

- Q. Considering the fact that delivery/manufacturing periods of the main components (vehicle, thermal cameras, radar, etc) necessary for the integration of the Mobile surveillance systems will take about 6 to 7 months and after that at least 2 to 3 months are required for integration and testing of the mobile surveillance systems, please consider the possibility for extending of the required 180 calendar days delivery period with three additional months.
- A. Request for extending of required 180 calendar days delivery period with three additional months is unacceptable.
- Q. According to the draft of the contract (Agreement for the supply and delivery of goods, item item 9.1 page 32) the requested warranty period is 12 months. According to the technical specifications for item 2 (point 7.3.1), the required warranty period is 5 years. Since there are two conflicting requirements concerning the requested warranty periods, please confirm that the required warranty period is 12 months.
- A. Warranty period for item 2 and item 3 should be in accordance with Technical specifications (point 7.3.1) - 5 years.
- Q. In item 4.1.6 a) of the TECHNICAL REQUIREMENTS MOBILE SURVEILLANCE SYSTEM WITH RADAR there is a requirement the radar to be installed above the platform dedicated for the cameras.

Taking into consideration that on the market can be found technical solutions where the radar is mounted above and under the camera's platform and more having in mind that the mounting of the radar can interfere in terms of introducing of interferences and disruptions in the normal functioning of the EO sensor, please consider the possibility for acceptance of technical solution where the integration of the radar is under the platform dedicated for cameras.

- A. Technical solution where radar will be mounted under the camera's platform (Mobile Surveillance system with Radar) will be accepted if proposed technical solution provides both surveillance systems (radar system and daylight/thermal camera system) to work properly at same time.
- Q. In item 4.1.4 i) of TECHNICAL REQUIREMENTS MOBILE SURVEILLANCE SYSTEM WITH RADAR is required the resolution of the daylight camera to be not be less than 1920X1080, i.e. the cameras should be High Definition with digital video interface. In items 4.1.4 e), 5.1.3 and 5.5.1. b) an analogue video signal is required. Taking into account the difference between digital video signal with resolution 1920x1080 and the analogue video signal with resolution which is commonly not more than 704x576, please confirm that the Evaluation committee will accept a solution in which all video signals are digital.
- A. According to Technical requirements document for mobile surveillance system with radar, items 4.1.4. , 5.1.3 and 5.5.1, we confirm that solution where all video signal are digital will be accepted.

We would like to explain that this clarification will apply to the mobile surveillance system as well.

- Q. In item 7.6.3. in both TECHNICAL REQUIREMENTS DOCUMENT MOBILE SURVEILLANCE SYSTEM WITH RADAR and TECHNICAL REQUIREMENTS DOCUMENT MOBILE SURVEILLANCE SYSTEM is stated that the delivery batches should not exceed 8 vehicles. Taking into account that the required number of vehicles is 1 with radar and 4 w/o radar, please confirm that this is a mistake.
- A. Yes, we confirm that it is mistake. The total required number of vehicles is 5. (4 MSS + 1 MSS with radar)
- Q. Please clarify the requirement in item 3.5.3 “Rear axle shall be automatically horizontally leveled of” in both TECHNICAL REQUIREMENTS DOCUMENT MOBILE SURVEILLANCE SYSTEM WITH RADAR and TECHNICAL REQUIREMENTS DOCUMENT MOBILE SURVEILLANCE SYSTEM.
- A. The mentioned requirement in item 3.5.3 – “Rear axle shall be automatically horizontally leveled “ means that vehicle should have mechanism which gives ability when vehicle is located on incline surface to enable automatically horizontally leveled especially on the rear part of the vehicle (where equipment and operator is located) as a precondition for proper work of all equipment and human operator.
- Q. Regarding the requirements in items 3.3.2.2. and 3.3.2.3. from the Local Deployable Coordination & Communication Centre Specification Document, please confirm that the X26 continuous zoom is required for the daylight camera only.
- A. Yes, we confirm that mentioned requirement in item 3.3.2.2 and 3.3.2.3 from the Local Deployable Coordination & Communication Centre Specification document “ x 26 continuous zoom “ is required only for the daylight camera.
- Q. Referring to item 7.7.1 from the technical specification for item 2 and item 3 – mobile surveillance systems, please consider the possibility the required certificate to be delivered upon provisional acceptance of the equipment, while at the bidding stage to be provided declaration on behalf of the Bidder.
- A. This is not acceptable.
- Q. In the Bidding document for goods, in table of forms is mentioned Advance Payment Security Form (Bank Guarantee) and the template for the same is not given in the forms. On the other hand in art. 3.2. from the Agreement for the supply and delivery of Goods it is stated that: “ *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 the acceptance by IOM of the Goods*”. Please clarify what is going to be the payment method used under the contract and whether advance payment and in what percentage is envisaged for this procedure.
- A. Advance payments terms are not permitted, unless the company submits a valid bank guarantee equal to the requested advance amount. The payment method will be done by electronic transfer of funds into the nominated bank account of the bidder when it becomes due for payment.
- Q. In the Bidding document for goods it is not given the precise information how the VAT issue will be solved:

