

INVITATION TO BID (ITB)

Invitation to bid for Medicine (246 items). Long-Term Agreement for 01 (one) year with possibility of extension. For Medicine Manufacturer's only.

ITB Reference No: ITB-BD23-033

Country: Bangladesh

Date: 01 June 2023

SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: UN Suppliers Code of Conduct (Attached) Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule
- Form I: Bid Security

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to **tsuttichote@iom.int** AND **vlukashenko@iom.int** no later than [Click or tap to enter a date.](#), indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

Name: SUTTICHOTE Thanchanitch

Title: Supply Chain Management Officer

Date: 22.05.2023

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
Scope	<p>Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
Interpretation of the ITB	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.</p>
Supplier Code of Conduct	<p>All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org).</p>
Eligible bidders	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that 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, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; <p>Other sanctions lists, if applicable, as per the discretion of the IOM;</p> <p>Is blacklisted or suspended by IOM.</p>
Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>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 result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
Proprietary information	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may form part of the bid will become the property of IOM, who will not be required to return them to your firm.</p>
Publicity	<p>During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.</p>
SOLICITATION DOCUMENTS	
Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p>

	IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary.
Amendment of solicitation documents	At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders. If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.
PREPARATION OF BIDS	
Cost of preparation of bid	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
Language	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
Documents comprising the bid	The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet: a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule
Documents establishing eligibility and qualifications of the bidder	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM's satisfaction.
Technical bid	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
Price Schedule	The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB. The prices and discounts quoted by the bidder shall conform to the requirements specified below. All items and lots (if applicable) must be listed and priced separately. The price to be quoted shall be the total price of the bid, excluding any discounts offered. The bidder shall quote any unconditional discounts and indicate the method for their application. The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. 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 in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
Bid currencies	All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids: IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.

Duties and taxes	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input checked="" type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p>
Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive. During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
Bid Security	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; ● In the event the successful bidder fails: <ul style="list-style-type: none"> to sign the Contract after IOM has issued an award; or to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
Joint Venture, or Consortium	Not Allowed
Only one bid	<p>The bidder shall submit only one bid, in its own name.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <p>they have at least one controlling partner, director or shareholder in common; or</p> <p>any one of them receive or have received any direct or indirect subsidy from the other/s; or</p> <p>they have the same legal representative for purposes of this ITB; or</p> <p>they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process;</p> <p>they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</p>
Alternative bids	Not Allowed

Pre-bid conference	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder’s conference or issued/posted as an amendment to ITB.</p>
Site inspection	Not Applicable
Errors or omissions	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; review the ITB to ensure that they have a complete copy of all documents; obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site Inspection or any discussion with IOM, its employees or agents; attend any Pre-bid conference or site inspection if it is mandatory under this ITB; fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
No material change(s) in circumstances	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> a change affecting any declaration, accreditation, license or approval; major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; a change to any information on which IOM may rely on assessing bids.
SUBMISSION AND OPENING OF BIDS	
Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>

Deadline for bid submission	<p>Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.</p>
Storage of bids	<p>Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.</p>
Bid opening	<p>Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel. Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
Late bids	<p>Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
EVALUATION OF BIDS	
Confidentiality	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>
Evaluation of bids	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> Preliminary examination Evaluation of eligibility and qualification Evaluation of technical bids

	<p>Evaluation of prices of bids found to be substantially compliant</p> <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
Preliminary examination	<p>IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.</p>
Evaluation of eligibility and qualification	<p>The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).</p>
Evaluation of technical bids	<p>Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.</p>
Evaluation of prices	<p>The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.</p>
Post-qualification	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> Verification of accuracy, correctness and authenticity of the information provided by the bidder; Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder; Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
Clarification of bids	<p>IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
Responsiveness of bid	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
Nonconformities, reparable errors and omission	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any</p>

	<p>aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:</p> <p>if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;</p> <p>if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</p> <p>if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
Right to accept any bid and to reject any or all bids	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. IOM shall not be obliged to award the contract to the lowest priced offer.
Samples	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
Award criteria	In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.
Right to vary requirement at time of award	At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
Notification of award	Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
Performance security	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily.</p>
Bank guarantee for advance payment	Not Applicable

Liquidated Damages	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract.
Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int .

SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is ITB-BD23-033 .</p> <p>The ITB include the supply of Medicine (246 items) in Cox’s Bazar, Bangladesh as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for the supply of an indefinite quantity of the specified products in support of IOM’s operations.</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the United Nations that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: one (01) year with the possibility of extension for up to three (03) years subject to the Supplier’s satisfactory performance and competitiveness of prices.</p> <p>The list of medicines with estimated volume to be purchased is: specified in the attached Annex-1. LTAs are considered non-exclusive and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM reserves the right to enter into LTAs with more than one supplier and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> <p>The award of a contract under the LTA Will not be subject to secondary competition among the LTA holders.</p>
4.	Eligible bidders	Only the manufacturers from Bangladesh are eligible to participate in this bidding process.
5.	Eligible goods, works and services	Goods with origin in Bangladesh are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: SUTTICHOTE Thanchanitch</p> <p>E-mail address: tsuttichote@iom.int.</p> <p>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</p> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 11-Jun-23</p> <p>Time: 11:00 AM</p> <p>Time zone: BST</p> <p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Direct communication to prospective Bidders by email and posting on the website: https://bangladesh.iom.int/procurement</p>
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English
15.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Allowed
16.	Bid currencies	Prices shall be quoted in BDT
17.	Duties and taxes	<p>All prices shall:</p> <p>Be inclusive of VAT and other applicable indirect taxes.</p>

18.	Bid validity period	90 days
19.	Bid security	Required in the amount of [enter amount]. BDT 200,000 The bid security will be in the same currency as stipulated in Article 16: Bid currencies. Acceptable forms of bid security: <input type="checkbox"/> Pay-order in favour of International Organization for Migration.
22.	Alternative bids	Not permitted
23.	Pre-bid conference	Will be conducted. Time and time zone: 11:00 AM. Date : 07-Jun-23 Venue : Online – MS Teams Note: Interested bidders must confirm their participation by 05 June 2023 through email to: iomcxbprocure@iom.int The Pre-bid conference is: <input type="checkbox"/> not mandatory Minutes of the Pre-bid conference will be disseminated by direct communication to prospective Bidders by email and posting on the website: https://bangladesh.iom.int/procurement
24.	Site inspection	N/A
28.	Instruction for bid submission	Allowable manner of submitting proposals: <input type="checkbox"/> Courier / hand delivery SUBMISSION BY COURIER / HAND DELIVERY: Bid submission address: UN IOM, Procurement Unit, Muktijoddha Building Sangshad Complex, Baharchara, Motel Road, Cox’s Bazar. The bidder shall submit the bid in one sealed envelope containing the technical and price components. The envelope shall indicate the name and address of the bidder. The outer envelope must be clearly marked with the following: *ONLY TO BE OPENED BY AUTHORISED PERSONNEL* DO NOT OPEN BEFORE 11:01 AM, 12 TH JUNE 2023 Invitation to Bid Reference: ITB-BD23-033 Attention: Supply Chain Unit Bidders name and details: Click or tap here to enter text.
29.	Deadline for bid submission	Date: 21-Jun-23 Time: 11:00 AM Time zone: BST
32.	Bid opening	<input type="checkbox"/> Public bid opening will not be held
	Expected date for commencement of contract	01-Aug-23
47.	Right to vary requirement at time of award	N/A
	Contract award to one or more bidder	IOM will award a contract to: One or more Bidders, depending on the following factors: [enter details] Price; Coverage of the items.

		IOM intends to award maximum three (03*) LTA holders, thus encouraging Bidders to quote for maximum number of items. *Note: awardee number is subject to change depending on the number of participants and final Lots coverage.
50.	Type of contract to be awarded	Click or tap here to enter text. See Section 6: for sample contract.
50.	Conditions of contract to apply	See Section 6
52.	Performance security	In case Purchase Order (PO) issued after signing of the LTA is higher than USD 300,000, then Performance Security amounting 10% from the PO value will be required.
53.	Advance payment	IOM discourages advance payments, thus as a standard practice advance payments are not permitted. However, in the event when advance payment is unavoidable, it shall be covered by Bank Guarantee.
54.	Liquidated Damages	Will be imposed as follows: Percentage of contract price per week of delay: 0.07% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.
	Other information related to the ITB	As a part of post-qualification, IOM reserves the right to visit Bidder's manufacturing and warehouse facilities in order to ensure compliance with required standards.

