



**REQUEST FOR QUOTATIONS (RFQ)
AND
GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹**

To : Eligible Services providers
Project : IOM Emergency Response Programmes in Nigeria
Title of work : **Internet Field staff and Field Hubs (LTA 1 Year)**
Ref. No. : RFQ – NG30-19-202
Date : 24th May, 2019

The International Organization for Migration (IOM), the UN Migration Agency is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM Emergency Response Programmes in Nigeria, IOM invites interested eligible suppliers to submit Quotations for *the “Internet services for Field staff and Field Hubs (LTA 1 Year)”* as detailed in the price schedule.

We are in need of VSAT link in our field/hub locations within the north east below and looking at minimum of 1/3mbps, 3/3mbps, 6/6mbps uplink and downlink with **100% unlimited/dedicated** bandwidth capacity package on both KU on 98cm and C band on 2.4m.

Field Locations: 1mbps uplink/3mbps downlink

No:	Location	Longitude	Latitude
1	Dikwa 1	13.908369	12.039023
2	Dikwa 2	13.920075	12.039739
3	Ngala	14.188477	12.353369
4	Bama	13.68867	11.520923
5	Pulka	13.78418	11.228202
6	Gwoza	13.690413	11.095194
7	Nganzai	13.074248	12.486575
8	Monguno	13.612654	12.681870
9	Banki	14.15086	11.258285
10	Maiduguri	13.1643885	11.8009334

Hubs Location: 3mbps uplink/downlink

No:	Location	Longitude	Latitude
1	Bama hub	13°41'05" E	11°31'03" N
2	Banki hub	014°15'09" E	11°25'75" N
3	Damasak hub	012°51'44" E	13°09'90" N
4	Dikwa hub	13°54'41" E	12°02'37" N
5	Gwoza hub	13°41'32" E	11°04'46" N
6	Monguno hub	13°37'09" E	12°41'08" N
7	Ngala hub	14°10'38" E	12°21'02" N
8	Rann hub	14°46'20" E	12°26'95" N

Hubs location : 6mbps uplink/downlink

No:	Location	Longitude	Latitude
1	Bama hub	13°41'05" E	11°31'03" N
2	Banki hub	014°15'09" E	11°25'75" N
3	Damasak hub	012°51'44" E	13°09'90" N
4	Dikwa hub	13°54'41" E	12°02'37" N
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6	Monguno hub	13°37'09" E	12°41'08" N
7	Ngala hub	14°10'38" E	12°21'02" N
8	Rann hub	14°46'20" E	12°26'95" N

Kindly confirm if your satellite services have the capacity to cater our needs and requirement within field and hub locations mention above. Also sharing your quotations in signed soft copy (electronic) as well as

1. Delivery timelines.
2. State similar service render to International NGO and United Nation.
3. Validity of quotations (12 months)
4. Customer support services.

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

Interested contractors may request copies of the bidding documents from 9:00 to 4:00pm, on or before 24th May, 2019 at IOM offices listed below:

International Organization for Migration (IOM)

Sub-Office at No. 4, Gombole, Giwa Barrack Road,
Opp. Capital Primary School, Maiduguri, Borno State.

For any clarification regarding this the Project, please send requests for clarification to, Kasani@iom.int , eani@iom.int, tanko@iom.int and jsanni@iom.int not later 17:00 hours 3rd June 2019

IOM reserves the right to accept or reject any quotations, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM's action.

Very truly yours,

Bids Evaluation and Awards Committee

IOM Nigeria

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

1. Description of Goods

IOM request prospective service provider to submit quotation for the below mentioned material.

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Hubs Location: 3mbps uplink/downlink

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8	Rann hub	14 ⁰ 46'20" E	12 ⁰ 26'95" N

2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, 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 defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act 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;
- 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 other benefit;
- 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 affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.

5. Cost of Preparing the Quotation

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies and clarifications

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

For any clarification regarding this the Project, please send requests for clarification to tanko@iom.int and jsanni@iom.int not later 17:00 hours 1st June, 2019

IOM will respond to any request for clarification received on or before *at least 02 days before submission of quotations*. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)

- b.) Price Schedule Form (Annex B)
- c.) Vendor Information Sheet (Annex C)
- d.) Proforma Contract ² or PO Standard Terms and Conditions (Annex D)
- e.) Proforma Bank Guarantee for Advance Payment (Annex E)

Suppliers are required to use the forms provided as Annexes in this document.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotations shall be in English and prices shall be quoted in NGN (Nigerian Naira), exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a period of 12 months, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

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

10. Submission of Quotation Documents

Quotation must be submitted in a sealed envelope. The Suppliers must seal the "Original" and "Copy" of the Quotation Documents as stated in item 9.1 (Quotation Documents) and

² If applicable in lieu of Purchase Order.

shall be addressed to IOM Maiduguri Sub-Office at No. 4, Gombole, Giwa Barrack Road, Opp. Capital Primary School, Maiduguri, Borno State.

Quotation shall be submitted by hand to the above address on or electronically via these email addresses: Kasani@iom.int, eani@iom.int, tanko@iom.int, jsanni@iom.int and imasih@iom.int before 3rd June 2019, 4:00pm local time. Late Quotations will not be accepted.

Envelop or Subject of the email should be marked as: ***Internet Services for Field staff and Field Hubs RFQ-NG30-19-202***

11. Opening of Quotations.

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM
- (f) the offered price is above the approved budget

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Quotations

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Price

Arithmetical errors will be corrected 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 Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Service through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The service should be delivered at the following delivery site/s:

IOM Office Maiduguri, Borno State, Nigeria

Delivery period shall be within (10) calendar days upon signing of the Purchase Order or Contract.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered services for every day of breach of the delivery schedule by the Supplier will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the service, and upon IOM's receipt of invoice describing the goods delivered.

IOM may grant an advance payment equivalent to maximum of 10% of the Contract Amount upon submission of a claim and a Bank Guarantee for the equivalent amount valid until the goods are delivered and in the form provided in Annex E. The bank guarantee may be waived if the advanced amount is less than USD Ten Thousand Dollars (USD10,000).

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Supply and Delivery of....., the receipt of which is hereby duly acknowledge, I, representing..... offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of -----in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

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

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 20_____.

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

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

PRICE SCHEDULE FORM

Project : IOM Emergency Response Programmes in Nigeria
 Title of work : Internet Service for Field staff and Field Hubs
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Suppliers Signature over Printed Name

Annex C

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

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

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____ _____

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
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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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____

Banking Reference

Bank

Contact Person

Contact Number

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 Local

BANK GUARANTEE FOR ADVANCE PAYMENT

To: [name and address of IOM Mission]

Contract Name: [insert name of Contract]

Gentlemen:

In accordance with the provisions of the General Instruction, Article No. 19 (“Payment”) of the above-mentioned Contract, [name and address of Supplier] (hereinafter called “the Supplier”) shall deposit with [insert name of IOM Mission] a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee in words and figure].

We, the [Bank name and address] as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to [name of IOM Mission and address] on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding [amount of Guarantee] [amount in words and required currency].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between [name of IOM Mission and address] 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 and address] receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____