BIDDING DOCUMENTS
(PROCUREMENT OF GOODS)

“Strengthening Surveillance and Bilateral Coordination Capacity along the Common Border between Belarus and Ukraine” / SURCAP Phase II

SUPPLY AND DELIVERY OF
Patrol boats and motor boats for the benefit of the State Border Committee of the Republic of Belarus

Prepared by

IOM Mission in Belarus
3 Gorny Pereulok, 220005 Minsk / Belarus

July 2015
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INVITATION FOR BIDS
IFB No. : BY10-2015- 49-1\2

Date: 20.07.2015

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. Belarus has been IOM Member State since November 2005.

In the framework of the European Union-funded international technical assistance project “Strengthening Surveillance and Bilateral Coordination Capacity along the Common Border between Belarus and Ukraine” / SURCAP Phase II, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of patrol boats and motor boats.

<table>
<thead>
<tr>
<th>Lot No.</th>
<th>Lot Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Patrol boat</td>
<td>2</td>
<td>pcs</td>
</tr>
<tr>
<td>2</td>
<td>Motor boat</td>
<td>6</td>
<td>pcs</td>
</tr>
</tbody>
</table>

A bid may be submitted for any single lot or for all lots. Evaluation of bids will be conducted lot-wise.

As per Annex I of Council Regulation (EC) no. 428/2009, tender bidders shall pay due attention to the export control regulations of the EU (i.e. Council Regulation (EC) no. 428/2009) when they propose to export equipment from an EU member state.

Bids shall be valid for a period of 60 (sixty) calendar days after submission of Bids and must be accompanied by a Bid Security equivalent to not less than 2.5 % (two and a half percent) of the Bidders Total Bid Price in the form of bank guarantee or letter of credit from a reputable commercial banking institution or a Bid Securing Declaration in lieu of the Bid Security and shall be delivered to the BEAC for the name of Ms. Natallia Kalasouskaya at 3 Gorny pereulok, Minsk 220005 Minsk /Belarus on or before 12.00 hours (Minsk time) on 20 August 2015.

Late bids shall be rejected. Bids will be opened at the above address on 20 August, 2015 15:00 a.m. hours (Minsk time) in the presence of the Bidders who wish to attend.

Interested Bidders address questions related to Bidding Documents and / or Technical Specifications to the BEAC by email: procurementby@iom.int not later than 10 days prior to the deadline for the submission of bids.
Written copies of IOM’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have acknowledged the receipt of this IFB and published at the country website of the IOM Mission in Belarus (http://iom.by/en/category/procurement-opportunities).

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,

Andrei Zaitsev
BEAC Chairperson

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.
Section I. Instructions to Bidders
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Instructions to Bidders
A. General

1. Scope of Bid
   1.1 IOM invites bids for the supply and delivery of patrol boats and motor boats, including related services 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 90 (ninety) calendar days after signature of Contract and all relevant services accompanying the supplies (trainings, commissioning, etc.) not later than 1 (one) month after the delivery.

2. Eligible Bidders
   2.1 This Invitation for Bids is open to Bidders from all 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 registered in the Republic of Belarus 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

   N/a

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:
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 address questions related to Bidding Documents and / or Technical Specifications to the BEAC by email: procurementby@iom.int not later than 10 days prior to the deadline for the submission of bids. IOM will respond in writing to any request for clarification of the bidding documents. 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 acknowledged the receipt of this IFB and will be published at the country website of the IOM Mission in Belarus (http://iom.by/en/category/procurement-opportunities).

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 acknowledged the receipt of this IFB will be notified of the any amendments in writing. The corresponding information will be published at the website of the IOM Mission in Belarus (http://iom.by/en/category/procurement-opportunities).

