwait, Janzour
Cartridges Group 3 - Item 2						Hay Al Kuwait, Janzour
Cartridges Group 3 - Item 3						Hay Al Kuwait, Janzour
Cartridges Group 3 - Item 4						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 1						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 2						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 3						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 4						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 5						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 6						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 7						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 8						Hay Al Kuwait, Janzour
Cartridges Group 4 - Item 9						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 1						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 2						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 3						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 4						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 5						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 6						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 7						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 8						Hay Al Kuwait, Janzour
Cartridges Group 5 - Item 9						Hay Al Kuwait, Janzour
UPS	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
UPS 1						Hay Al Kuwait, Janzour
UPS 2						Hay Al Kuwait, Janzour
UPS 3						Hay Al Kuwait, Janzour
UPS 4						Hay Al Kuwait, Janzour
UPS 5						Hay Al Kuwait, Janzour

Keyboard & Mouse	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Keyboard 1						Hay Al Kuwait, Janzour
Keyboard 2						Hay Al Kuwait, Janzour
Keyboard 3						Hay Al Kuwait, Janzour
Keyboard 4						Hay Al Kuwait, Janzour
Keyboard 5						Hay Al Kuwait, Janzour
Mobile Phones	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Mobile 1						Hay Al Kuwait, Janzour
Mobile 2						Hay Al Kuwait, Janzour
Mobile 3						Hay Al Kuwait, Janzour
Mobile 4						Hay Al Kuwait, Janzour
Mobile 5						Hay Al Kuwait, Janzour
Tablets	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Tablet 1						Hay Al Kuwait, Janzour
Tablet 2						Hay Al Kuwait, Janzour
Tablet 3						Hay Al Kuwait, Janzour
Tablet 4						Hay Al Kuwait, Janzour
Tablet 5						Hay Al Kuwait, Janzour
Monitors	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Monitor 1						Hay Al Kuwait, Janzour
Monitor 2						Hay Al Kuwait, Janzour
Monitor 3						Hay Al Kuwait, Janzour
Monitor 4						Hay Al Kuwait, Janzour
Monitor 5						Hay Al Kuwait, Janzour
Docking Station	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Docking 1						Hay Al Kuwait, Janzour

Docking 2						Hay Al Kuwait, Janzour
Docking 3						Hay Al Kuwait, Janzour
Docking 4						Hay Al Kuwait, Janzour
Docking 5						Hay Al Kuwait, Janzour
Other IT Items	Brand	Model	Warranty	Country of Origin	Average Delivery Time	Delivery Place
Other A1						Hay Al Kuwait, Janzour
Other A2						Hay Al Kuwait, Janzour
Other B1						Hay Al Kuwait, Janzour
Other B2						Hay Al Kuwait, Janzour
Other C1						Hay Al Kuwait, Janzour
Other C2						Hay Al Kuwait, Janzour
Other D1						Hay Al Kuwait, Janzour
Other D2						Hay Al Kuwait, Janzour

Signed by:

