

# **BIDDING DOCUMENTS**

*(PROCUREMENT OF GOODS)*

***SPECIAL MEASURE SUPPORTING THE REPUBLIC OF  
MACEDONIA TO MANAGE ITS SOUTHERN BORDER IN THE  
CONTEXT OF THE EUROPEAN MIGRATION CRISIS***

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## **SUPPLY AND DELIVERY OF**

*Local Deployable Coordination & Communication Centre,  
Mobile Surveillance System equipped with EO-IR cameras  
and radar and Mobile Surveillance System equipped with  
EO-IR cameras*

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

***IOM Skopje  
Banjalucka 4, 1000 Skopje, Republic of Macedonia***

***21 July 2016***

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**INVITATION FOR BIDS**  
IFB No. : **IOMSKP 086/16**

Date: **21 July 2016**

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

In the framework of **SPECIAL MEASURE SUPPORTING THE REPUBLIC OF MACEDONIA TO MANAGE ITS SOUTHERN BORDER IN THE CONTEXT OF THE EUROPEAN MIGRATION CRISIS**, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of *Local Deployable Coordination & Communication Centre, Mobile Surveillance System equipped with EO-IR cameras and radar and Mobile Surveillance System equipped with EO-IR cameras as per the requested specification.*

Item No.	Item Description	Quantity	Unit
1	<i>Local Deployable Coordination &amp; Communication Centre</i>	1	piece (container)
2	<i>Mobile Surveillance System equipped with EO-IR cameras and radar</i>	1	piece (vehicle)
3	<i>Mobile Surveillance System equipped with EO-IR cameras</i>	4	pieces (vehicles)

A complete set of Bidding Documents is available for issuance to Interested Bidders at [procurement.iomskopje@iom.int](mailto:procurement.iomskopje@iom.int) from **21 July 2016**.

Bids shall be valid for a period of **forty five calendar days (45cd)** after submission of Bids and must be accompanied by a Bid Security equivalent to not less than **two and a half percent (2,5%)** of the Bidders Total Bid Price in the form of **bank guarantee or letter of credit from a reputable commercial banking institution** and shall be delivered to the BEAC at **Banjalucka 4, 1000 Skopje, Republic of Macedonia** on **02 September 2016 until 17:00 Hours local time (GMT + 2)**.

Late bids shall be rejected. Bids will be opened at the above address on **05 September 2016 until 14:00 Hours local time (GMT + 2)** in the presence of the Bidders who wish to attend.

IOM reserves the right to accept or reject any bids, and to cancel the procurement process and reject all bids at any time prior to award of Contract, without obligation to inform the affected Bidder/s of the ground for IOM action.

Very truly yours,

**Goran Vidakovic**  
Project Manager



**Section I. Instructions to Bidders**

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## **Instructions to Bidders**

### **A. General**

- 1. Scope of Bid**
  - 1.1 IOM invites bids for the supply and delivery of *Local Deployable Coordination & Communication Centre, Mobile Surveillance System equipped with EO-IR cameras and radar and Mobile Surveillance System equipped with EO-IR cameras as per the requested specification* hereto referred as Goods. The Goods is specified in greater details in the Sub Section of the Bid Documents.
  - 1.2 The successful Bidder is expected to complete the delivery by the Intended Completion Date which is **180 calendar days** after signature of Contract.
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all Bidders from eligible source countries.
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.
  - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3.
  - 2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).
- 3. Corrupt, Fraudulent, Collusive and Coercive Practices**
  - 3.1 IOM requires that all IOM Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
  - (ii) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
  - (iii) “collusive practice” is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed contract.

**4. Eligible Goods and Services**

- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when,

through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

## **B. The Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- a) Instructions to Bidders (ITB)
  - b) Contract for Supply and Delivery of Goods
  - c) Schedule of Requirements
  - d) Technical Specifications
  - e) Sample Forms
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM's address indicated in ITB Clause 19.2a no later than *twenty (20) calendar days (12 August 2016 until 17:00 Hours local time (GMT + 2))* prior to the deadline for the submission of bids. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than *ten (10) calendar days (23 August 2016 until 17:00 Hours local time (GMT + 2))* prior to the deadline for the submission of bids. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.