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

C. Preparation of Bids

8. Cost of Bidding

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

9. Language

9.1 The bid prepared by the Bidder, as well as all correspondence
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 or a Bid Securing Declaration in lieu of the Bid Security;

10.2 Bidders must be fully aware that the goods and related services that IOM require will be transferred, immediately or eventually, by IOM to the Government partners, or to an entity nominated by the latter, in accordance with IOM’s policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licenses are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users;

b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive;

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 and services 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 and services it
proposes to supply under the contract. A bid may be submitted for any single lot or for all lots.

12.2 The Price Schedule shall be prepared using the attached standard form. It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

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

(a) For goods offered from within the Republic of Belarus:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable) (without VAT) or covering inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination

(ii) VAT 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 (if not included into the price of the goods)

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

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted in DAP [INCOTERMS 2010], Dzerzhinsk, Minsk region/Belarus (Loev, Gomel region/Belarus) (via customs clearance office to be specified additionally) excluding the customs duties and the VAT tax in Belarus

12.3 The INCOTERM shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce (ICC).
12.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

13. Preferable Bid Currencies

13.1 Prices shall be preferably quoted in the following currencies:

USD, Euro or Belarusian Rubles.

The contract with the successful Bidder will be signed in the currency of the Bid.

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. IOM Vendor Information Sheet (VIS) can be used for this purpose (attached in the Sample Forms Section).

14.2 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 the Republic of Belarus (a sample form of the Manufacturer’s Authorization is attached);

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

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

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

15. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents

15.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

15.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of related services necessary for the proper and continuing functioning of the goods for a required period, defined in the Technical Specifications 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, for those goods where brand name is not predefined with the Technical Specifications, 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 60 (sixty) 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 (sixty) 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/ a Bid Securing Declaration

17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security equivalent to not less than 2.5 % (two and a half percent) of the Bidders Total Bid Price in the form of bank guarantee or letter of credit from a reputable commercial banking institution or a Bid Securing Declaration in lieu of the Bid Security.

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 in accordance with ITB Clause 34.
18 Format and Signing of Bid

18.1 The Bidder shall prepare an Original and 2nd 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 3 Gorny pereulok, Minsk 220005 Minsk / Belarus; Attn: Natallia Kalasouskaya and

(b) bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: “DO NOT OPEN BEFORE August 20, 2015 12:00 a.m. hours (Minsk time).”

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 12.00 hours (Minsk time) on August 20, 2015.

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: August 20, 2015 15:00 a.m. hours (Minsk time), the premises of IOM representative office in the Republic of Belarus on 3 Gorny pereulok, Minsk. 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 or a Bid Securing Declaration in lieu of the 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

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

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

26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in EUR and BYR into US
Currency

Dollars according to IOM Operational Rates of exchange rate applicable at the date of bid opening.

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 Belarus or goods of foreign origin already located in Belarus, 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 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 the Republic of Belarus 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 installation, product support and service;

(e) the availability in the Republic of Belarus of after-sales services for the equipment and software 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.
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.

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 as 10 (ten) % 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 pursuant to ITB Clause 35, IOM will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause17.

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 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.

35.3 Advanced payment terms are strongly discouraged. Where an advance cannot be avoided and exceeds USD 5,000, it should be secured by a Bank guarantee from a reputable bank.
Section II. Schedule of Requirements
Schedule of Requirements

Project: Strengthening Border Surveillance Capacity and Bilateral Cooperation between the Republic of Belarus and Ukraine (SURCAP – PHASE II)