Section III. Technical Specifications

Technical Specifications

Computers:					
	Laptop 1	Laptop 2	Laptop 3	Laptop 4	Laptop 5
1 Name	Lenovo ThinkPad E14	Lenovo ThinkPad X1 Carbon Gen 10	Lenovo ThinkPad X1 Carbon Gen 9	HP 290 G4 Microtower (Desktop)	HP EliteDesk 800 G6 Tower (Desktop)
CPU	11th Generation Intel® Core™ i5 - (1135G7)	11th Generation Intel® Core™ i7-(1185G7) Processor with vPro™	11th Generation Intel® Core™ i7-(1185G7) Processor with vPro™	10th Generation Intel® Core™ i5-(10400)	10th Generation Intel® Core™ i5-(10500)
Storage	512 GB PCIe SSD	512 GB PCIe SSD	512 GB PCIe SSD or 1 TB PCIe SSD	1 TB HDD	512 GB PCIe® NVMe™ TLC M.2 SSD
GPU	Intel® UHD or Discrete NVIDIA® MX450 with 2GB GDDR5C	Integrated Intel® Iris® Xe Graphics	Integrated Intel® Iris® Xe Graphics	Integrated Intel® UHD Graphics 630	Integrated Intel® UHD Graphics 630
Keyboard	US - English QWERTY Keyboard	US - English QWERTY Keyboard	US - English QWERTY Keyboard	US - English QWERTY Keyboard	US - English QWERTY Keyboard
Memory (RAM)	16 GB DDR4	16 GB LPDDR4x 4266MHz	16 GB LPDDR4x 4266MHz	8 GB DDR4-2666 MHz RAM (1 x 8 GB)	16 GB DDR4-2666 MHz RAM (1 x 16 GB)
OS	Free DOS	Free DOS	Free DOS	Free DOS	Free DOS
Display	14" FHD (1920 x 1080) TN, 220 nits, antiglare	14.0" WUXGA (1920 x 1200) IPS, anti-glare, low-power, 400 nits	14.0" WUXGA (1920 x 1200) IPS, anti-glare, low-power, 400 nits	-	-

Printers					
	Printer 1	Printer 2	Printer 3	Printer 4	Printer 5
1 Printer Name	Xerox® VersaLink® C7030 MFP	Xerox® VersaLink® B7025	HP cartridges for HP PageWide Pro MFP 477dw Printer	Option 4 (Optional and to be filled by the Vendor)	Option 5 (Optional and to be filled by the Vendor)

Cartridges					
	Cartridges Group 1	Cartridges Group 2	Cartridges Group 3	Cartridges Group 4	Cartridges Group 5
1 Key (Black)	106R03749: High Capacity or 106R03745: Extra High Capacity	106R03395: Standard or 106R03396: High Capacity	Black 973x	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
2 Cyan	106R03752: High Capacity or 106R03748: Extra High Capacity	-	Cyan 973x	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
3 Magenta	106R03751: High Capacity or 106R03747: Extra High Capacity	-	Magenta 973x	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
4 Yellow	106R03750: High Capacity or 106R03746: Extra High Capacity	-	Yellow 973x	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
5 Drum Cartridge	113R00780	113R00779	-	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
6 Waste Cartridge R5	115R00128	-	-	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
7 Fuser R8	115R00115	115R00115	-	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
8 Transfer Belt R6	115R00127	-	-	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5
9 Transfer Roller R7	115R00126	115R00116	-	To be provided by Vendor as per Printer Option 4	To be provided by Vendor as per Printer Option 5

UPSs:					
	UPS 1	UPS 2	UPS 3	UPS 4	UPS 5
1 Name	APC Back-UPS 500	APC Back-UPS Pro 650	Other (Optional and to be filled by the Vendor)	Other (Optional and to be filled by the Vendor)	Other (Optional and to be filled by the Vendor)
Model	BX500CI	BR650MI			
Battery Capacity	6.4 Ah	7 Ah			
Battery voltage	12V	12V			
Main Input Voltage	230V	230V			
Main Out Voltage	230V	230V			
Power Socket Outlets	3	6			
Power in VA	500VA	650VA			

Keyboard & Mouse Combo:					
	Keyboard 1	Keyboard 2	Keyboard 3	Keyboard 4	Keyboard 5
1 Name	Logitech MK270	Logitech MK345	Other (Optional and to be filled by the Vendor)	Other (Optional and to be filled by the Vendor)	Other (Optional and to be filled by the Vendor)
Connectivity	Bluetooth	Bluetooth			
Full Size Keyboard	Yes	Yes			
Keyboard Language	US - English QWERTY Keyboard	US - English QWERTY Keyboard			

Technical Specifications

Mobile Phones					
	Mobile 1	Mobile 2	Mobile 3	Mobile 4	Mobile 5
1 Model	Samsung Galaxy A03s	Samsung Galaxy A32	Samsung Galaxy A42	Samsung Galaxy A52	Samsung Galaxy A53
Capacity	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb
RAM	minimum 4Gb	minimum 4Gb	minimum 4Gb	minimum 4Gb	minimum 4Gb
Color	Preferably Black or White	Preferably Black or White	Preferably Black or White	Preferably Black or White	Preferably Black or White