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

### C. Preparation of Bids

- 8. Cost Bidding** of 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language Bid** of 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in *English* language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;
  - (b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 17 (Form 4).
- 11. Bid Form** 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.
- 12. Bid Prices** 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods it proposes to supply under the contract.

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

(a) For goods offered from within IOM's Mission country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

**or**

b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

(iv) the price of other (incidental) services, if any

1) Performance of on-site assembly and/or start-up of the supplied Goods;

2) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

3) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

4) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

5) Training of beneficiary (end user) personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted in ***DAP, Border Checking Point Bogorodica, Republic of Macedonia for item 1 and Skopje, Republic of Macedonia for***

*item 2 and 3*<sup>1</sup>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible/acceptable source. Custom clearance time at border varies and is beyond IOM's control.

- (ii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination.
- (iii) the price of (incidental) services, if any.
  - 1) Performance of on-site assembly and/or start-up of the supplied Goods;
  - 2) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - 3) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
  - 4) Performance, supervision, maintenance and/or repair of the supplied Goods, for a period of time agreed by the Parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - 5) Training of beneficiary (end user) personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

12.3 The INCOTERM shall be governed by the rules prescribed in the current edition of INCOTERMS published by *International Chamber of Commerce (ICC)*.

12.4 The Bidder's separation of price components in accordance with ITB Clause 12.2 above will be solely for the purpose of facilitating the comparison of bids by IOM and will not in any way limit IOM's right to contract on any of the terms offered.

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected,

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<sup>1</sup> DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce  
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>

but the price adjustment would be treated as zero.

**13. Bid Currencies** 13.1 Prices shall be quoted in the following currencies:

For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in *Euro (EUR) or United States Dollar (USD) currency, exclusive of VAT. The applicable exchange rate will be the official IOM exchange rate rate at the time of the evaluation.*

**14. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. *The IOM Vendor Information Sheet (VIS) will be used for this purpose.*

14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.

14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to IOM's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in IOM's Mission country (if applicable Form 3);

(b) that the Bidder has the financial capability necessary to perform the contract demonstrated by a bank statement, stating that the Bidder has access to lines of credit or any other credit facilities sufficient to meet the cash flow for the implementation of the contract of not less than 100% of the bidders offer, in addition to the Bidders commitments for other contracts.

(c) that the Bidder has the technical, and production capability necessary to perform the contract demonstrated by presenting a list of all completed and ongoing contracts with similar nature entered into for the last 5 years from the deadline for submission of bids;

(d) that, in the case of a Bidder not doing business within IOM's Mission country, the Bidder is or will be (if awarded the contract) represented by an Agent in that Mission country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations

prescribed in the Conditions of Contract and/or Technical Specifications.

- 14.4 The Bidder should submit with their bids the *IOM Vendor Information Sheet (VIS)* together with the following information in order to establish their eligibility:
- a) Company Profile (including the names of owners, key officers, technical personnel);
  - b) Certificate of Registration from relevant government agency/department/ministry;
  - c) List of Plants/Warehouse/Service Facilities;
  - d) List of Offices/Distribution Centers/Service Centers;
  - e) Quality and Safety Standard Document / ISO 9001;
  - f) 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.

**15. Documents  
Establishing  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

- 15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 15.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.
- 15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of *360 calendar days*, following commencement of the use of the goods by IOM; and
  - (c) an item-by-item commentary on IOM's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 15.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for

workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by IOM in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to IOM's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**16. Period of  
Validity of  
Bids**

Bids shall remain valid for the period of *45 calendar days* after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period *not more than 60 days*. The request and the bidders' responses shall be made in writing.

A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 17 in all respects.

**17. Bid Security**

17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount of *2.5 % of the total bid amount*.

17.2 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 17.6. The bid security shall be denominated in *currency similar to bid price in the form of bank guarantee callable on demand as prescribed*.

17.3 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by IOM as non-responsive, pursuant to ITB Clause 25.

17.4 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to ITB Clause 16.

17.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.

