

BIDDING DOCUMENTS

(PROCUREMENT OF Goods)

RFQ Ref# LY21-239

SUPPLY AND DELIVERY OF *Medicines and Medical supplies*

Prepared by



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

27 September 2021

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INVITATION FOR BIDS

IFB No. : LY21-239

Date: 27 September 2021

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

In the framework of IOM Libya’s programs, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of *Medicines and medical supplies to IOM Tripoli Office in Tripoli, Libya*.

Date of publishment	27 September 2021
Date of last submission	10 October 2021
Clarifications	2 days before the deadline
Date of contract (estimated)	01 November 2021
To (estimated)	31 October 2022
Bid security	Not required
Sample	Required. Medicines sample to be delivered to IOM Tripoli Office until the last bid submission date.
Expirations dates	All Medicines must have min 18 Months Shelf life, expiration date must exceed 18 months at the date of delivery.
Bids Submission (electronically)	iomlibyaproposal@iom.int

Late bids shall be rejected. Bids should be submitted through email to iomlibyaproposal@iom.int and sample of medicines to be delivered latest by **10 October 2021** to following address:

IOM Libya, Hay Al Kuwait, Janzour, Tripoli

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.

Very truly yours,

IOM Libya
BEAC Chairperson

Section I. Instructions to Bidders

Instructions to Bidders

A. General

1. Scope of Bid

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

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Bidders from **Libya**.

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

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

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

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

3. Corrupt Fraudulent, Collusive and Coercive Practices

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

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

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

(ii) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

(iii) “collusive practice” is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.

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

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

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.

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

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

B. The Bidding Documents

5. Content of Bidding Documents

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

- a) Instructions to Bidders (ITB)
- b) Contract for Supply and Delivery of Goods
- c) Schedule of Requirements
- d) Technical Specifications
- e) Sample Forms

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM's address indicated in ITB Clause 19.2a. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than *two (2)* days prior to the deadline for the submission of bids. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

8. Cost of Bidding

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

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in *English* language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

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

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

- (b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

11. Bid Form

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

12. Bid Prices

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

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

- (a) For goods offered from within IOM's Mission country:
 - (i) the price of the goods quoted DDP (Delivery Duty Paid), including all customs duties and sales and other taxes already paid;
 - (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 IOM's Mission country, the prices shall be quoted in USD (United States Dollars) currency.

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted *the IOM Vendor Information Sheet (VIS) (Annex F) shall 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;
- (c) that, in the case of a Bidder not doing business within IOM's Mission country, the Bidder is or will be (if awarded the contract) represented by an Agent in that Mission country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications

14.4 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.

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) 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 *12 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.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an electronic copy of the bid.

17.2 The electronic copy of the bid shall be electronically typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.

17.3 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

18. Sealing and Marking of Bids

18.1 The Bidder shall name the electronic files (pdf) with company name and details of the document set.

18.2 The bidder shall prepare the samples and deliver below IOM Tripoli Office before the deadline of **10 October 2021 (before 15:00)** and inform IOM Office through iomlibyaproposal@iom.int.

IOM Libya, Hay Al Kuwait, Janzour, Tripoli, Libya.

19. Deadline for Submission of Bids

19.1 Bids must be received by IOM through iomlibyaproposal@iom.int email address and samples of items quoted should be received in the address specified under ITB Clause 18.2 no later than **10 October 2021**.

19.2 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.

20. Late Bids

21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 19 will be rejected.

21. Modification and Withdrawal of Bids

21.1 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.

21.2 The Bidder's modification or withdrawal notice shall be electronic and dispatched in accordance with the provisions of ITB Clause 17. A withdrawal notice will be in email and should be received by IOM not later than the deadline for submission of bids.

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

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

E. Opening and Evaluation of Bids

22. Opening of Bids

22.1 IOM will open the in presence of the BEAC (Bids and Evaluation Award Committee) latest by **14 October 2021**.

22.2 IOM will prepare minutes of the bid opening.

23. Clarification of Bids and Contacting IOM

23.1 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 email, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 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.

24.2 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.

24.3 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, 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.

24.5 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.

25. Conversion to Single Currency (if applicable)

25.1 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.

26. Evaluation and Comparison of Bids

26.1 IOM will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 24.

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

26.3 The comparison shall be between the DDP price of the goods offered from within IOM's Mission country.

26.4 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 Tripoli;
- (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

26.5 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	30
Technical Specifications	50
Availability or delivery lead-time	20
Total	100

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

27. Clarification of Bids and Contacting IOM

27.1 Subject to ITB Clause 23, 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 email.

27.2 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.

28. Post-qualification

28.1 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.

28.2 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.

28.3 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.

28.4 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.

29. 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

30. Award Criteria

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

31. Notification of Award

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

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

32. Performance Security

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

32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the bid security, in which event IOM may make the award to the next lowest evaluated Bidder or call for new bids.

33. Signing of Contract

33.1 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.