Tablets					
	Tablet 1	Tablet 2	Tablet 3	Tablet 4	Tablet 5
Model	Galaxy Tab A 8.0" 2019 WiFi	Galaxy Tab A7 LTE	Galaxy Tab A7 Lite 8.7" WiFi	Option 4 (Optional and to be filled by the Vendor)	Option 5 (Optional and to be filled by the Vendor)
Capacity	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb	Minimum 64 Gb
RAM	minimum 4Gb	minimum 4Gb	minimum 4Gb	minimum 4Gb	minimum 4Gb
Color	Preferably Black or White	Preferably Black or White	Preferably Black or White	Preferably Black or White	Preferably Black or White

Monitors					
	Monitor 1	Monitor 2	Monitor 3	Monitor 4	Monitor 5
1 Name	Lenovo ThinkVision T27i-10 Monitor	Lenovo D27-30 Monitor	HP P27h G4 FHD Monitor	HP V270	Option 5 (Optional and to be filled by the Vendor)
Size	27 inch	27 inch	27 inch	27 inch	Option 5 (Optional and to be filled by the Vendor)
Resolution	1920x1080 pixels Full Hd / 1080p	1920x1080 pixels Full Hd / 1080p	1920x1080 pixels Full Hd / 1080p	1920x1080 pixels Full Hd / 1080p	Option 5 (Optional and to be filled by the Vendor)
Dynamic Contrast	3,000,000:1	3,000,000:1	8,000,000:1	10,000,000:1	Option 5 (Optional and to be filled by the Vendor)
Connectivity	4x USD 3.0 1x HDMI 1.4 1x Display Port 1.2 1x D-sub 1x 3.5 mm Audio Out	1 x HDMI 1.4 1 x VGA 1 x Audio out (3.5mm)	1x HDMI 1.4 1x Display Port 1.2 1x D-sub 1x 3.5 mm Audio Out	1x HDMI 1.4 1x DVI-D Dual Link 1x D-sub	Option 5 (Optional and to be filled by the Vendor)

Docking Stations:			
	Docking 1	Docking 2	Docking 3
1 Name	Lenovo ThinkPad Thunderbolt™ 4 Dock	Lenovo ThinkPad Thunderbolt™ 3 Dock Gen 2	Lenovo ThinkPad USB-C Dock Gen 2
USB A 2.0 Ports	4	0	2
USB A 3.1 Ports	-	5	3
USB C Ports	1	1	1
Supported Monitors	4	4	3
Charging Capacity	100W	65W	60W
Ethernet	Yes	Yes	Yes
Display Ports	2* DisplaPort 1.4	2	2
HDMI Ports	1* HDMI 2.1	2	1
Audio	3.5 mm Stereo/Microphone Combo Port	3.5 mm Stereo/Microphone Combo Port	3.5 mm Stereo/Microphone Combo Port
Docking Port	Type-C	Type-C/Slim Tip	Type-C

Other IT Items		
	Other A1	Other A2
1 Power Adapter (Charger)	Lenovo Charger 65W Type C	Optional - to be filled by the Vendor
	Other B1	Other B2
2 External Storage Drive	2.5" SSD/HDD USB 3.1 Type A	Optional - to be filled by the Vendor
	Other C1	Other C2
3 Storage Drive SSD 2.5"	Internal SSD SATA	Optional - to be filled by the Vendor
	Other D1	Other D2
4 Storage Drive M.2 NVMe	Types: 2240,2260,2280	Optional - to be filled by the Vendor

Section IV. Contract for Long-Term Recurring Supply and Delivery of Goods

**LONG-TERM AGREEMENT
FOR
THE RECURRING 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”), an organization part of the United Nations system, 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] upon request by IOM in accordance with the terms and conditions of this Agreement and its Annexes, if any, from [starting date] to [end date].