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C
Bid Security with a compliant validity period	Form I

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance							
Bidder is a legally registered entity	Form D: Bidder Information							
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information							
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission							
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission							
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission							
Certificates and Licences: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Valid Trade licence</td></tr> <tr><td>Valid TIN and BIN certificate</td></tr> <tr><td>Manufacturing License from local regulatory authority.</td></tr> <tr><td>GMP certificate from local regulatory authority</td></tr> <tr><td>NOC from Bangladesh Forest Department</td></tr> <tr><td>MA (Marketing Authorization) Number for each line items.</td></tr> <tr><td>Accreditation from International regulatory authority (e.g. US-FDA, UK-MHRA, TGA, WHO prequalification, other country specific FDA certification etc) would be an added advantage. (Optional)</td></tr> </table>	Valid Trade licence	Valid TIN and BIN certificate	Manufacturing License from local regulatory authority.	GMP certificate from local regulatory authority	NOC from Bangladesh Forest Department	MA (Marketing Authorization) Number for each line items.	Accreditation from International regulatory authority (e.g. US-FDA, UK-MHRA, TGA, WHO prequalification, other country specific FDA certification etc) would be an added advantage. (Optional)	Form D: Bidder Information
Valid Trade licence								
Valid TIN and BIN certificate								
Manufacturing License from local regulatory authority.								
GMP certificate from local regulatory authority								
NOC from Bangladesh Forest Department								
MA (Marketing Authorization) Number for each line items.								
Accreditation from International regulatory authority (e.g. US-FDA, UK-MHRA, TGA, WHO prequalification, other country specific FDA certification etc) would be an added advantage. (Optional)								

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum five (05) years of relevant experience.	Form F: Eligibility and Qualification Form
Financial Standing:	
Turnover: Bidders should have an annual sales turnover of minimum 10,000,000 BDT for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification Form

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule
Valid Trade licence	Click or tap here to enter text.
Valid TIN and BIN certificate	Click or tap here to enter text.
Manufacturing License from local regulatory authority.	
GMP certificate from local regulatory authority	
NOC from Bangladesh Forest Department	
MA (Marketing Authorization) Number for each line items.	
Accreditation from International regulatory authority (e.g. US-FDA, UK-MHRA, TGA, WHO prequalification, other country specific FDA certification etc) would be an added advantage. (Optional)	

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule
Bids with more coverage of Highly consumable items may be treated as advantageous.	Click or tap here to enter text.
Bids with Accreditation from International regulatory authorities may be treated as advantageous.	

SECTION 5: SCHEDULE OF REQUIREMENTS

A. Summary of Requirements

Pharmaceuticals

The pharmaceutical products, the identified items should be specified with their international nonproprietary name (INN). The INN is an international scientific generic reference name uniquely identifying a Pharmaceutical product that is globally recognized and is public property product. It is widely accepted as the standard for describing drugs on a procurement list or tender request.

Products must also be specified in terms of dosage form: Solid (tablets, capsule, injection etc), liquid (oral solution) and strength (amount of active pharmaceutical ingredient per unit e.g 100mg, 10mg/ml), pack size (pack of 60 tabs), specific desired packaging (e.g blisters).

The specifications of a **pharmaceutical product** should always include the following elements:

- The generic name, International Non-proprietary Name (INN), or parallel pharmaceutical
- Form: For example tablet, capsule, injection, vial
- Dosage: For example 150mg, 50mg/ml
- Packaging: For example box of 60 tabs, blister of 30 tabs

Example: ranitidine 150mg tablet, 100 tabs/blister

B. Technical Specifications for Goods

QUALITY ASSURANCE

Quality assurance (QA) is an essential component of the procurement and management of medical products. Quality assurance processes will ensure that good quality products are procured and that their quality is maintained throughout the supply chain, until dispensation to the patient or until their expiration date, whichever comes first.