17.6 The bid security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

- (b) in the case of a successful Bidder, if the Bidder fails:
  - (i) to sign the contract in accordance with ITB Clause 35;
  - or**
  - (ii) to furnish performance security (Form 5) in accordance with ITB Clause 34.

**18 Format and Signing of Bid**

- 18.1 The Bidder shall prepare an Original and 2<sup>nd</sup> Copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 18.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, shall be initialed by the person or persons signing the bid.
- 18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

**D. Submission of Bids**

**19. Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL BID" and "COPY OF BID." The envelopes shall then be sealed in an outer envelope.
- 19.2 The inner and outer envelopes shall:
  - (a) be addressed to IOM at the address given below:  
*Banjalucka 4*  
*1000 Skopje*  
*Republic of Macedonia*
  - and
  - (b) bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: **"DO NOT OPEN BEFORE BID OPENING SESSION"**.
- 19.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 19.4 If the outer envelope is not sealed and marked as required by ITB Clause 19.2, the bid will still be considered, however, IOM will

assume no responsibility for the bid's misplacement or premature opening.

- 20. Deadline for Submission of Bids**
- 20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than *02 September 2016 until 17:00 Hours local time (GMT + 2)*.
- 20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 21. Late Bids**
- 21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.
- 21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.
- 22. Modification and Withdrawal of Bids**
- 22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids.
- 22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of bids.
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

#### **E. Opening and Evaluation of Bids**

- 23. Opening of Bids**
- 23.1 IOM will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified herein *05 September 2016 until 14:00 Hours local time (GMT + 2)*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid



security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

23.3 Bids (and modifications sent pursuant to ITB Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

23.4 IOM will prepare minutes of the bid opening.

**24. Clarification of Bids and Contacting IOM**

24.1 During evaluation of the bids, IOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

**25. Preliminary Examination**

25.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 9) will be deemed to be a material deviation. IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 25.5 If a bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 26. Conversion to Single Currency (if applicable)**
- 26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies in *EUR currency* according to IOM exchange rate for the current month and year.
- 27. Evaluation and Comparison of Bids**
- 27.1 IOM will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.
- 27.2 IOM's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in IOM's Mission country or goods of foreign origin already located in IOM's Mission country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 27.3 The comparison shall be between the EXW price of the goods offered from within IOM's Mission country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIP named place of destination price of the goods offered from outside IOM's Mission country.
- 27.4 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:
- (a) cost of inland transportation, insurance, and other costs within IOM's Mission country incidental to delivery of the goods to their final destination.
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Conditions of Contract;

- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in IOM's Mission country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated and/or in the Technical Specifications.

**Alternative (if applicable)**

**27.5 Merit Point System: NOT APPLICABLE**

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

	<i>[choose from the range of]</i>
Evaluated price of the goods	60 to 90
Cost of common list spare parts	0 to 20
Technical features, and maintenance and operating costs	0 to 20
Availability of service and spare parts	0 to 20
Standardization	0 to 20
Total	100

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

*( revise above point system as appropriate)*

**28. Clarification of Bids and Contacting IOM**

28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.

28.2 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**29. Post-qualification**

29.1 In the absence of pre-qualification, IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to

perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as IOM deems necessary and appropriate.

29.3 Prior to award, IOM shall verify and validate any documents/information submitted and if necessary shall conduct ocular inspection of the Bidder office, plant/warehouse and equipment.

29.3 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**30. Purchaser's  
Right to  
Accept any Bid  
and to Reject  
any or All Bids**

30.1 IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for IOM's action.

**F. Award of Contract**

**31. Award  
Criteria**

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

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

32.1 IOM reserves the right at the time of contract award to increase or decrease, by the percentage indicated +/- 15%, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**33. Notification of  
Award**

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

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

33.3 Upon the successful Bidder's furnishing of the performance security (Form 5) pursuant to ITB Clause 35, IOM will promptly

notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

**34. Performance Security**

- 34.1 Within five (5) days of the receipt of notification of award from IOM, the successful Bidder shall furnish a performance security (Form 5) equivalent to *10% of the Contract Price* in accordance with the Conditions of Contract, in the form provided in the bidding documents, or in another form acceptable to IOM.
- 34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IOM may make the award to the next lowest evaluated Bidder or call for new bids.