-will IOM pay to the successful bidder the VAT amount,

-is IOM for this specific project released from paying the VAT, and does it have the needed confirmation from the relevant institution which will enable the successful bidder to issue an invoice without VAT, or

- the successful bidder should pay the VAT amount on a specific account, and afterwards wait for the return on this amount?

A. If VAT is applicable to the final Invoice IOM will pay the successful bidder the VAT amount and IOM will later reclaim the VAT amount. The offer sent to IOM should not contain VAT amount.

Q. In point 27.3 of the Bidding document is stated “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 within outside IOM’s Mission country.

Please clarify how can be made the comparison between EXW prices that include all the costs as well as VAT, and the CIP prices that do not include customs and VAT?

A. The comparison will be made by calculating the difference between the EXW price and the CIP price.

Q. In art. 4 “Eligible Goods and Services” from the Instructions to the Bidders is stated: “All goods and related services to be supplied under the contract shall have their origin in eligible source countries...”, but nowhere in the documentation can be found the list of the eligible source countries.

A. All countries are eligible except those that are on the UN sanction list.

Q. In art. 14.4. f) is requested provision of ““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” Please advise whether it will be accepted from the Evaluation Committee to be presented declaration stating the above circumstances in case there is no such an official governmental institution in country different from the Republic of Macedonia that can issue the required certification, exactly stating that we are not in a breach of contract during the last 3 years. The other possibility that can be considered is presenting of a certificate issued from a respective courts that there are no lawsuits against us, but not specifically stating that we have not been declared in a breach of contract.

A. Please provide all documents that you deem necessary in order to satisfy this requirement. *(Please note that all documents not in English must be accompanied by a free English translation in the first instance, if the potential bidder is selected as the best bidder they will be required to present documents translated by a certified English translator)*

Q. In art. 4.2. b) from Section IV, Contract for Supply and Delivery of Goods – the penalty specified as 0.1% of the Price per each day delay... “but there is no

information of the maximum amount that the eventual penalty can reach – for example “not more than 10% of the contract price” Please advise what shall be the maximum amount of the eventual penalty in case of delay in the delivery period of the goods subject of the contract.

A. The amount specified is 0.1% of the price per each day delay, but in case (for contracts with value above USD 250,000) there will be performance security bank guarantee which is 10% of the total amount and max amount IOM can allow, but contract will be closely monitored so there will be no delays in the contract implementation .

Q. Please clarify if the request for Maps understands that MAPS are required only for the territory of the Republic of Macedonia because this type of maps from different countries need special approval from the respective authorities from each of the countries which can take very long time and efforts from the companies and beneficiary also not considering the enormous budget that should be available also.

A. Please refer to published amendment to bidding documents which now reads as follows:

5.2.4 The electronic unit shall have a separate digital terrain model for each Member State of the European Union, Republic of Macedonia, Serbia, Bosnia and Herzegovina, Albania, Montenegro and Kosovo. The digital terrain model of selected country (or countries) should be chosen and loaded by operator.

Point 5.2.5 is deleted from the technical specifications. All subsequent points are re-numbered.

Q. Regarding payment terms and conditions please clarify if this project can be considered as a donation to the Republic of Macedonia and Article 24 from the Taxation Law can be applicable in order to avoid paying all taxes and customs duties.

A. Please note the regular taxation and customs procedures should be followed.

Q. Considering the technical requirements set in art. 3.1. “Main Requirements for the vehicle” and in particular the requirements of sub-article 3.1.11.d.) for item 3 and in art. 3.1 “Main requirements for the vehicle”, sub article 3.2.11.d.) for item 2 and the fact that we have received partially complaint technical offer only from one vehicle manufacturer we would like to know whether it is going to be possible the requirement for the rotation of the two seats to be dropped off and the technical solution for the operator’s places and the disposition of the monitors to be left at the discretion of the integrator awarded with the implementation of the contract. The reason for that request is the fact that there is not enough physical space for realization of the rotation of the two seats in the only vehicle that partially meets the specification.