<table>
<thead>
<tr>
<th>Item No</th>
<th>Goods description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Related services/conditions needed</th>
<th>Reference number/Specifications</th>
<th>Delivery schedule (To be filled in by the bidder. Information can be submitted as a separate document)</th>
<th>Place of delivery (Customs clearance office for deliveries from outside Belarus will be communicated later)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Patrol boat</td>
<td>2</td>
<td>Piece</td>
<td>Training of personnel (4 persons, town of Loyev), pre-sale preparation at the expense of the seller, warranty period (minimum 24 months)</td>
<td>BY10-2015-49-1</td>
<td>.</td>
<td>Town of Loyev, Gomel oblast, Loyev coastal patrol unit, troop unit 1242</td>
</tr>
<tr>
<td>2</td>
<td>Motor boat</td>
<td>6</td>
<td>Piece</td>
<td>Pre-sale preparation at the expense of the seller, warranty period (minimum 24 months)</td>
<td>BY10-2015-49-2</td>
<td>.</td>
<td>Dzerzhinsk, Minsk oblast, ul. Minskaya-1, troop unit 1463</td>
</tr>
</tbody>
</table>
Section III. Technical Specifications
Column 1-2 should be completed by IOM  
Column 3-4 should be completed by the Bidder  
Column 5 is reserved for the evaluation committee  
- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer).  
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)  
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.  
The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

### TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Reference number:</th>
<th>BY10-2015- 49-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification number:</td>
<td>1</td>
</tr>
<tr>
<td>Description:</td>
<td>Patrol boat</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Producer:</th>
<th>__________________________</th>
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<tbody>
<tr>
<td>Origin:</td>
<td>__________________________</td>
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<tr>
<td>Model:</td>
<td>__________________________</td>
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<tr>
<td>1</td>
<td>Item No</td>
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<td>---</td>
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<tr>
<td>1</td>
<td>General requirements:</td>
</tr>
<tr>
<td></td>
<td>RAL 6029 (light green). Size and colour of the marking should be agreed with the Client.</td>
</tr>
<tr>
<td></td>
<td>Length – 8 – 10 m</td>
</tr>
<tr>
<td></td>
<td>Width – not less than 2.5 m</td>
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<tr>
<td></td>
<td>Draft – not more than 0.35 m (with max load – 0.50 cm)</td>
</tr>
<tr>
<td></td>
<td>Capacity: 8-10 persons</td>
</tr>
<tr>
<td></td>
<td>Stationary engine and waterjet engine</td>
</tr>
<tr>
<td></td>
<td>Rudder house height – not less than 1.9 m</td>
</tr>
<tr>
<td></td>
<td>Max speed not less than 60 kmph</td>
</tr>
<tr>
<td></td>
<td>Crew – not more than 2 persons</td>
</tr>
<tr>
<td></td>
<td>Operating distance – not less than 400 km</td>
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<tr>
<td></td>
<td>Sea endurance – not less than 24 hours</td>
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<tr>
<td>2</td>
<td>Engine:</td>
</tr>
<tr>
<td></td>
<td>Four-stroke, diesel engine</td>
</tr>
<tr>
<td></td>
<td>Engine management - remote</td>
</tr>
<tr>
<td>Item No</td>
<td>Specifications Required (minimum requirements)</td>
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<td>-------------------------------------------------</td>
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<tr>
<td>2</td>
<td>Fuel tanks removable and adapted for washing and cleaning</td>
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<tr>
<td>3</td>
<td><strong>Equipment:</strong></td>
</tr>
<tr>
<td></td>
<td>Diesel generating set to provide electric supply to users on board</td>
</tr>
<tr>
<td></td>
<td>Sentinel outboard engine – four-stroke, waterjet not less 50 horsepower</td>
</tr>
<tr>
<td></td>
<td>Drainage system</td>
</tr>
<tr>
<td></td>
<td>radiolocation station</td>
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<td></td>
<td>Fathometer</td>
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<td></td>
<td>Projector with the rotary device with power supplies from an onboard network</td>
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<tr>
<td></td>
<td>Loud-speaking communication</td>
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<tr>
<td></td>
<td>GPS navigator with preliminary installed licensed map of Republic of Belarus</td>
</tr>
<tr>
<td></td>
<td>USB (VHF radio) station and GPS with power supplies from an onboard network</td>
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<tr>
<td></td>
<td>Navigation lights</td>
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<td></td>
<td>First-aid kit</td>
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<tr>
<td></td>
<td>Falling rudder house flagstaff</td>
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<tr>
<td>4</td>
<td><strong>Transport cart requirements:</strong></td>
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<td>Item No</td>
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<tr>
<td>Item No</td>
<td>Specifications Required (minimum requirements)</td>
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<tr>
<td></td>
<td>Railing fencing along the gangway from the fore to the aft cockpit</td>
</tr>
<tr>
<td></td>
<td>Fore heated cabin with internal lighting</td>
</tr>
<tr>
<td></td>
<td>Not less than 2 cabin couches transforming into sleeping places with underneath lockers</td>
</tr>
<tr>
<td></td>
<td>Soft seats for a steersman and passengers</td>
</tr>
<tr>
<td></td>
<td>Wind shield wipers</td>
</tr>
<tr>
<td></td>
<td>Station for heating and taking meals</td>
</tr>
<tr>
<td></td>
<td>Handling devices for lifting the boat out of the water by crane or winch on keel-blocks, presence of mooring bollards</td>
</tr>
<tr>
<td></td>
<td>Painting the boat with application of symbols of the border authorities of the Republic of Belarus (upon client’s request)</td>
</tr>
<tr>
<td></td>
<td>All navigational equipment must be installed in accordance with the rules of navigation of the Republic of Belarus (Resolution of the Ministry of Transport and Communications of the Republic of Belarus № 60 as of October 25, 2005)</td>
</tr>
<tr>
<td></td>
<td>Please, specify warranty details</td>
</tr>
</tbody>
</table>
Authorized signature of the supplier, print full name