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

Section II. Schedule of Requirements

Schedule of Requirements

PROJECT TITLE : _____

No.	Description	Unit Measure
1	Albendazol 400mg Tablets	Pack of 1 Tab
2	Albendazol suspension 200mg/5ml	Bottle 10 ml
3	Adrenalin 1mg/ml ampule	Pack of 10 Amp
4	Akineton 2mg (Biperidene) Tablet	Pack of 60 Tab
5	Amaryl 2 mg tablet	Pack of 30 Tab
6	Amaryl 4 mg tablet	Pack of 30 Tab
7	Amlodipine 5mg Tablet	Pack of 28 Tab
8	Amoxicillin 250mg Syrup	Bottle 100 ml
9	Amoxicillin 500mg Capsule	Pack of 21 Cap
10	Amiodarone 150mg/3ml	Pack of 3 Amp
11	Amitriptyline 25 mg Tablet	Pack of 28 Tab
12	Amydramine Syrup	Bottle of 120 ml
13	Antacid syrup	Bottle 200 ml
14	Aripiprazole 15mg Tablet	Pack of 28 tab
15	Aspirin 75 mg Tablet	Pack of 56 Tab
16	Atorvastatin 20mg Tablet	Pack of 30 Tab
17	Augmentin 156 mg/5ml	Bottle 100 ml
18	Augmentin 457 mg/5ml	Bottle 70 ml
19	Augmentin 625 mg Tablet	Pack of 20 Tab

20	Augmentin 1g Tablet	Pack of 15 Tab
21	Azithromycin 200mg/5ml	Bottle 15 ml
22	Azithromycin 500mg Tablet	Pack of 3 Tab
23	Beclomethasone Dipropionate 250mcg inhaler	200 dose Inhaler
24	Benzyl Benzoate lotion (Ascalol)	125 ml Bottle
25	Betamethasone valerate 0.1% cream	15 g Tube
26	Bisolovon (Bromhexine 8mg/5ml)	100 ml syrup
27	Bisoprolol fumarate 5mg	Pack of 28 Tab
28	Budesonide 0.5mg/2ml nebulizer suspension	Pack of 20 Nebules
29	Calamin Lotion	Bottle 200 ml
30	Candesartan 8 mg Tablet	Pack of 28 Tab
31	Carbimazole 5 mg tablet	Pack of 100 Tab
32	Carbamazepine 400mg CR Tablet	Pack of 30 Tab
33	Cefixime 400 mg Capsule	Pack of 5 Cap
34	Cefixime 100 mg/5 ml suspension	Bottle 30 ml
35	Ceftriaxone 1g IM	Pack of 1 Vial
36	Cerazette 75 microgram Tablet	Pack of 28 Tab
37	Chlorpheniramine syrup 2mg/5ml	Bottle 100 ml
38	Chloramphenicol 1% eye Ointment	5g Tube
39	Clarithromycine 500mg Tablet	Pack of 14 Tab
40	Clotrimazole 1% spray	40 ml Spray
41	Clotrimazole skin cream 1%	20 g Tube
42	Clotrimazole Vaginal Tab 100mg+Applicator	Pack of 6 Tab
43	Ciprofloxacin 500mg Tablet	Pack of 10 Tab
44	Ciprofloxacin hydrochloride 0.3% eye/ear drops	Bottle 5 ml

45	Depakine 500 mg (Sodium Valproate) Tablet	Pack of 40 Tab
46	Dewax ear drops (0.5% Docusate Sodium)	Bottle of 10 ml
47	Diamicron (Gliclazide) 60mg MR Tablet	Pack of 30 Tab
48	Diclofenac Sodium 50 mg Tablet	Pack of 20 Tab
49	Diclofenac Sodium 1% Gel	30 g Gel Tube
50	Diclofenac Sodium 75mg/3ml Injection	Pack of 5 Amp
51	Dextromethorphan Syrup 15mg/5ml	Bottle 125 ml
52	Dexamethasone 4mg/ml	Pack of 10 Amp
53	Dexamethasone 0.5mg/5ml	Bottle 100 ml
54	Dextrose 5% injectable solution	500 ml Bag
55	Dextrose 50 % injection	10ml Plastic Amp
56	Doxycycline 200mg Tablet	Pack of 8 Tab
57	Eucarbon Tablet	Pack of 20 Tab
58	Erythromycin 250 mg	Pack of 28 Tab
59	Folic Acid 5mg Tablet	Pack of 28 Tab
60	Ferrous Sulphate 200 mg Tablet	Pack of 30 Tab
61	Fluconazol Tab 150mg	Pack of 1 Tab
62	Fluoxetine 20mg Capsule	Pack of 30 Capsule
63	Fucicort Cream	15 g Tube
64	Furosemide 20mg/2ml Injection	Pack of 10 Amp
65	Fybogel sachet	Pack of 10 Sach
66	Gentamicin 0.3% eye drops	Singel Pack
67	Glibenclamide 5mg Tablet	Pack of 30 Tab
68	Glycerin Suppository Adult	Pack of 10 Supp
69	Glycerin Suppository Childern	Pack of 10 Supp

70	Haldol 5mg/ml IM	Pack of 5 Ampule
71	Haldol Decanoas 50mg IM	Pack of 3 Amp
72	Hydrocortisone Acetate Ointment 1%	15 g Tube
73	Hydrochlorothiazide 25 mg Tablet	Pack of 20 Tab
74	Hydrocortisone 100 mg Vial	Pack of 10 Vial
75	Hyoscine Butylbromide 20 mg/ml	Pack of 6 Amp
76	Hyoscine Butylbromide 10 mg Tablet	Pack of 20 Tab
77	Ibuprofen 400mg Film Coated Tablet	Pack of 24 Tab
78	Ibuprofen 100mg/5ml Suspension	Bottle 100 ml
79	Labetalol 100 mg Tablet	Pack of 100 Tab
80	Lactulose Syrup	Bottle 200 ml
81	Levothyroxine 50 mcg Tablet	Pack of 28 Tab
82	Lidocain 2 % injection	Single vial
83	Lisinopril 10mg Tablet	Pack of 28 Tab
84	Loperamide 2mg Capsule	Pack of 10 Cap
85	Loratadine 10mg Tablet	Pack of 10 Tab
86	Magnesium sulfate injection 500 mg/ml	Pack of 5 Amp
87	Mebo Cream (25%w/w B-sitosterol)	15 g Tube
88	Methyldopa 250mg Tablet	Pack of 30 Tab
89	Metformin 500 mg Tablet	Pack of 30 Tab
90	Metformin 850 mg Tablet	Pack of 30 Tab
91	Metformin 1000 mg Tablet	Pack of 30 Tab
92	Metoclopramaide 10mg Injection	Pack of 10 Amp
93	Metoclopramaide 10mg Tablet	Pack of 40 Tab
94	Metronidazole 125mg/5ml Suspension	Bottle 100 ml