QA aspects will be detailed and embedded in the different sections of this Guideline. They are of particular importance in the following phases of the SCM cycle:

- **Specification development:** medical products must have detailed specifications including detailed quality assurance requirements to ensure they adhere to IOM's quality standards as described in this document.
- **Procurement:** medical products procured by IOM should have been produced in manufacturing sites meeting IOM's minimum quality standards.
- **Pre-shipment inspection and testing:** in exceptional cases, medical products procured by IOM will be sampled and tested by IOM prior to shipment authorization to verify that the products meet IOM's minimum quality standards.
- **Post-shipment inspection, verification, and testing:** physical inspection, including monitoring of data loggers for temperature sensitive goods and in some cases also testing will be made at reception to verify the quality of the products received.
- **Testing prior to transfer:** when medical products are transferred from a storage site to another site or another IOM mission, IOM has an internal process in place where goods need to be checked for QA purpose. Refer to IOM's "**Transfer Form**" (IOM Warehouse Manual, Annex B, p. 166) which must be completed to record the process.
- **Storing and distribution:** medical products must be stored and distributed in appropriate conditions that will maintain their quality throughout their shelf life. Cold chain stickers should always be affixed to the product cartons requiring cold chain handling, to ensure that cartons containing cold chain goods are transported with temperature devices which easily can be identified and monitored upon receipt for compliance.

In addition to the above, IOM health teams may, at any point of time and stage in the supply chain, in case of suspicion of quality problem with a product, decide to control the quality of this product by sampling it and sending the samples for quality control (QC) to a laboratory. IOM should use [WHO prequalified QC laboratories](#) for QC testing of pharmaceuticals. External quality assurance schemes can be used to assess the quality of diagnostic tests and test components.

Vaccines: A release certificate for each vaccine lot should be issued by the NRA/NCL and sent to the manufacturer, confirming that the particular lot meets the approved specifications and related provisions. The release certificate is the official document authorizing the manufacturer to release the lot on to the market.

Pharmacovigilance: when suspected adverse effects and other drug-related problems are detected in patients treated or vaccinated in IOM facilities, IOM health teams should notify the national health authorities (e.g national pharmaceuticals regulatory authority) by filling out and sending an adverse drug reaction pharmacovigilance form (each country having its own version).

For reporting of adverse events following vaccination, please refer to the [IOM Vaccine Manual](#) the [WHO COVID-19 Vaccine Safety Surveillance Manual](#), and the [WHO Guide to Monitoring and Reporting COVID-19 Vaccine Side Effects](#).

Quality standards

All medical products procured by the organization meet national and international regulatory standards by adhering to the following:

Quality standards for Pharmaceuticals

All pharmaceuticals procured by IOM need to be authorized for importation and use by the relevant National Pharmaceuticals Regulatory Authority (NMRA) in the country where the product will be used. In addition, the following standards should be met:

- a) The product shall have been prequalified by the WHO Prequalification of Pharmaceuticals Programme¹, recommended for use by the WHO Expert Review Panel (ERP) or authorized for use by a Stringent Regulatory Authority (SRA2), or
- b) The product shall have been authorized for use by the National Pharmaceutical Regulatory Authority of a non-SRA country, a UN agency other than WHO, an NGO (Non Governmental Organization) or another competent authority with expertise in the procurement of pharmaceuticals.
- c) In exceptional cases, a pharmaceutical without (a) or (b), can be procured if it is authorized for use by IOM's subject matter experts.

Verification of Quality standards for Pharmaceuticals including vaccines

In line with a risk-based approach, pharmaceuticals and vaccines falling into category a) above represent situations where the manufacturer already has been pre-qualified by WHO, recommended for use by WHO ERP or a stringent drug regulatory authority (SRA). These categories of pharmaceuticals are considered very safe to procure and have been marked as "green" in the table below, meaning that they can be approved for procurement without any involvement of MHD. It should be noted that the Procurement approver must ensure that the order is placed with a WHO pre-qualified manufacturer or with a trader providing products from a WHO pre-qualified manufacturer.