Supplier (name of the company): ________________________________

Signature: ________________________________________________

Date: _____________________________________________________
## TECHNICAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>Item No</th>
<th>Specifications Required (minimum requirements)</th>
<th>Specifications Offered (precise detailed specifications)</th>
<th>Notes, remarks, ref to documentation (completed by the tenderer)</th>
<th>Evaluation Committee’s notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General requirements:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Grey color (size and color of the marking should be agreed with the Client)</td>
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<td></td>
<td>Capacity not less than 500 kg (5 armed persons)</td>
<td></td>
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<td></td>
<td>Max speed not less than 35 sea knots with max load</td>
<td></td>
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<td></td>
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<tr>
<td>Item No</td>
<td>Specifications Required (minimum requirements)</td>
<td>Specifications Offered (precise detailed specifications)</td>
<td>Notes, remarks, ref to documentation (completed by the tenderer)</td>
<td>Evaluation Committee’s notes</td>
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<tr>
<td>1</td>
<td>Draft - not more than 0.4 m (with max load – 0.50 cm)</td>
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<tr>
<td></td>
<td>Operating distance not less than 50 sea miles</td>
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<td></td>
<td>Length: 5 – 6.5 m</td>
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<td></td>
<td>Soft seats for all persons</td>
<td></td>
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<tr>
<td></td>
<td>Crew – 1 person</td>
<td></td>
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<td></td>
<td>Front windshield for crew member</td>
<td></td>
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<td></td>
<td>Floating body does not sink in case it is full of water</td>
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<td>2</td>
<td><strong>Engine:</strong></td>
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<tr>
<td></td>
<td>Stationary waterjet engine or strap-on waterjet engine</td>
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<td></td>
<td>Engine management – remote</td>
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<td></td>
<td>Fuel tanks removable and adapted for washing and cleaning</td>
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<tr>
<td></td>
<td>Engine power – enough to provide required speed</td>
<td></td>
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<tr>
<td>3</td>
<td><strong>Equipment:</strong></td>
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<tr>
<td></td>
<td>Stationary or portable sonar (fathometer)</td>
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<td></td>
<td>GPS navigator with preliminary installed</td>
<td></td>
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<tr>
<td>Item No</td>
<td>Specifications Required (minimum requirements)</td>
<td>Specifications Offered (precise detailed specifications)</td>
<td>Notes, remarks, ref to documentation (completed by the tenderer)</td>
<td>Evaluation Committee’s notes</td>
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</tr>
<tr>
<td>1</td>
<td>licensed map of the Republic of Belarus</td>
<td></td>
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<td></td>
<td>Loud-speaking communication</td>
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<td></td>
<td>Projector with the rotary device with power supplies from an onboard network</td>
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<td></td>
<td>Flashlight</td>
<td></td>
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<tr>
<td></td>
<td>Visualization of amount of fuel, temperature of engine, condition of battery. All control devices should be protected from humidity and available for a crew member</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Transport cart requirements:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Trailer for transportation by car according to Traffic Rules in force in the Republic of Belarus</td>
<td></td>
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<td></td>
<td>Winch for lifting and loading from the water</td>
<td></td>
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<tr>
<td></td>
<td>Keel-blocks for storage</td>
<td></td>
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<tr>
<td></td>
<td>Mount for motorboat during transportation</td>
<td></td>
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<td>5</td>
<td>Kit requirements:</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>5 life jackets</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>2 oars</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Not less than 2 affixed fire extinguishers</td>
<td></td>
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<td></td>
<td>The first aid set</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Item No</td>
<td>Specifications Required (minimum requirements)</td>
<td>Specifications Offered (precise detailed specifications)</td>
<td>Notes, remarks, ref to documentation (completed by the tenderer)</td>
<td>Evaluation Committee’s notes</td>
</tr>
<tr>
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<td>-------------------------------------------------</td>
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</tr>
<tr>
<td>2</td>
<td>Falling stern flagstaff</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Boxes for accumulators, accumulators</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>No less than 3 mooring ropes of 10-15 mm diameter and each length not less than 10 m, equipped on both ends by eye-splices</td>
<td></td>
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<tr>
<td>5</td>
<td>An anchor of the Hall or Matrosov type with an anchor rope not less than 15-20 mm diameter and length not less than 30 m with the swivel and eye-splices</td>
<td></td>
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</tr>
<tr>
<td>6</td>
<td>Technical documentation, description and the operation manual, the passport (logbook) in English or Russian</td>
<td></td>
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<tr>
<td>7</td>
<td>Please, specify warranty details</td>
<td></td>
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</tr>
</tbody>
</table>