**35. Signing of Contract**

- 35.1 At the same time as IOM notifies the successful Bidder that its bid has been accepted, IOM will send the Bidder the Contract provided in the bidding documents, incorporating all agreements between the parties.
- 35.2 Within five (5) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

## **Section II. Schedule of Requirements**

**Schedule of Requirements**

*[insert here schedule of requirements; the item description, quantity, unit, delivery site and schedule, see sample below]*

**PROJECT TITLE: SPECIAL MEASURE SUPPORTING THE REPUBLIC OF MACEDONIA TO MANAGE ITS SOUTHERN BORDER  
IN THE CONTEXT OF THE EUROPEAN MIGRATION CRISIS**

Item No.	Description of Goods	Quantity	Unit	Related Services Required	Reference Drawing /Specifications	Delivery Schedule	Delivery Place
1.	<i>Local Deployable Coordination &amp; Communication Centre</i>	1	piece (container)	As per the requested specification	As per the requested specification	180 calendar days	Border Checking Point Bogorodica, Macedonia
2.	<i>Mobile Surveillance System equipped with EO-IR cameras and radar</i>	1	piece (vehicle)	As per the requested specification	As per the requested specification	180 calendar days	Skopje, Macedonia
3.	<i>Mobile Surveillance System equipped with EO-IR cameras</i>	4	pieces (vehicles)	As per the requested specification	As per the requested specification	180 calendar days	Skopje, Macedonia

### **Section III. Technical Specifications**



**Technical Specifications**  
**ITEM 1**  
**Local Deployable Coordination & Communication Centre**

PROJECT TITLE	:	_____
Item Code	:	_____
Item Description	:	_____
Manufacturer	:	_____
Origin	:	_____
Model	:	_____
Cat./Page	:	_____
PURCHASER'S SPECIFICATIONS		BIDDER'S SPECIFICATIONS
<i>As per the enclosed specification</i>		

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Technical Specifications**  
**ITEM 2**  
**Mobile Surveillance System equipped with EO-IR cameras and radar**

PROJECT TITLE	: _____
Item Code	: _____
Item Description	: _____
Manufacturer	: _____
Origin	: _____
Model	: _____
Cat./Page	: _____
PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
<i>As per the enclosed specification</i>	

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Technical Specifications**  
**ITEM 3**  
**Mobile Surveillance System equipped with EO-IR cameras**

PROJECT TITLE : _____	
Item Code : _____	
Item Description : _____	
Manufacturer : _____	
Origin : _____	
Model : _____	
Cat./Page : _____	
PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
<i>As per the enclosed specification</i>	

Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Section IV. Contract for Supply and Delivery of Goods**

\*\*This is a template Contract for Supply and Delivery of Goods and may need to be modified according to the specific requirements of the Mission. As per IOM policy, all Contracts must be reviewed/approved by Legal Services prior to signing.

\*\*If subcontracting, please check the donor agreement for any donor requirement regarding a subcontract. (i.e. use of donor's logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.)

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

**AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS**

**Between**  
**The International Organization for Migration**  
**And**  
*[Name of the Other Party]*

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

**1. Introduction and Integral Documents**

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

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

- a) *Annex A - Bid/Quotation Form;*
- b) *Annex B - Price Schedule;*
- c) *Annex C - Delivery Schedule and Technical Specifications;*
- d) *Annex D - Accepted Notice of Award (NOA); and*
- e) *Annex E - Performance Security.*

**2. Goods/Services Supplied**

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

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

--	--	--	--	--	--	--

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

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

### 3. Charges and Payment

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

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

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

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

*[bank account details]*

3.5 The Price specified in Article 3.1 is the total charge to IOM. The Supplier shall be responsible for the payment of all taxes, duties, levies and charges assessed on it in connection with this Agreement.

3.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of IOM, the delivery of the Goods and the Incidental Services to which those payments relate.

#### 4. Delivery

4.1 The Goods shall be delivered to: *[insert place of delivery]* on *[insert delivery date]* by *[insert method of delivery or refer to Delivery Schedule annexed]*. The cost of delivery is deemed included in the Price specified in Article 3.1 of this Agreement. The Incidental Services as described in Article 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in Article 2.2 of this Agreement.