95	Miconazole Vaginal Cream 2%	78 g Tube
96	Microgynon 30 Tablet	Pack of 21 Tab
97	Midazolam 5mg/ 1ml	Pack of 10 Amp
98	Metronidazole 500mg Tablet	Pack of 30 Tab
99	Mixtard 70/30 Suspension for Injection 100IU/ml	Vial 10 ml
100	Multivitamins Tablet	Pack of 30 Tab
101	Multivitamins Childern Syrup	Bottle 150 ml
102	Muscadol Tablet	Pack of 20 Tab
103	Nefopam hydrochloride 20mg/2 ml injection	Pack of 5 Amp
104	Nifedipine Retard 20 mg Tablet	Pack of 30 Tab
105	Normal Salin 0.9% IV solution	500 ml Bag
106	Normal Salin 0.9% nasal drops	10 ml dropper
107	Nystatin suspension 100 000 IU/ mL	Bottle of 30 ml
108	Olanzapine 5mg Tablet	Pack of 30 Tablet
109	Olanzapine 10 mg Tablet	Pack of 30 Tablet
110	Omeprazol 40 mg Capsule	Pack of 28 Cap
111	Omeprazol 40 mg Vial	Pack of 1 vial
112	ORS (oral rehydration salt)	Pack of 10 Sachet
113	Otipax ear drops (Lidocaine hydrochloride+Phenazone)	Dropper Bottle 15 ml
114	Paracetamol 250mg Syrup	Bottle 100 ml
115	Paracetamol 150mg Suppository	Pack of 10 Supp
116	Paracetamol 500 mg Tablet	Pack of 100 Tab
117	Paracetamol 1000mg /100ml infusion	Singel Pack
118	Prednisolone 5 mg Tablet	Pack of 20 Tab

119	Primolut N 10 mg Tablet	Pack of 30 Tab
120	Prisoline Eye/Nasal drops	Dropper Bottle
121	Proctoheal Ointment	Tube of 15g
122	Resperidone 2mg Tablet	Pack of 20 Tab
123	Resperidone 4mg Tablet	Pack of 20 Tab
124	Rhinostop Tablet	Pack of 20 Tab
125	Ringer Lactate IV solution	500 ml Bag
126	Salbutamol 0.1 mg/dose Inhaler 200 doses	Inhaler
127	Salbutamol nebules 2.5mg/2.5 ml	Pack of 20 Nebules
128	Salicylic acid ointment 40%	Jar of 30g
129	Simethicone oral drops	Bottle of 15 ml
130	Silver sulfadiazine 1% Cream	50 g Tube
131	Solian 200 mg (Amisulpride)	Pack of 30 Tablet
132	Sulphur Soap	Singel Pack
133	Sulphur Ointment 3%	30 g Jar
134	Supraproct-S cream (antihemorrhoidal cream)	15 g Tube
135	Sudocream	60 gm Jar
136	Thiocolchicoside 4mg/2ml	Pack of 6 Amp
137	Uricol Sachet	Pack of 12 sach
138	Trifed Syrup (Pseudoephedrine (30mg/5ml) and Triprolidine (1.25mg/5ml)	Bottle 100 ml
139	Vitamin B6 25mg Tablet	Bottle of 30 Tab
140	Vitamin C (Ascorbic Acid) 500mg	Pack of 30 Tab
141	Vitamin B complex Tablet	Pack of 30 Tab
142	Xylometazoline 0.05% nasal drops (Childern)	Singel Pack

143	Water for injection 10ml	Pack of 100 Amp
144	Zoloft 50 mg Tablet (Sertraline)	Pack of 30 Tab

Section III. Technical Specifications

Technical Specifications

No.	Description	Unit Measure
1	Albendazol 400mg Tablets	Pack of 1 Tab
2	Albendazol suspension 200mg/5ml	Bottle 10 ml
3	Adrenalin 1mg/ml ampule	Pack of 10 Amp
4	Akineton 2mg (Biperidene) Tablet	Pack of 60 Tab
5	Amaryl 2 mg tablet	Pack of 30 Tab
6	Amaryl 4 mg tablet	Pack of 30 Tab
7	Amlodipine 5mg Tablet	Pack of 28 Tab
8	Amoxicillin 250mg Syrup	Bottle 100 ml
9	Amoxicillin 500mg Capsule	Pack of 21 Cap
10	Amiodarone 150mg/3ml	Pack of 3 Amp
11	Amitriptyline 25 mg Tablet	Pack of 28 Tab
12	Amydramine Syrup	Bottle of 120 ml
13	Antacid syrup	Bottle 200 ml
14	Aripiprazole 15mg Tablet	Pack of 28 tab
15	Aspirin 75 mg Tablet	Pack of 56 Tab
16	Atorvastatin 20mg Tablet	Pack of 30 Tab
17	Augmentin 156 mg/5ml	Bottle 100 ml
18	Augmentin 457 mg/5ml	Bottle 70 ml
19	Augmentin 625 mg Tablet	Pack of 20 Tab
20	Augmentin 1g Tablet	Pack of 15 Tab
21	Azithromycin 200mg/5ml	Bottle 15 ml
22	Azithromycin 500mg Tablet	Pack of 3 Tab
23	Beclomethasone Dipropionate 250mcg inhaler	200 dose Inhaler
24	Benzyl Benzoate lotion (Ascalol)	125 ml Bottle
25	Betamethasone valerate 0.1% cream	15 g Tube
26	Bisolvon (Bromhexine 8mg/5ml)	100 ml syrup
27	Bisoprolol fumarate 5mg	Pack of 28 Tab
28	Budesonide 0.5mg/2ml nebulizer suspension	Pack of 20 Nebules
29	Calamin Lotion	Bottle 200 ml
30	Candesartan 8 mg Tablet	Pack of 28 Tab
31	Carbimazole 5 mg tablet	Pack of 100 Tab
32	Carbamazepine 400mg CR Tablet	Pack of 30 Tab
33	Cefixime 400 mg Capsule	Pack of 5 Cap
34	Cefixime 100 mg/5 ml suspension	Bottle 30 ml
35	Ceftriaxone 1g IM	Pack of 1 Vial
36	Cerazette 75 microgram Tablet	Pack of 28 Tab
37	Chlorpheniramine syrup 2mg/5ml	Bottle 100 ml
38	Chloramphenicol 1% eye Ointment	5g Tube
39	Clarithromycine 500mg Tablet	Pack of 14 Tab