**Authorized signature of the supplier, print full name**

**Supplier (name of the company):**

________________________________________________________

**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.)

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

Between

The International Organization for Migration

And

[Name of the Other Party]

This Contract for the Supply and Delivery of Goods (“Contract”) is entered into between 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 Other Party] of [insert address], represented by [insert Name, Title of the representative of the Other Party], hereinafter referred to as the Supplier on [insert date].

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 Contract and its Annexes, if any.

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

- Bid/Quotation Form
- Price Schedule
- Delivery Schedule and Technical Specifications
- Accepted Notice of Award (NOA)
- Performance Security
2. Goods/Services Supplied

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Project budget line/ WBS</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
</table>

2.2. The Supplier agrees to supply the following incidental services: 

- (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 Contract is XXX [write in figures and then in words, including currency]

3.2. The Supplier shall invoice IOM on delivery of the Goods in accordance with this Contract and payment shall become due 30 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] by bank transfer to the following bank account of the Supplier: [bank account details].

3.5. The Price specified in clause 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 Contract.

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 schedule] by [insert method of delivery or refer to Delivery Schedule annexed]. Cost of delivery is deemed included in the Price specified in clause 3.1 of this Contract. The incidental services as described in clause 2.2 shall be performed at the place of delivery and completed by the same delivery date, unless otherwise stated in clause 2.2 of this Contract.