4.2 In the event of breach of this clause IOM reserves the right to:

- (a) Terminate this Agreement without liability by giving immediate notice, and to charge the Supplier any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or
- (b) Charge a penalty of 0.1% (one-tenth of one percent) of the Price for every day of delay or breach of the delivery schedule by the Supplier.

#### 5. Performance Security *(applicable for contracts over USD 300,000)*

5.1 The Supplier shall furnish IOM with a performance security (the "**Performance Security**") in an amount equivalent to *[10 (ten)]* per cent of the Price, to be issued by a reputable bank or company, and in the format acceptable to IOM.

5.2 The Performance Security shall serve as the guarantee for the Supplier's faithful performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Supplier's liability to IOM, in the event of breach of this Agreement by the Supplier. The Performance Security shall be effective until *[insert a date 30 days from the completion of Supplier's obligations]* following which it will be discharged by IOM.

#### 6. Inspection and Acceptance

6.1 Where any annexed Technical Specifications state what inspections and tests are required and where they will be carried out, those terms will prevail in the event of any inconsistency with the provisions in this clause.

6.2 IOM or its representative shall have the right to inspect and/or test the Goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

6.3 IOM shall have 30 (thirty) calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Agreement. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected Goods to the Supplier. All rejected Goods will be returned to the Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.

- 6.4 The Supplier agrees that IOM's payment under this Agreement shall not be deemed acceptance of any Goods delivered hereunder.
- 6.5 The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Agreement.
- 6.6 Title to the Goods shall pass to IOM when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the Goods shall be borne by the Supplier until title passes to IOM.

## **7. Adjustments**

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

## **8. Packaging**

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

## **9. Warranties**

- 9.1 The Supplier warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty shall remain valid for 12 (twelve) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.



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

9.7 The Supplier further warrants that it shall:

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

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

## **10. Assignment and Subcontracting**

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

## **11. Force Majeure**

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

notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## **12. Independent Contractor**

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

## **13. Audit**

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

## **14. Confidentiality**

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

## **15. Notices**

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

### **International Organization for Migration (IOM)**

*Attn: [Name of IOM contact person]*

*[IOM's address]*

*[IOM's email address]*

### **[Full name of the Supplier]**

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

*[Supplier's address]*

*[Supplier's email address]*

## **16. Dispute Resolution**

16.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

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

#### **17. Use of IOM's Name**

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

#### **18. Status of IOM**

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

#### **19. Indemnification and Insurance**

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

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

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

## **20. Waiver**

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

## **21. Termination and Re-procurement**

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

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

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

## **22. Severability**

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

## **23. Entirety**

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

## **24. Special Provisions (Optional)**

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

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

**25. Final Clauses**

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

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

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

*For and on behalf of*  
The International Organization  
for Migration

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

Signature

Signature

---

*Name*  
*Position*  
*Date*  
*Place*

---

*Name*  
*Position*  
*Date*  
*Place*

## **Section V. Sample Forms**

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**BID FORM**

Date : \_\_\_\_\_

To: **Goran Vidakovic**  
**Project Manager**  
**IOM Skopje**  
*[insert Mission address]*

We, the undersigned, declare that;

Having examined the Bidding Document for the *[insert project name and IFB No.]*, issued on *[insert date]*, the receipt of which is hereby duly acknowledge, I, representing *[insert name of company]* offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of *[insert total bid amount in words and figures and currency]*.

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

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



**MANUFACTURER'S AUTHORIZATION FORM**

[See Clause 13.3 (a) of the Instructions to Bidders.]

To:

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory]

do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. [reference of the Invitation to Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 16 of the Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**BID SECURITY** (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the construction of *[name of Contract]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of IOM] (hereinafter called "the Employer") in the sum of *[amount]*<sup>i</sup> for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
  - (c) does not accept the correction of the Bid Price pursuant to ITB Clause 25,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of the expiration of the Bid Validity, as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

*[signature, name, and address]*

**PERFORMANCE SECURITY (Bank Guarantee)**

To: *[name and address of Employer]*

WHEREAS *[name and address of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Goods]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_