40	Clotrimazole 1% spray	40 ml Spray
41	Clotrimazole skin cream 1%	20 g Tube
42	Clotrimazole Vaginal Tab 100mg+Applicator	Pack of 6 Tab
43	Ciprofloxacin 500mg Tablet	Pack of 10 Tab
44	Ciprofloxacin hydrochloride 0.3% eye/ear drops	Bottle 5 ml
45	Depakine 500 mg (Sodium Valproate) Tablet	Pack of 40 Tab
46	Dewax ear drops (0.5% Docusate Sodium)	Bottle of 10 ml
47	Diamicron (Gliclazide) 60mg MR Tablet	Pack of 30 Tab
48	Diclofenac Sodium 50 mg Tablet	Pack of 20 Tab
49	Diclofenac Sodium 1% Gel	30 g Gel Tube
50	Diclofenac Sodium 75mg/3ml Injection	Pack of 5 Amp
51	Dextromethorphan Syrup 15mg/5ml	Bottle 125 ml
52	Dexamethasone 4mg/ml	Pack of 10 Amp
53	Dexamethasone 0.5mg/5ml	Bottle 100 ml
54	Dextrose 5% injectable solution	500 ml Bag
55	Dextrose 50 % injection	10ml Plastic Amp
56	Doxycycline 200mg Tablet	Pack of 8 Tab
57	Eucarbon Tablet	Pack of 20 Tab
58	Erythromycin 250 mg	Pack of 28 Tab
59	Folic Acid 5mg Tablet	Pack of 28 Tab
60	Ferrous Sulphate 200 mg Tablet	Pack of 30 Tab
61	Fluconazol Tab 150mg	Pack of 1 Tab
62	Fluoxetine 20mg Capsule	Pack of 30 Capsule
63	Fucicort Cream	15 g Tube
64	Furosemide 20mg/2ml Injection	Pack of 10 Amp
65	Fybogel sachet	Pack of 10 Sach
66	Gentamicin 0.3% eye drops	Singel Pack
67	Glibenclamide 5mg Tablet	Pack of 30 Tab
68	Glycerin Suppository Adult	Pack of 10 Supp
69	Glycerin Suppository Childern	Pack of 10 Supp
70	Haldol 5mg/ml IM	Pack of 5 Ampule
71	Haldol Decanoas 50mg IM	Pack of 3 Amp
72	Hydrocortisone Acetate Ointment 1%	15 g Tube
73	Hydrochlorothiazide 25 mg Tablet	Pack of 20 Tab
74	Hydrocortisone 100 mg Vial	Pack of 10 Vial
75	Hyoscine Butylbromide 20 mg/ml	Pack of 6 Amp
76	Hyoscine Butylbromide 10 mg Tablet	Pack of 20 Tab
77	Ibuprofen 400mg Film Coated Tablet	Pack of 24 Tab
78	Ibuprofen 100mg/5ml Suspension	Bottle 100 ml
79	Labetalol 100 mg Tablet	Pack of 100 Tab
80	Lactulose Syrup	Bottle 200 ml
81	Levothyroxine 50 mcg Tablet	Pack of 28 Tab

