

BIDDING DOCUMENTS
(PROCUREMENT OF GOODS)

*Sustainable Reforms for the State Border Guard Service
of Ukraine (SUREBU)*

SUPPLY AND DELIVERY OF

*IT Equipment for the benefit of the State Border Guard
Service of Ukraine*

Prepared by:

*The International Organization for Migration, Mission in Ukraine,
8 Mykhailivska Street, Kyiv, 01001, Ukraine*

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Table of Contents

Section I. Instructions to Bidders	5
Section II. Schedule of Requirements.....	19
Section III. Technical Specifications	25
Section IV. Contract for Supply and Delivery of Goods	27
Section V. Sample Forms	38



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

INVITATION FOR BIDS
IFB No. : UA1-2016-580

Date: 25.11.2016

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

In the framework of “*Sustainable Reforms for the State Border Guard Service of Ukraine (SUREBU)*”, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of *IT equipment for the benefit of the State Border Guard Service of Ukraine (SBGSU)*.

Item No.	Item Description	Quantity	Unit
1	Firewall FG-200 D	2	Item
2	Software license FC-10-00205-950-02-12	2	Item
3	Web application firewall FWB-400D	2	Item
4	Software license FC-10-V0404-934-02-12	2	Item
5	DDoS protection FDD-200B	2	Item
6	Software license FC-10-02H01-140-02-12	2	Item
7	Software license FC-10-02H01-247-02-12	2	Item
8	Indoor wireless Access Point FAP-221C-U	2	Item
9	Software license FC-10-P0225-247-02-12	2	Item
10	Firewall FG-90D	4	Item
11	Software license FC-10-00090-950-02-12	4	Item
12	Laptop 15.6", OS Ubuntu, 1366x768, LED, Intel Core i3, 5005U, DDR3 4Gb HDD 500 Gb	45	Item
13	Laptop rigid case 1440 Peli or analogue	9	Item
14	Laptop 15.6", OS Windows 8.1 Pro, 1366x768, LED, Intel Core i3, 5005U, DDR3 4Gb HDD 500 Gb	12	Item
15	Laptop rigid case 1490 Peli 1490-000-110 or analogue	12	Item
16	MFD printer/scanner/copier/fax	4	Item
17	Switch Nexus 5672UP-16G	2	Item
18	Switch Cisco WS-C2960X-24PS-L	1	Item
19	Switch Cisco WS-C2960X-24TS-L	4	Item
20	SFP module GLC-LH-SMD=	2	Item
21	Stacking module C2960X-STACK	2	Item
22	IP telephone Cisco CP-8811-K9=	4	Item
23	Media Lisence MCP11-PORT-ADD-K9	4	Item
24	Server 2x Intel Xeon E5-2620 v4 (2.1GHz 8C), 64GB DDR4	2	Item
25	Server 2x Intel Xeon E5-2623 v3 (3.0GHz 4C), 128GB DDR4	3	Item
26	Software License SQLSvrStd 2016 SNGL OLP NL	3	Item
27	Software License SQLCAL 2016 SNGL OLP NL DvcCAL	15	Item
28	Data storage system NetApp FAS 2552	1	Item

29	MS SQL, Fortinet Training service	1	Service
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Bids shall be valid for a period of 45 calendar days after submission of Bids and must be accompanied by a Bid Security equivalent to 2% of the total bid price in the form of bank guarantee or bid bond from a reputable insurance company acceptable to IOM and shall be delivered to the Bids Evaluation and Awards Committee (BEAC) at 8 Mykhailivska Street, Kyiv, 01001, Ukraine on or before 18:00, December, 15th, 2016.

Late bids shall be rejected.

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,

Laura SCORRETTI
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

Table of Clauses

A. General	7
1. Scope of Bid.....	7
2. Eligible Bidders	7
3. Corrupt, Fraud.....	7
4. Eligible Goods and Services	8
B. The Bidding Documents.....	8
5. Content of Bidding Documents	8
6. Clarification of Bidding Documents	8
7. Amendment of Bidding Documents	9
C. Preparation of Bids.....	9
8. Cost of Bidding	9
9. Language of Bid.....	9
10. Documents Comprising the Bid.....	9
11. Bid Form	10
12. Bid Prices	10
13. Bid Currencies	11
14. Documents Establishing Bidder's Eligibility and Qualification.....	12
15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents	12
16. Period of Validity of Bids	13
17. Bid Security	13
18. Format and Signing of Bid.....	13
D. Submission of Bids	14
19. Sealing and Marking of Bids	14
20. Deadline for Submission of Bids	14
21. Late Bids	14
22. Modification and Withdrawal of Bids	14
E. Opening and Evaluation of Bids.....	15
23. Opening of Bids	15
24. Clarification of Bids and Contacting IOM.....	15
25. Preliminary.....	15
26. Conversion to Single Currency (if applicable)	16
27. Evaluation and Comparison of Bids	16
28. Clarification of Bids and Contacting IOM.....	16
29. Post-qualification	17
30. Purchaser's Right to Accept any Bid and to Reject any or All Bids	17
F. Award of Contract	17
31. Award Criteria	17
32. Purchaser's Right to Vary Quantities at Time of Award.....	17
33. Notification of Award.....	17
34. Performance Security.....	17
35. Signing of Contract.....	18

Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 IOM invites bids for the supply and delivery of IT Equipment for the State Border Guard Service of Ukraine (SBGSU) 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 45 calendar days after signature of Contract but no later than February 20th, 2017

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all Bidders from eligible source countries. Please note that according to Ukrainian legislation, the central executive authorities of Ukraine forbid the purchase and use equipment of Russian manufacturer and/or supplier due to annexation of Crimea by Russian Federation and the Ukrainian government’s ongoing anti-terrorist operation in Eastern Ukraine.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in Ukraine 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 anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - (ii) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- (iii) “collusive practice” is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed contract.

4. Eligible Goods and Services

- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of goods and services is distinct from the nationality of the Bidder.

B. The Bidding Documents

5. Contents of the Bidding Documents

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - a) Instructions to Bidders (ITB)
 - b) Contract for Supply and Delivery of Goods
 - c) Schedule of Requirements
 - d) Technical Specifications
 - e) Official Bid Template(s)/Price Schedule Template(s)
 - f) Sample Forms
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6. Clarification of the Bidding Documents

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM’s address indicated in ITB Clause 19.2. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than five (5) working 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 received the bidding documents.

7. Amendments of the Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Cost of the 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. Languages of the Bid

- 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM, shall be written in English and/or Ukrainian languages. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English and/or Ukrainian languages, in which case, for purposes of interpretation of the Bid, the translation shall govern.

10. Documents Comprising the Bid

- 10.1 The bid prepared by the Bidder shall comprise the following components:
 - (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;
 - (b) documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents;
 - (d) bid security in the form of bank guarantee from a reputable commercial banking institution (to be submitted according to ITB Clause 17);
 - (e) Company Profile (including the names of owners, key officers, technical personnel);
 - (f) Certificate of Registration from government agency in Ukraine or abroad;
 - (g) Confirmations of Tax Identification Number and certificate of tax payer, issued by respective government agencies in Ukraine or abroad;
 - (h) Valid Government Permits/Licenses regarding the activity, related to the subject of the current tender;
 - (i) List of Offices/Distribution Centers/Service Centers;

- (j) List of main contracts (i.e., key customers) entered by the Company into for the last 5 years;
- (k) In case the Bidder is going to assign any subcontractors for installation or after-sales services, the Bidder should provide full scope of documents confirming capacities of the subcontractor, including a) Company Profile, b) Certificate of Registration from government agency in Ukraine or abroad; c) Valid Government Permits/Licenses, including confirmations of Tax Identification Number and local taxes, including value-added tax, issued by respective government agency in Ukraine or abroad; d) List of Offices/Distribution Centers/Service Centers; e) List of main contracts entered by the Company into for the last 5 years and customers' references;
- (l) Quality certificates for all the items offered for delivery (Certificate of Conformity, Sanitary hygienic service certificate, etc.), proving that the goods meet the applicable legislative requirements and are officially certified to be distributed on the territory of Ukraine; and
- (m) General process map of the supply and delivery process (including description of the key stages: packing of the kits, labelling, transportation, unloading at the point of delivery, etc.).

11. Bid Form

11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

12. Bid Prices and Payment Schedule

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods it proposes to supply under the contract.

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

- (a) For goods offered from within Ukraine:
 - (i) the price of the goods quoted DDP - Kyiv, 01601, Volodymyrska 26 – INCOTERM 2010.
 - (ii) Sales tax which will be payable on the goods if the contract is awarded. The goods are procured in the framework of international technical assistance project and exempted from VAT. Bidders therefore must not include VAT in their bids.
 - (iii) the cost of insurance as well as the cost unloading the ordered goods at final destination and other incidental services, if any.
- (b) For goods offered from abroad:
 - (i) the price of the goods shall be quoted in DDP-Kyiv, 01601, Volodymyrska 26 - INCOTERM 2010.
 - (ii) Sales tax which will be payable on the goods if the contract is awarded. The goods are procured in the framework of international technical assistance project and exempted from VAT. Bidders therefore must not include VAT in their bids.
 - (iii) the cost of marine insurance for the shipment and the cost of unloading the goods at final destination and other incidental services, if any.