4.2 In the event of breach of this clause IOM reserves the right to:
   (a) Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with 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% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

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

5.1 The Supplier shall furnish IOM with a Performance Security in the amount equivalent to [ten (10)] percent of the Contract 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 Contract. 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 Contract 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 calendar days after proper receipt of the Goods purchased to inspect them and either accept or reject them as non-conforming with this Contract. 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 Contract 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 Contract.
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 ancillary services to be provided. Where 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 Contract 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 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 Contract 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 twelve (12) 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 Contract;
(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Contract;
(c) In all circumstances it shall act in the best interests of IOM;
(d) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract or award thereof;
(e) It has not misrepresented or concealed any material facts in the procuring of this Contract;
(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 Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
(h) The prices for the Goods under this Contract do not exceed those offered for similar goods to Supplier’s other customers;
(i) The Price specified in clause 2.1 of this Contract shall constitute the sole remuneration of the Supplier in connection with this Contract. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the discharge of its obligations hereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any additional remuneration.

9.7 The Supplier further warrants that:
(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
(b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM personnel.
(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform
any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel.

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

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

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

10. Termination and Re-procurement

10.1 IOM may terminate this Contract, 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.

10.2 If IOM terminates this Contract 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 premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.

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

11. Force Majeure

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract 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. Indemnification and Insurance

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

13. 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.

14. 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 incidental services under this Contract. The Supplier shall make all such records available to IOM or its designated representative at all reasonable times until the expiration of seven (7) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Supplier shall be available for interview.

15. Dispute Resolution

Any dispute, controversy or claim arising out of or in relation to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

16. Confidentiality

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

17. Notices

Any notice given pursuant to this Contract will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

[Insert IOM address]

[Insert Supplier’s address]

18. Use of IOM’s Name
19. **Status of IOM**

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

20. **Assignment and Subcontracting**

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

20.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Contract may be assigned to a subcontractor. Notwithstanding the said written approval, the Supplier shall not be relieved of any liability or obligation under this Contract 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.

21. **Waiver**

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

22. **Severability**

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

23. **Entirety**

This Contract 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 Contract.

24. **Final Clauses**

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

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

Signed in two copies in English, on (date) at (place).
For: The International Organization for Migration

For: (Name of Supplier)

__________________________  
(name)

__________________________  
(title)

__________________________  
(name)

__________________________  
(title)
Section V. Sample Forms
Table of Forms

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7. Vendor Information Sheet (VIS)

8. Bid Securing Declaration in lieu of the Bid Security
BID FORM

Date: ______________

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

We, the undersigned, declare that;

Having examined the Bidding Document for the [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]
**PRICE SCHEDULE FORM**

**PROJECT TITLE**: “Strengthening Surveillance and Bilateral Coordination Capacity along the Common Border between Belarus and Ukraine” / SURCAP Phase II  
**LOCATION**: Minsk  
**REF NO.**: BY10-2015-49-1/2

**For goods offered from abroad:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods/required service as per Schedule of requirements</th>
<th>Country of Origin</th>
<th>Qty/Unit</th>
<th>Unit Price *</th>
<th>Total Price *</th>
<th>Delivery schedule</th>
<th>Delivery site</th>
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Total:  

* The unit price and the total price shall be quoted in DAP [INCOTERMS 2010], Dzerzhinsk, Minsk region- for motor boats/Belarus (Loev, Gomel region/Belarus for patrol boats)

______________________________
Suppliers authorized signature and stamp over printed name  
Date: _________________________
For goods offered from within the Republic of Belarus or the Customs Union’s area:

<table>
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<tr>
<th>Item No.</th>
<th>Description of Goods/ required service as per Schedule of requirements</th>
<th>Country of Origin</th>
<th>Qty/Unit</th>
<th>Unit Price *</th>
<th>Total Price (exclusive of VAT) *</th>
<th>VAT rate (%)**</th>
<th>Total price (inclusive of VAT)*</th>
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Total: 

Delivery schedule

* The unit price and the total price shall cover the delivery of the goods to the specified delivery site (Dzerzhinsk, Minsk oblast, ul. Minskaya-1, troop unit 1463 for motor boats or Loyev, Gomel oblast, Loyev coastal patrol unit, troop unit 1242 for patrol boats) by the Supplier’s transport (alternatively the transport costs shall be entered separately).