82	Lidocain 2 % injection	Single vial
83	Lisinopril 10mg Tablet	Pack of 28 Tab
84	Loperamide 2mg Capsule	Pack of 10 Cap
85	Loratadine 10mg Tablet	Pack of 10 Tab
86	Magnesium sulfate injection 500 mg/ml	Pack of 5 Amp
87	Mebo Cream (25%w/w B-sitosterol)	15 g Tube
88	Methyldopa 250mg Tablet	Pack of 30 Tab
89	Metformin 500 mg Tablet	Pack of 30 Tab
90	Metformin 850 mg Tablet	Pack of 30 Tab
91	Metformin 1000 mg Tablet	Pack of 30 Tab
92	Metoclopramaide 10mg Injection	Pack of 10 Amp
93	Metoclopramaide 10mg Tablet	Pack of 40 Tab
94	Metronidazole 125mg/5ml Suspension	Bottle 100 ml
95	Miconazole Vaginal Cream 2%	78 g Tube
96	Microgynon 30 Tablet	Pack of 21 Tab
97	Midazolam 5mg/ 1ml	Pack of 10 Amp
98	Metronidazole 500mg Tablet	Pack of 30 Tab
99	Mixtard 70/30 Suspension for Injection 100IU/ml	Vial 10 ml
100	Multivitamins Tablet	Pack of 30 Tab
101	Multivitamins Childern Syrup	Bottle 150 ml
102	Muscadol Tablet	Pack of 20 Tab
103	Nefopam hydrochloride 20mg/2 ml injection	Pack of 5 Amp
104	Nifedipine Retard 20 mg Tablet	Pack of 30 Tab
105	Normal Salin 0.9% IV solution	500 ml Bag
106	Normal Salin 0.9% nasal drops	10 ml dropper
107	Nystatin suspension 100 000 IU/ mL	Bottle of 30 ml
108	Olanzepine 5mg Tablet	Pack of 30 Tablet
109	Olanzepine 10 mg Tablet	Pack of 30 Tablet
110	Omeprazol 40 mg Capsule	Pack of 28 Cap
111	Omeprazol 40 mg Vial	Pack of 1 vial
112	ORS (oral rehydration salt)	Pack of 10 Sachet
113	Otipax ear drops (Lidocaine hydrochloride+Phenazone)	Dropper Bottle 15 ml
114	Paracetamol 250mg Syrup	Bottle 100 ml
115	Paracetamol 150mg Suppository	Pack of 10 Supp
116	Paracetamol 500 mg Tablet	Pack of 100 Tab
117	Paracetamol 1000mg /100ml infusion	Singel Pack
118	Prednisolone 5 mg Tablet	Pack of 20 Tab
119	Primolut N 10 mg Tablet	Pack of 30 Tab
120	Prisoline Eye/Nasal drops	Dropper Bottle
121	Proctoheal Ointment	Tube of 15g
122	Resperidone 2mg Tablet	Pack of 20 Tab
123	Resperidone 4mg Tablet	Pack of 20 Tab

124	Rhinostop Tablet	Pack of 20 Tab
125	Ringer Lactate IV solution	500 ml Bag
126	Salbutamol 0.1 mg/dose Inhaler 200 doses	Inhaler
127	Salbutamol nebulas 2.5mg/2.5 ml	Pack of 20 Nebules
128	Salicylic acid ointment 40%	Jar of 30g
129	Simethicone oral drops	Bottle of 15 ml
130	Silver sulfadiazine 1% Cream	50 g Tube
131	Solian 200 mg (Amisulpride)	Pack of 30 Tablet
132	Sulphur Soap	Singel Pack
133	Sulphur Ointment 3%	30 g Jar
134	Supraproct-S cream (antihemorrhoidal cream)	15 g Tube
135	Sudocream	60 gm Jar
136	Thiocolchicoside 4mg/2ml	Pack of 6 Amp
137	Uricol Sachet	Pack of 12 sach
138	Trifed Syrup (Pseudoephedrine (30mg/5ml) and Triprolidine (1.25mg/5ml)	Bottle 100 ml
139	Vitamin B6 25mg Tablet	Bottle of 30 Tab
140	Vitamin C (Ascorbic Acid) 500mg	Pack of 30 Tab
141	Vitamin B complex Tablet	Pack of 30 Tab
142	Xylometazoline 0.05% nasal drops (Childern)	Singel Pack
143	Water for injection 10ml	Pack of 100 Amp
144	Zoloft 50 mg Tablet (Sertraline)	Pack of 30 Tab

Name of Bidder : _____

Signature: _____

Date: _____

Section IV. Contract for Supply and Delivery of Goods

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

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS
Between
The International Organization for Migration
And
[Name of the Other Party]

This Agreement for the Supply and Delivery of Goods (the “**Agreement**”) is entered into by the International Organization for Migration (“IOM”) of [insert address] represented by [insert Name, Title of Chief of Mission], hereinafter referred to as “**IOM**,” and [**Name of the Supplier**] of [insert address], represented by [insert Name, Title of the representative of the Supplier], hereinafter referred to as the the “**Supplier**” on [insert date]. IOM and the Supplier are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

The Supplier agrees to provide IOM with [insert description of goods] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

The following documents form an integral part of this Agreement: *[add or delete as required]*

- a) **Annex A** - Bid/Quotation Form;
- b) **Annex B** - Price Schedule ;
- c) **Annex C** -MANUFACTURER’S AUTHORIZATION FORM
- d) **Annex D** - (Bank Guarantee)
- e) **Annex E** - ADVANCE PAYMENT SECURITY (Bank Guarantee)
- f) **Annex F** - VENDORS INFORMATION SHEET (VIS)

2. Goods/Services Supplied

2.1. The Supplier agrees to supply the Goods to IOM in strict accordance with the specifications, and at the price stated for each item outlined below:

No.	Description	Project budget line/ WBS	Qty	Unit	Unit Price	Total

2.2 The Supplier agrees to supply the following incidental services (the “**Incidental Services**”): *[add or delete as required]*

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of IOM’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

3. Charges and Payment

3.1 The total price for the supply and delivery of the Goods and any Incidental Services under this Agreement is [currency code] [amount in figures] ([amount in words, including currency]) (the “**Price**”).

3.2 The Supplier shall invoice IOM [upon delivery of all Goods / upon each delivery] in accordance with this Agreement and payment shall become due 30 (thirty) calendar days after acceptance by IOM of the Goods.

3.3 The invoice will be accompanied by the following documents: air way bill number, shipping invoice, packing list, certificate of origin *[add or delete as required]*

3.4 Payments shall be made in [currency] (currency code) by bank transfer to the following bank account of the Supplier:

[bank account details]

- 3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.
- 3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate.