Pharmaceuticals and vaccines falling into category b) above represent situations where the manufacturer has been approved by other entities than WHO and SRA. This means that the manufacturer might not have been rigorously assessed. In these situations, which represent a higher quality risk to IOM, the MHD, or the Chief migration officer must approve if procurement can go ahead based on the assessment(s) that have been done, or if any complementary documents or assessments are needed to confirm the quality of the product. Products in category b) are colored "orange" in the table below to reflect the higher risk category.

Pharmaceuticals and vaccines falling into category c) above represent exceptional situations where no assessment of the manufacturer has been done by a recognized authority. This represents a significant risk to IOM and products falling into this category have been colored "red" in the table below. In these situations, MHD must approve if procurement can go ahead based on whatever assessment has been done, or if extra testing or other verification is needed to be performed by IOM to confirm the quality of the product.

C. Delivery Requirements

Quality Control

Pre-shipment inspection and quality testing

IOM will undertake pre-shipment inspection and quality testing of certain products in certain situations as outlined here.

Pre-shipment inspection and quality testing of Pharmaceuticals and vaccines

- Pharmaceuticals and vaccines that are prequalified by WHO or have an SRA approval do not need to undergo pre-shipment inspection or testing, but these products must be accompanied with the result of the manufacturer’s own quality control laboratory testing (i.e. certificate of analysis, declaration of conformity or lot release certificate) prior to IOM authorizing shipment.
- All other pharmaceuticals and vaccines i.e. those that have been recommended for procurement by WHO’s ERP process, by IOM’s internal experts, or by another Technical Review panel, must undergo independent sampling and quality control testing by a WHO accredited laboratory before each shipment. IOM will coordinate the pre-shipment inspection, sampling, and testing process for these products.
- **Vaccines:** In addition to the above, a release certificate for each vaccine lot should be issued by the NRA/NCL and sent to the manufacturer, confirming that the particular lot meets the approved specifications and related provisions. The release certificate is the official document authorizing the manufacturer to release the lot on to the market.

Pre-shipment inspection and quality testing of Diagnostics

- Diagnostics that are prequalified by WHO or have an SRA approval do not need to undergo pre-shipment inspection or testing, but these products must be accompanied with the result of the manufacturer’s own quality control testing prior to IOM authorizing shipment.
- For all non-WHO pre-qualified/SRA approved diagnostics, MHD’s dedicated subject matter expert must be consulted to decide on a case-by-case basis whether inspection and/or quality control testing is required.

Pre-shipment inspection and quality testing of Medical Devices and Radiology Equipment

Pre-shipment inspection and/or quality testing is not required for Medical Devices nor for radiology equipment unless the MHD subject matter expert has decided that a certain product shall undergo inspection and/or testing.

Post-shipment inspection (and in certain cases post-shipment testing)

Upon arrival in country of destination, the Warehouse pharmacist should inspect the incoming goods to ensure their conformity with the PO and the absence of visual defects and damages. In case products are found to be damaged, or in case IOM for other reasons believe that the quality of the products might have been compromised, the products should be moved to a quarantine area, and samples drawn for quality testing, if determined by the QA team. Please refer to the chapter on Receipt, for further details related to post-shipment quality control.

Delivery date	To be indicated in each Purchase Order
Delivery place/terms (INCOTERMS 2020)	Kutupalong IOM Medical Warehouse, Ukhiya
Packing requirements	Standard package. For temperature-sensitive goods, transportation with AC is required.
Mode of transport	Land

Note: Please see the attached Annex-1 for the list of medicines with estimated volume.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

Standard IOM Purchase Order, bound to below Terms and Conditions

IOM Standard Terms and Conditions for Purchase Order

1. Agreement

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. Payment

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

5. Adjustments

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped 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 shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

- a) 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.
- b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. 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 Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. 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.
- c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract
- d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. Warranties

8.1 Supplier represents and warrants that:

- (a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished or specified by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.
- (b) It has full title to the goods 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 PO;
- (c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
- (d) In all circumstances it shall act in the best interests of IOM;
- (e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
- (f) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
- (h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
- (j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Supplier further warrants that:

- (a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- (b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.

(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

(f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

(g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

9. Indemnification

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 Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the expiration or termination of this Contract.

10. Termination and Reprourement

(a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.

(b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this PO 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 PO. These obligations shall survive the expiration or termination of this PO.