A. Request for drop off the requirement 3.1.11- d, and 3.2.11 - d, for Items 2 and 3 (The seats shall provide – Smooth rotation) is not accepted.

Every technical solution for operator's places and disposition of the monitors which fulfill mentioned requirements in technical specification will be accepted. Regarding of the position of equipment in vehicle we would like to emphasize the request 3.1.9 in Technical specification – The axes of the vehicle shall be loaded in a balanced way (approx. 50:50) so that the road worthiness of the vehicle is not worsened).

- Q. Regarding the requirement set in art. 3.4.3 from the “Main Requirements for the vehicle” for item 2 and item 3 and the fact that we have received partially complaint technical offer only from one vehicle manufacturer, please consider the possibility for acceptance of “Rear axle open style differential” instead of “Limited slip differential (LSD) on front and rear axle”. The reason for this request is due to the fact that the “Limited slip differential (LSD) on front and rear axle” was offered in the previous version of the vehicle. The new model do not offer “Limited slip differential (LSD)” but can realize the functionality provided by the LSD through other technical means.”
- A. “Rear Axle Open Style Differential “ as a technical solution instead “Limited slip differential (LSD)“ will be accepted if it is originally intended for terrain vehicle and terrain vehicle has the ability to realize the functionality of LSD through other technical means.
- Q. Please consider the possibility the initially required delivery period of 180 days for the Mobile Surveillance Systems and complete project to be extended with additional 6 months. The reason for that request is the fact that the delivery/manufacturing periods of the main components (vehicle, thermal cameras, radar, etc.) necessary for the integration of the Mobile surveillance systems will be about 6 to 7 months.
- A. Delivery period is established on 180 days.
- Q. With regards to the requirements in art. 3.2.2. “Response operation” from item 1 “Local Deployable Coordination & Communication Centre” and in order to be defined the most appropriate technical solution that will meet the technical requirements, please provide more detailed description of the required software functionality. The requirements given in the table in art. 3.2.2. are not enough for the purpose of defining the exactly required functionality. Please clarify the number of components which have to constitute the Common Operational picture?
- A. All basic requirements for part – 3.2.2 “Response operation “ are given in the technical specifications (Main goal explanation and basic requirements 3.2.2.1- 7). Offered software solutions should be in a function to fulfill and support the mentioned requirements.
- Q. In art. 5.2.4. from the Technical Specification for item 2 and item 3 is stated: The electronic unit shall have a separate digital terrain model for each Member State of the European Union. The digital terrain model of selected country or (countries) shall be chosen and loaded by operator” and in art. 5.2.5. is stated. “The range of the digital terrain model shall cover at least 15 km radius from any points of the European Union external border”. Please consider the possibility for reduction of the volume of the necessary digital maps due to the fact that meeting the requirements set to digital maps will significantly burden the budget. Please consider the possibility for reformulating of the requirements as follows: “The electronic unit shall have a

separate digital terrain model for Republic of Macedonia. “ and for ar. 5.2.5: The range of the digital terrain model shall cover at least 15 km radius from the external border of the Republic of Macedonia.

- A. Please refer to published amendment to bidding documents which now reads as follows:

5.2.4 The electronic unit shall have a separate digital terrain model for each Member State of the European Union, Republic of Macedonia, Serbia, Bosnia and Herzegovina, Albania, Montenegro and Kosovo. The digital terrain model of selected country (or countries) should be chosen and loaded by operator.

Point 5.2.5 is deleted from the technical specifications. All subsequent points are re-numbered.

- Q. In form-3 “MANUFACTURERS AUTHORIZATION FORM” is stated: “[See clause 13.3. (a) of the instructions to Bidders.]”. On the other hand in the Bidding Documents there is no such an art. 13.3. (a), there is only art. 13 “Bid Currencies” and respectively sub-art. 13.1. Please confirm that the note “[See clause 13.3. (a) of the instructions to Bidders.]” shall not be taken into consideration.

- A. This is a mistake, the clause referred to should be 14.3. a) please refer to clause 14.3. (a).