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** - Technical Specifications;
- d) **Annex D** – Sample Purchase Order;
- e) **Annex E** - Accepted Notice of Award (NOA);
- f) **Annex F** - Performance Security; and,
- g) **Annex G** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Goods/Services Supplied

- 2.1. The Supplier agrees to supply the Goods to IOM when requested by Purchase Order (sample attached as Annex D) in the amounts outlined therein in strict accordance with the specifications, and at the price stated for each item in the Price Schedule in Annex B, in accordance with the Technical Specifications outlined in Annex C and in line with the delivery schedule outlined by each Purchase Order.
- 2.2. IOM does not warrant that any quantity of Goods will be purchased during the term of this Agreement.
- 2.3. In the event of any advantageous technical changes and/or downward pricing of the Supplies during the duration of this Agreement, the Supplier shall notify IOM immediately. IOM shall consider the impact of any such event and may request an Amendment to the Agreement.

- 2.4 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.
- 2.5 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties for the supply and delivery of Goods.
- 2.6 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Supplier shall extend such services to them at prices and on terms no less favorable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.
- 2.7 The terms and conditions of this Agreement shall apply to all Purchase Orders issued under this Agreement. In case of discrepancy between the terms and conditions of the Purchase Order and the terms and conditions outlined in this Agreement, the terms and conditions outlined in this Agreement prevail.
- 2.8 The Supplier shall keep all items outlined in Annex B in stock in sufficient quantities at all times. If the stock of the Supplier is temporarily depleted, the Supplier shall inform IOM in writing when said items are expected to be back in stock.

3. Charges and Payment

- 3.1 The total price for each supply and delivery of Goods and any Incidental Services under this Agreement is determined by each Purchase Order in accordance with the Price List in Annex B (the “**Price**”).
- 3.2 The Supplier shall invoice IOM upon completion of each delivery in accordance with this Agreement and the relevant Purchase Order. Payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.
- 3.3 The invoice for each delivery will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin, copy of signed Purchase Order
- 3.4 Payment shall be made in [Currency code] by [bank transfer] to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:

Swift Code:

IBAN Number:

- 3.5 The Price specified in each Purchase Order in accordance with the Price List (Annex B) 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. IOM shall not be charged for the cost of previous storage of any Goods or related costs.
- 3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold 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.
- 3.7 The Price List (Annex B) shall remain valid for a period of at least [enter period, preferably at least one year].

4. Delivery

- 4.1 The Goods shall be delivered to [insert place of delivery or state "to the place outlined by each Purchase Order"] according to the delivery schedule in each Purchase Order. The cost of delivery is deemed included in the Price specified in each Purchase Order and the Price List (Annex B). The Incidental Services as described in Article 2.4 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.4 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 liquidated damages equal to 0.1% (one-tenth of one per cent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security (APPLICABLE FOR CONTRACTS OVER USD 300,000)

- 5.1 If any Purchase Order exceeds a value of USD 300,000, 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 30 (thirty) days from the completion of Supplier's obligations under relevant Purchase Order 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 provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the 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 procurement of this Agreement;
 - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
 - (g) It has or shall take out relevant insurance coverage for the period the Supplies are provided under this Agreement;
 - (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
 - (i) The Prices specified in this Agreement shall constitute the sole remuneration 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 personnel and agents of either of them, similarly, shall not receive any additional remuneration.
 - (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive

wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Supplier becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

- (k) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Supplier will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (l) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Supplier determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

9.7 The Supplier warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminator or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Supplier shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

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

9.8 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.

9.9 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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The 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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Supplier is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 21 (Termination) shall apply.

12. Independent Contractor

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

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

14.1 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.

14.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Supplier and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Supplier and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Supplier]

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

[Supplier's address]

Email: [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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

17. Use of IOM Name, Abbreviation and Emblem

The official logo, emblem and name of IOM may only be used by the Supplier in connection with the Services and with the prior written approval of IOM. The Supplier acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6^{ter} of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

18. Status of IOM

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

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 or suspend 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.