** Please, indicate VAT 0% if the VAT rate is zero

Suppliers authorized signature and stamp over printed name

Date: ________________________________

*Note: The price proposals of the companies, non-residents of the Republic of Belarus shall not include VAT. In the price proposals of the companies, residents of the Republic of Belarus, VAT, if included, shall be clearly indicated in the price proposal. In such a case, VAT, if any, will be paid to the supplier and reimbursed to IOM by the Ministry of Finance of the Republic of Belarus.
MANUFACTURER'S AUTHORIZATION FORM

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

To:

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

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

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

____________________
[signature for and on behalf of Manufacturer]

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

WHEREAS, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the [insert 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 Procuring Entity”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Entity, 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 Procuring Entity 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 Procuring Entity up to the above amount upon receipt of his first written demand, without the Procuring Entity’s having to substantiate his demand, provided that in his demand the Procuring Entity 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 Procuring Entity, 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 Procuring Entity]

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
ADVANCE PAYMENT SECURITY  (Bank Guarantee)

To:  [name and address of IOM Mission]
Contract : [name of Contract]

Gentlemen:

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

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

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

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

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

Yours truly,

Signature and seal: ________________________________

Name of Bank/Financial Institution: ________________________________
Address: ________________________________
Date: ________________________________
<table>
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<tr>
<th><strong>VENDOR INFORMATION SHEET (VIS)</strong></th>
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</table>

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
<table>
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<tr>
<th>Services</th>
<th>Manufacturer</th>
<th>Authorized Dealer</th>
<th>Information</th>
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<td>Hardware</td>
<td>Wholesaler</td>
<td>Retailer</td>
<td>Computer</td>
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<td>Trader</td>
<td>Importer</td>
<td>Service Bureau</td>
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<td>Site Development/Consultancy</td>
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<td>Others</td>
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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

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)

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<thead>
<tr>
<th>Name</th>
<th>Title/Position</th>
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Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Business Value</th>
<th>Contact Person/Tel. No.</th>
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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.

<table>
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<tr>
<th>Name of Person</th>
<th>Mission/Office</th>
<th>Items Purchased</th>
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Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.
IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.
**REQUIREMENTS CHECK LIST**

Please submit the following documents together with the Information Sheet:

<table>
<thead>
<tr>
<th>No.</th>
<th>Document</th>
<th>For IOM use only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Submitted</td>
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<tr>
<td>1</td>
<td>Company Profile (including the names of owners, key officers, technical personnel)</td>
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<tr>
<td>2</td>
<td>Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any.</td>
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<td>3</td>
<td>Certificate of Registration from host country's Security &amp; Exchange Commission or similar government agency/department/ministry</td>
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<td>4</td>
<td>Valid Government Permits/Licenses</td>
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<td>5</td>
<td>Audited Financial Statements for the last 3 years*</td>
<td></td>
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<td>6</td>
<td>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)</td>
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<tr>
<td>7</td>
<td>Catalogues/Brochures</td>
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<tr>
<td>8</td>
<td>List of /Service Facilities</td>
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<tr>
<td>9</td>
<td>List of Offices/Distribution Centers/Service Centers</td>
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<tr>
<td>10</td>
<td>Quality and Safety Standard Document / ISO 9001 or equivalent national quality certificate</td>
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<tr>
<td>11</td>
<td>List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) *</td>
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<tr>
<td>12</td>
<td>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</td>
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<tr>
<td>13</td>
<td>For Construction Projects: List of machines &amp; equipment (include brand, capacity and indication if the equipment are owned or leased by the Contractor)</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

* 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.
BID-SECURING DECLARATION

Invitation to Bid/Request No. [Insert reference number]

To: IOM International Organization For Migration

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I accept that: (a) My company will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; if I have committed any of the following actions:
   (i) Withdrawn my Bid during the period of bid validity required in the Bidding Documents; or
   (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.

3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
   (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
   (c) I am declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid, and I have furnished the performance security and signed the Contract.

____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]