4. Delivery

- 4.1 The Goods shall be delivered to: [insert place of delivery] on [insert delivery date] by [insert method of delivery or refer to Delivery Schedule annexed]. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.
- 4.2 In the event of breach of this clause IOM reserves the right to:
- (a) Terminate this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
 - (b) Charge a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

5. Performance Security (applicable for contracts over USD250,000)

- 5.1 The Supplier shall furnish IOM with a performance security (the “**Performance Security**”) in an amount equivalent to [10 (ten)] per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.
- 5.2 The Performance Security shall serve as the guarantee for the Supplier’s faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier’s liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until [insert a date 30 days from the completion of Supplier’s obligations] following which it will be discharged by IOM.

6. Inspection and Acceptance

- 6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.
- 6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

- 6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.
- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

7. Adjustments

- 7.1 IOM reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the Incidental Services to be provided. Where the Goods are being specifically produced for IOM, IOM may also make changes to the drawings, designs or specifications.
- 7.2 The Supplier agrees to proceed with this Agreement in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- 7.3 IOM may deem any claim by the Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 (ten) days from the date of receipt by the Supplier of IOM's change(s).
- 7.4 No change in, modification of, or revision to this Agreement shall be valid unless made in writing and signed by an authorized representative of IOM.

8. Packaging

- 8.1 The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any delivery that is deemed not to have been packaged adequately.
- 8.2 Packing, marking and documentation shall comply with any requirements or instructions notified by IOM.

9. Warranties

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- 9.2 The Supplier warrants that all Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in this Contract. All Goods/Services delivered under this Contract will conform to the specifications, drawings, samples, or other descriptions furnished or specified by IOM.
- 9.3 IOM shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 9.4 Upon receipt of such notice, the Supplier shall, within the time period specified in the notice, repair or replace the defective Goods or parts thereof, without cost to IOM.
- 9.5 IOM's continued use of such Goods after notifying the Supplier of their defect or failure to conform or breach of warranty will not be considered a waiver of the Supplier's warranty.
- 9.6 The Supplier further represents and warrants that:
 - (a) It has full title to the Goods, is fully qualified to sell the Goods to IOM, and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the Goods in accordance with this Agreement;
 - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
 - (c) In all circumstances it shall act in the best interests of IOM;
 - (d) No official, employee or agent of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from this Agreement or award thereof;
 - (e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
 - (f) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by IOM;
 - (g) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - (h) The prices for the Goods under this Agreement do not exceed those offered for similar goods to Supplier's other customers;
 - (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration of the Supplier in connection with this Agreement. The Supplier

shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the officers, employees, and agents of either of them, similarly, shall not receive any additional remuneration.

9.7 The Supplier further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:
 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
 2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
- (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- (d) Ensure that the SEA provisions are included in all subcontracts.
- (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

10. Assignment and Subcontracting

- 10.1 The Supplier shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Supplier without approval in writing by IOM may be cause for termination of the Agreement.
- 10.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Agreement may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Supplier remains bound and liable there under and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

11. Force Majeure

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

12. Independent Contractor

The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of IOM.

13. Audit

The Supplier agrees to maintain financial records, supporting documents, statistical records and all other records in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the supply and delivery of Goods and the Incidental Services under this Agreement. The Supplier shall make all such records available to IOM or its designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

[Full name of the Supplier]

Attn: [Name of the Supplier's contact person]

[Supplier's address]

[Supplier's email address]

16. Dispute Resolution

- 16.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 16.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 16.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 16.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

17. Use of IOM's Name

The official logo and name of IOM may only be used by the Supplier in connection with this Agreement and with the prior written approval of IOM.

18. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

19. Indemnification and Insurance

19.1 The Supplier shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Supplier or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause.

19.2 This indemnity shall survive the expiration or termination of this Agreement.

19.3 The Goods supplied under this Agreement shall be fully insured in a freely convertible currency against loss or damage resulting from or related to manufacture or acquisition, transportation, storage, and delivery. Further insurance requirements may be specified in the Technical Specifications.

20. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

21. Termination and Re-procurement

21.1 IOM may terminate this Agreement, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by IOM shall be refunded on or before the date of termination.

21.2 If IOM terminates this Agreement in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to IOM for the re-procurement of those goods as well as the removal of any or all of the Supplier's product or equipment from IOM's premises or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Agreement arises from causes beyond its control and without fault or negligence of the Supplier.

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

22. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

23. Entirety

This Agreement and any Annexes embody the entire agreement between the Parties and supersede all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

24. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

25. Final Clauses

25.1 This Agreement will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Agreement.

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

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

For and on behalf of
The International Organization
for Migration

For and on behalf of
[Full name of the Supplier]

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

Section V. Sample Forms

BID FORM

Date : _____

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

We, the undersigned, declare that;

Having examined the Bidding Document for the [Emergency Rations Kit Tender](#), issued on [\[insert date\]](#), the receipt of which is hereby duly acknowledge, I, representing [\[insert name of company\]](#) offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of [\[insert total bid amount in words and figures and currency\]](#).

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

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

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

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

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

Dated this _____ day of _____ 2021.