- Q. In case the potential Bidder in the invitation to Bid is consortium made of foreign and a Macedonia company, please advise whether it will necessary for the needs of this invitation for bids to be presented Certificate of exclusive distributorship, bearing in mind that in case of eventual awarding of the Consortium with the implementation of the contract, the Consortium will be registered on the territory of Republic of Macedonia and both companies will be jointly responsible for the implementation of the contract?

- A. Please present a Certificate of Exclusive Distributorship.

- Q. With regard to the tender mentioned above the provisions of art. 6 “Clarification of Bidding Documents” we would like to pose the following clarification question:

In art. 7.3.9. from the Technical Requirements Document for item 2 and for item 3 is stated: “The Contractor shall pay stipulated penalty for each day exceeding the repair time. The penalty will be 0.01% of the contract value of MSS made inoperable by a failure.”

Please confirm that the mentioned amount of the penalty will be applied and calculated on the basis of the unit price of the inoperable/defective item/device and not on the basis of the total contract value of the MSS, since there is no such practice the penalty for delay in the repair time to be calculated on the basis of the total contract amount for the whole Mobile Surveillance System.

- A. Point 7.3.9, item 2 and item 3: The establish amount of penalty by “ 0.01% of the contract value of MSS made inoperable by a failure “ is based/ concerning on the total contract value for whole MSS as a unit.

Q. "XXX" company would herewith kindly request an extension of the deadline for the proposal: IFB No.: IOMSKP 086/16 to the 30.09.2016.

A. This is not acceptable.

Q. Is a donor for the project already defined? If yes, are there a flow down of T&C's from that donor financing the project in terms of section 24 of the "Agreement for the Supply and Delivery of Goods"? If so please disseminate such T&C's for review/evaluation.

A. Please be advised that section 24 of the "Agreement for the Supply and Delivery of Goods" is not applicable, please disregard this section. This section is deleted from the Agreement for the Supply and Delivery of Goods" and must not be taken into consideration.

Q. Which TETRA version will be provided as GFE (Government Furnished Equipment)?

A. As it is described in 3.4.3 the tenderer should offer tetra fixed terminal according to standard Tetra- ETSI Network. This fixed tetra terminal should be mounted in container which is described in 3.1. For vehicles there are mobile terminals which are described in 6.1.

All other feature are standard for tetra terminals include the Air interface encryption TEA 2 class 3. Programming of parameters in fixed terminal should be done by beneficiary with the programming tool that is describe in 3.4.7.9 and for vehicles in 6.2 There is nothing to furnished by customer (beneficiary), everything should be delivered and put operational by the bidder.

Q. Does IOM operate an own LTE/3G network at the border or is a public network available?

A. There is a public network available.

Q. LDCCC Paragraph 3.1.16 *(500mm distance between shelter ISO corner and outer outline of mast with sensors in transportation position.*

In order to avoid dismantling of sensor parts for transportation on truck and to provide the same radar type for both platforms (shelter and vehicle) is it acceptable to deviate from the given distance?

A. Yes, it will be acceptable deviate from given distance (500 mm), aiming to acquire beter quality of offers.

Q. LDCCC Paragraph 3.4.4. can you provide an interface specification for the -48 DC power supply?

A. Interface for connection of power supply -48 DC on din rail mount circuit breaker.

Q. In the ITB attached "Agreement for the Supply and Delivery of Goods", clause 9 a 12 month warranty period is requested for the contract, whereas in the MSS specification under chapter 7.3.1 a 5 years warranty is required. Please clarify the warranty time requested for all items to be delivered?

- A. Warranty period for item 2 and item 3 should be in accordance with Technical specifications (point 7.3.1) - 5 years.
- Q. Can you describe the evaluation criteria for this request?
- A. Please refer to clause 31 of the Instruction to bidders, if more information is required please refer to Clauses 14 and 27 of the Instruction to bidders.
- Q. Since no applicable law and venue of arbitration was mentioned in the RFP, please advise if IOM is comfortable with Swiss Law as the governing law of the agreement and Geneva, Switzerland as the venue for arbitration?
- A. Please refer to Article 16 of the “Agreement for the Supply and Delivery of Goods” which relates to Disputes Resolution, applicable law and venue of arbitration.
- Q. We would like to if there will be a possibility to postpone the deadline for the middle / end of September, since the manufacturer of the equipment are on collective summer vacation in the second half of August.
- A. This proposal is not acceptable.
- Q. Is there any possibility to extend the submission deadline for proposals with some additional weeks?
- A. This proposal is not acceptable.