15. Use of IOM Name

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

16. Status of IOM

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

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. Waiver

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

19. Severability

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

6.2 Performance Security.

Performance Security (Bank Guarantee)

Bank Guarantee for Performance Security

Ref. No.:

Date:

To:

The Chief of Mission
International Organization for Migration (IOM)
The UN Migration Agency
House-13/A, Road-136, Gulshan-1,
Dhaka-1212, Bangladesh

BG No.	:
BG Amount	:
Issue Date	:
Expiry Date	:

Dear Sir,

SUB: Bank Guarantee No. dated: for (Currency Code) (Amount in Number) (Amount in Words)

We have been informed that (Name of the company, Name and Title of the representative of the Supplier), having its Business Address at (address of office) (hereinafter called "**the Supplier**") has undertaken, pursuant to the Agreement for the "Project Name" with Contract under ref. no. (LEG Approval/Advisory Code) dated (Agreement Signing Date) (hereinafter called "**the Agreement**").

Furthermore, we understand that, according to your conditions, the Agreement must be supported by a performance security by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement.

Authorized Signature

Authorized Signature

SUB: Bank Guarantee No. dated:.....for (Currency Code) (Amounts in Number)(Amount in words)

At the request of the Supplier, we, the (Name of the bank with Address) hereby agree unconditionally and irrevocably guarantee as primary obligator and not as Surety merely, the payment to *the International Organization for Migration (IOM)* on first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [Currency Code], [Amounts in Number], (Amount in words)

We undertake to pay you, without cavil or argument, any sum or sums not exceeding in total amount [Currency Code], [Amounts in Number], (Amount in words) upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Agreement conditions, without you needing to prove or show grounds or reasons for your demand of 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 Agreement to be performed thereunder or of any of the Agreement 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.

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

Authorized Signature

Authorized Signature

SUB: Bank Guarantee No. dated:..... for (Currency Code) (Amounts in Number)(Amount in words)

Notwithstanding anything contained herein above, our liability against this guarantee is restricted to [Currency Code], (Amounts in Number) (Amount in words) and will expire on _____. All claims under this guarantee must reach the Bank's counter on or before the expiry date along with the original Bank Guarantee within banking transaction hours. After the normal banking transaction hours of _____, our liability under this guarantee shall cease to exist and this guarantee shall become automatically null and void irrespective of whether the original Bank Guarantee is returned to us or not.

For and on behalf of : [Bank Name], [Address of the Bank]

Authorized Signature

Authorized Signature

SECTION 7: BIDDING FORMS

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form C: Bidder Information

Form E: UN Suppliers Code of Conduct (Attachment)

Form F: Eligibility and Qualification

Form G: Technical Bid

Form H: Price Schedule

Form I: Bid Security

FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
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FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. Click or tap here to enter text.. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

BIDDER’S DECLARATION OF CONFORMITY³

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that 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 the contract.

³ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM D: BIDDER INFORMATION (Attached as separate file)

FORM E: UN Supplier’s Code of Conduct (Attached as separate file)

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Supplier, sub-Supplier or consortium member)

Bidders may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
<i>Information from Balance Sheet</i>			
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
<i>Information from Income Statement</i>			
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Goods, works and/or services to be Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date	Quality Certificate/Export Licenses, etc.	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	<i>(confirm that you comply or indicate your delivery date)</i>	<i>(indicate all that apply and attach)</i>	
Supply of medicine					

Other Related services and requirements <i>(based on the information provided in Section 5)</i>	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>	
Delivery Term			
Warranty			
Local Service Support			

FORM H: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Bid Summary

Prices for Goods

Item/lot	Description	Qty	Unit Price, BDT
1.	Insert name of item. Add or remove rows as necessary	Insert Qty	
2.			
3.			
4.			
5.			

Bidder's delivery data

Country of origin of offered products	
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I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind [Click or tap here to enter text.](#) should IOM accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

FORM I: BID SECURITY

WHEREAS, We [name of Bidder] has submitted this Pay Order [Serial no] & dated [date] for the Bidding under ITB-BD23-033 for Supply of Medicine (246 items).

Name : _____

Title : _____

Date : _____

Signature : _____