[signature over printed name]

[in the capacity of]

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

PRICE SCHEDULE

No.	Description	QTY up to 1000			QTY more than 1000	
		Unit Measure	Unit Cost (USD)	Delivery Timing	Unit Cost (USD)	Delivery Timing
1	Albendazol 400mg Tablets	Pack of 1 Tab				
2	Albendazol suspension 200mg/5ml	Bottle 10 ml				
3	Adrenalin 1mg/ml ampule	Pack of 10 Amp				
4	Akineton 2mg (Biperidene) Tablet	Pack of 60 Tab				
5	Amaryl 2 mg tablet	Pack of 30 Tab				
6	Amaryl 4 mg tablet	Pack of 30 Tab				
7	Amlodipine 5mg Tablet	Pack of 28 Tab				
8	Amoxicillin 250mg Syrup	Bottle 100 ml				
9	Amoxicillin 500mg Capsule	Pack of 21 Cap				
10	Amiodarone 150mg/3ml	Pack of 3 Amp				
11	Amitriptyline 25 mg Tablet	Pack of 28 Tab				
12	Amydramine Syrup	Bottle of 120 ml				
13	Antacid syrup	Bottle 200 ml				
14	Aripiprazole 15mg Tablet	Pack of 28 tab				
15	Aspirin 75 mg Tablet	Pack of 56 Tab				
16	Atorvastatin 20mg Tablet	Pack of 30 Tab				
17	Augmentin 156 mg/5ml	Bottle 100 ml				
18	Augmentin 457 mg/5ml	Bottle 70 ml				

19	Augmentin 625 mg Tablet	Pack of 20 Tab				
20	Augmentin 1g Tablet	Pack of 15 Tab				
21	Azithromycin 200mg/5ml	Bottle 15 ml				
22	Azithromycin 500mg Tablet	Pack of 3 Tab				
23	Beclomethasone Dipropionate 250mcg inhaler	200 dose Inhaler				
24	Benzyl Benzoate lotion (Ascalol)	125 ml Bottle				
25	Betamethasone valerate 0.1% cream	15 g Tube				
26	Bisolvon (Bromhexine 8mg/5ml)	100 ml syrup				
27	Bisoprolol fumarate 5mg	Pack of 28 Tab				
28	Budesonide 0.5mg/2ml nebulizer suspension	Pack of 20 Nebules				
29	Calamin Lotion	Bottle 200 ml				
30	Candesartan 8 mg Tablet	Pack of 28 Tab				
31	Carbimazole 5 mg tablet	Pack of 100 Tab				
32	Carbamazepine 400mg CR Tablet	Pack of 30 Tab				
33	Cefixime 400 mg Capsule	Pack of 5 Cap				
34	Cefixime 100 mg/5 ml suspension	Bottle 30 ml				
35	Ceftriaxone 1g IM	Pack of 1 Vial				
36	Cerazette 75 microgram Tablet	Pack of 28 Tab				
37	Chlorpheniramine syrup 2mg/5ml	Bottle 100 ml				
38	Chloramphenicol 1% eye Ointment	5g Tube				
39	Clarithromycine 500mg Tablet	Pack of 14 Tab				
40	Clotrimazole 1% spray	40 ml Spray				
41	Clotrimazole skin cream 1%	20 g Tube				
42	Clotrimazole Vaginal Tab 100mg+Applicator	Pack of 6 Tab				
43	Ciprofloxacin 500mg Tablet	Pack of 10 Tab				

44	Ciprofloxacin hydrochloride 0.3% eye/ear drops	Bottle 5 ml			
45	Depakine 500 mg (Sodium Valproate) Tablet	Pack of 40 Tab			
46	Dewax ear drops (0.5% Docusate Sodium)	Bottle of 10 ml			
47	Diamicron (Gliclazide) 60mg MR Tablet	Pack of 30 Tab			
48	Diclofenac Sodium 50 mg Tablet	Pack of 20 Tab			
49	Diclofenac Sodium 1% Gel	30 g Gel Tube			
50	Diclofenac Sodium 75mg/3ml Injection	Pack of 5 Amp			
51	Dextromethorphan Syrup 15mg/5ml	Bottle 125 ml			
52	Dexamethasone 4mg/ml	Pack of 10 Amp			
53	Dexamethasone 0.5mg/5ml	Bottle 100 ml			
54	Dextrose 5% injectable solution	500 ml Bag			
55	Dextrose 50 % injection	10ml Plastic Amp			
56	Doxycycline 200mg Tablet	Pack of 8 Tab			
57	Eucarbon Tablet	Pack of 20 Tab			
58	Erythromycin 250 mg	Pack of 28 Tab			
59	Folic Acid 5mg Tablet	Pack of 28 Tab			
60	Ferrous Sulphate 200 mg Tablet	Pack of 30 Tab			
61	Fluconazol Tab 150mg	Pack of 1 Tab			
62	Fluoxetine 20mg Capsule	Pack of 30 Capsule			
63	Fucicort Cream	15 g Tube			
64	Furosemide 20mg/2ml Injection	Pack of 10 Amp			
65	Fybogel sachet	Pack of 10 Sach			
66	Gentamicin 0.3% eye drops	Singel Pack			
67	Glibenclamide 5mg Tablet	Pack of 30 Tab			
68	Glycerin Suppository Adult	Pack of 10 Supp			

69	Glycerin Suppository Childern	Pack of 10 Supp				
70	Haldol 5mg/ml IM	Pack of 5 Ampule				
71	Haldol Decanoas 50mg IM	Pack of 3 Amp				
72	Hydrocortisone Acetate Ointment 1%	15 g Tube				
73	Hydrochlorothiazide 25 mg Tablet	Pack of 20 Tab				
74	Hydrocortisone 100 mg Vial	Pack of 10 Vial				
75	Hyoscine Butylbromide 20 mg/ml	Pack of 6 Amp				
76	Hyoscine Butylbromide 10 mg Tablet	Pack of 20 Tab				
77	Ibuprofen 400mg Film Coated Tablet	Pack of 24 Tab				
78	Ibuprofen 100mg/5ml Suspension	Bottle 100 ml				
79	Labetalol 100 mg Tablet	Pack of 100 Tab				
80	Lactulose Syrup	Bottle 200 ml				
81	Levothyroxine 50 mcg Tablet	Pack of 28 Tab				
82	Lidocain 2 % injection	Single vial				
83	Lisinopril 10mg Tablet	Pack of 28 Tab				
84	Loperamide 2mg Capsule	Pack of 10 Cap				
85	Loratadine 10mg Tablet	Pack of 10 Tab				
86	Magnesium sulfate injection 500 mg/ml	Pack of 5 Amp				
87	Mebo Cream (25%w/w B-sitosterol)	15 g Tube				
88	Methyldopa 250mg Tablet	Pack of 30 Tab				
89	Metformin 500 mg Tablet	Pack of 30 Tab				
90	Metformin 850 mg Tablet	Pack of 30 Tab				
91	Metformin 1000 mg Tablet	Pack of 30 Tab				
92	Metoclopramaide 10mg Injection	Pack of 10 Amp				
93	Metoclopramaide 10mg Tablet	Pack of 40 Tab				