21.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the

Supplier in writing when the suspension is lifted and may modify the completion date. The Supplier shall not be entitled to claim or receive any Price or costs incurred during the period of suspension of this Agreement.

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. Final Clauses

24.1 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.

24.2 Amendments to this Agreement may be made by mutual agreement in writing between the Parties.

25. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Supplier 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]

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for
Migration

Signature

Name:
Position:
Date:
Place:

For and on behalf of
[Name of Supplier]

Signature

Name:
Position:
Date:
Place:

Section V. Sample Forms

BID FORM

Date : _____

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
[Hay Al Kuwait, Janzour, Tripoli, Libya](#)

We, the undersigned, declare that;

Having examined the Bidding Document for the [LY22-128](#), issued on [06 May 2022](#), 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 one-year fixed prices listed in Form 2 (Price Schedule).

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.

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 _ May 2022.

[signature over printed name]

[in the capacity of]

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

PRICE LIST

Computers	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Laptop 1									
Laptop 2									
Laptop 3									
Laptop 4									
Laptop 5									
Printers	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Printer 1									
Printer 2									
Printer 3									
Printer 4									
Printer 5									
Cartridges	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Cartridges Group 1 - Item 1									
Cartridges Group 1 - Item 2									
Cartridges Group 1 - Item 3									
Cartridges Group 1 - Item 4									
Cartridges Group 1 - Item 5									
Cartridges Group 1 - Item 6									
Cartridges Group 1 - Item 7									
Cartridges Group 1 - Item 8									
Cartridges Group 1 - Item 9									
Cartridges Group 2 - Item 1									
Cartridges Group 2 - Item 5									
Cartridges Group 2 - Item 7									
Cartridges Group 2 - Item 9									
Cartridges Group 3 - Item 1									
Cartridges Group 3 - Item 2									
Cartridges Group 3 - Item 3									
Cartridges Group 3 - Item 4									
Cartridges Group 4 - Item 1									
Cartridges Group 4 - Item 2									
Cartridges Group 4 - Item 3									
Cartridges Group 4 - Item 4									
Cartridges Group 4 - Item 5									
Cartridges Group 4 - Item 6									
Cartridges Group 4 - Item 7									
Cartridges Group 4 - Item 8									
Cartridges Group 4 - Item 9									
Cartridges Group 5 - Item 1									
Cartridges Group 5 - Item 2									
Cartridges Group 5 - Item 3									
Cartridges Group 5 - Item 4									
Cartridges Group 5 - Item 5									
Cartridges Group 5 - Item 6									
Cartridges Group 5 - Item 7									
Cartridges Group 5 - Item 8									
Cartridges Group 5 - Item 9									

Signature

Name:

Position:

Date:

PRICE LIST

UPS	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
UPS 1									
UPS 2									
UPS 3									
UPS 4									
UPS 5									
Keyboard & Mouse	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Keyboard 1									
Keyboard 2									
Keyboard 3									
Keyboard 4									
Keyboard 5									
Mobile Phones	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Mobile 1									
Mobile 2									
Mobile 3									
Mobile 4									
Mobile 5									
Tablets	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Tablet 1									
Tablet 2									
Tablet 3									
Tablet 4									
Tablet 5									
Monitors	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Monitor 1									
Monitor 2									
Monitor 3									
Monitor 4									
Monitor 5									
Docking Station	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Docking 1									
Docking 2									
Docking 3									
Docking 4									
Docking 5									
Other IT Items	Brand	Model	Warranty	Qty 1 to 5		Qty 6 to 15		Qty 15 and more	
				Unit Price	Delivery Time	Unit Price	Delivery Time	Unit Price	Delivery Time
Other A1									
Other A2									
Other B1									
Other B2									
Other C1									
Other C2									
Other D1									
Other D2									

Signature

Name:

Position:

Date:

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.

Form-4 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] 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: _____