94	Metronidazole 125mg/5ml Suspension	Bottle 100 ml			
95	Miconazole Vaginal Cream 2%	78 g Tube			
96	Microgynon 30 Tablet	Pack of 21 Tab			
97	Midazolam 5mg/ 1ml	Pack of 10 Amp			
98	Metronidazole 500mg Tablet	Pack of 30 Tab			
99	Mixtard 70/30 Suspension for Injection 100IU/ml	Vial 10 ml			
100	Multivitamins Tablet	Pack of 30 Tab			
101	Multivitamins Childern Syrup	Bottle 150 ml			
102	Muscadol Tablet	Pack of 20 Tab			
103	Nefopam hydrochloride 20mg/2 ml injection	Pack of 5 Amp			
104	Nifedipine Retard 20 mg Tablet	Pack of 30 Tab			
105	Normal Salin 0.9% IV solution	500 ml Bag			
106	Normal Salin 0.9% nasal drops	10 ml dropper			
107	Nystatin suspension 100 000 IU/ mL	Bottle of 30 ml			
108	Olanzapine 5mg Tablet	Pack of 30 Tablet			
109	Olanzapine 10 mg Tablet	Pack of 30 Tablet			
110	Omeprazol 40 mg Capsule	Pack of 28 Cap			
111	Omeprazol 40 mg Vial	Pack of 1 vial			
112	ORS (oral rehydration salt)	Pack of 10 Sachet			
113	Otipax ear drops (Lidocaine hydrochloride+Phenazone)	Dropper Bottle 15 ml			
114	Paracetamol 250mg Syrup	Bottle 100 ml			
115	Paracetamol 150mg Suppository	Pack of 10 Supp			
116	Paracetamol 500 mg Tablet	Pack of 100 Tab			
117	Paracetamol 1000mg /100ml infusion	Singel Pack			

118	Prednisolone 5 mg Tablet	Pack of 20 Tab				
119	Primolut N 10 mg Tablet	Pack of 30 Tab				
120	Prisoline Eye/Nasal drops	Dropper Bottle				
121	Proctoheal Ointment	Tube of 15g				
122	Resperidone 2mg Tablet	Pack of 20 Tab				
123	Resperidone 4mg Tablet	Pack of 20 Tab				
124	Rhinostop Tablet	Pack of 20 Tab				
125	Ringer Lactate IV solution	500 ml Bag				
126	Salbutamol 0.1 mg/dose Inhaler 200 doses	Inhaler				
127	Salbutamol nebulas 2.5mg/2.5 ml	Pack of 20 Nebules				
128	Salicylic acid ointment 40%	Jar of 30g				
129	Simethicone oral drops	Bottle of 15 ml				
130	Silver sulfadiazine 1% Cream	50 g Tube				
131	Solian 200 mg (Amisulpride)	Pack of 30 Tablet				
132	Sulphur Soap	Singel Pack				
133	Sulphur Ointment 3%	30 g Jar				
134	Supraproct-S cream (antihemorrhoidal cream)	15 g Tube				
135	Sudocream	60 gm Jar				
136	Thiocolchicoside 4mg/2ml	Pack of 6 Amp				
137	Uricol Sachet	Pack of 12 sach				
138	Trifed Syrup (Pseudoephedrine (30mg/5ml) and Triprolidine (1.25mg/5ml)	Bottle 100 ml				
139	Vitamin B6 25mg Tablet	Bottle of 30 Tab				
140	Vitamin C (Ascorbic Acid) 500mg	Pack of 30 Tab				
141	Vitamin B complex Tablet	Pack of 30 Tab				

142	Xylometazoline 0.05% nasal drops (Childern)	Singel Pack				
143	Water for injection 10ml	Pack of 100 Amp				
144	Zoloft 50 mg Tablet (Sertraline)	Pack of 30 Tab				

Company Name:

Company Representative:

Signature: _____

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.

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 _____

Annex E

ADVANCE PAYMENT SECURITY (Bank Guarantee)

To: [name and address of IOM Mission]

Contract : [name of Contract]

Gentlemen:

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

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

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

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

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

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

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

VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

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

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole
 Proprietorship

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

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

Manufacturer Authorized Dealer Information
 Services

Wholesaler Retailer Computer
 Hardware

Trader Importer Service Bureau

Site Development/ Consultancy Others

Construction

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____
Bldg and Street _____
City _____
Country _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Account No. _____
Swift Code _____
Iban Number _____

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents)

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
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Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

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Trade Reference

Company	Contact Person	Contact Number
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<hr/>	<hr/>	<hr/>

Banking Reference

Bank	Contact Person	Contact Number
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REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years*		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		
13	For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>)		

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

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

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

Received by:

Signature

Printed Name

Position/Title

Date

Signature

Printed Name

Position/Title

Date

FOR IOM USE ONLY

Purchasing Organization _____

Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global