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

- 12.4 Prices quoted by the Bidder shall be fixed during the winning 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.
- 12.5 IOM's preferred payment schedule is 100% due within 7 calendar days after IOM's acceptance of the 100% completed delivery of the ordered goods and associated services. In case this is not feasible to the Bidder, the Bidder shall submit their proposed payment schedule. Bidders however must consider that IOM shall not pay advance payment greater than ten thousand US Dollars (USD 10,000) or 10% of the total bid, whichever is lower.
- 12.6 The goods to be purchased out of this bidding exercise are for an international technical assistance project registered with the Ministry of Economic Development and Trade and are therefore exempted from Value Added Tax (VAT). Bid prices therefore must exclude VAT. The Contract total price shall likewise exclude VAT. If the winning Bidder is a "VAT payer" business entity within Ukraine, IOM shall provide the winning Bidder copies of the project's registration card and procurement plan. The winning Bidder in return, shall indicate in their Invoice, Receipt bills, Acts of services fulfilled that the transaction is performed "Without VAT" and submit all the relevant documents along with Tax Bill indicating "Without VAT" to IOM. The winning Bidder shall provide IOM with copies of all the Tax Bills issued under the Contract due to submission of VAT exemption report to State Fiscal Service of Ukraine and Ministry of Economic Development and Trade of Ukraine on a monthly basis according to the Resolution of Cabinet of Ministers # 153 dd.15.02.02, Addendum # 8. Bidders are encouraged to refer to the State Fiscal Service instruction letters on International Technical Assistance activity can be found at links below:
- <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69266.html>
 - <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69076.html>
 - <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69020.html>
 - <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/68434.html>
 - <http://sfs.gov.ua/baneryi/podatkovi-konsultatsii/konsultatsii-dlya-yuridichnih-osib/69266.html>

13. Bid Currencies

- 13.1 Prices shall be quoted in the official currency of the bidding exercise. The official currency for this bidding exercise shall be US Dollars (USD). All bids must be submitted in USD. The resulting contract shall likewise be in USD. However, if the vendor decides to be paid in Ukrainian Hryvnia (UAH), the invoice amount due for payment shall be converted to UAH using the official foreign exchange being used by the United Nations for the month when the payment will be made. IOM shall not be responsible for any losses the winning bidder may incur due to the fluctuation of the

currency exchange.

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. Bidders must submit at least the IOM Vendor Information Sheet (VIS), business registration documents with the government and latest audited financial statement.
- 14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 4.
- 14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted include but not limited to:
 - (a) Authorization document from the manufacturer or main distributor, authorizing the Bidder to sell/re-sell and/or service the product they are offering in Ukraine;
 - (b) Proof of the Bidder's financial (i.e., latest audited financial statement, banking transaction record, etc.), technical and production capability to supply the goods being bid out (e.g., training certificates of technical staff, production plant capacity, supply chain management structure, a Service Center certified by a Manufacturer of the Goods supplied under the Contract, etc.)
 - (c) Service center, spare parts stocks and other documents to prove the after sales support capacity of the Bidder or its official agent in Ukraine.
- 14.4 If the Bidder is an existing accredited vendor of IOM Ukraine and wishes to use the existing VIS or Company Profile on file with IOM to establish their eligibility, the Bidders should submit a confirmation letter together with their bids that the entries in the VIS remain the same. In case there are changes in their profile, the bidder shall prepare and submit their updated VIS.

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 country of origin of the goods the Bidder is proposing to supply shall be clearly indicated in the Price Schedule. The winning Bidder shall provide the corresponding certificates of origin for each of the items, as integral part of the shipping document package of the shipment when the items will be shipped to Ukraine.
- 15.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period defined in the Technical Specification, following commencement of the use of the goods by IOM; and
 - (c) an item-by-item commentary on IOM's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

15.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by IOM in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to IOM's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period of 45 calendar days after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. IOM Ukraine reserves the right to reject any or all bids with shorter validity period.
- 16.2 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 fifteen (15) calendar days. The request and the bidders' responses shall be made in writing.
- 16.3 Bidders may refuse IOM's request for extension of the bid validity without forfeiting their Bid Security. Bidders who will agree to extend the validity of their bids shall confirm their agreement in writing but shall not be allowed to revise their bids, and in compliance with Clause 17 in all respects.

17. Bid Security

- 17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security equivalent to 2% of the amount of the total bid valid for at least forty five (45) calendar days from the date of bid submission.
- 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 USD in form of bank guarantee callable on demand acquired from a bank acceptable to IOM.
- 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 winning 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 to:
 - (i) sign the contract in accordance with ITB Clause 35; or
 - (ii) 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 Bidders shall submit two (2) sets of their bids placed in separate envelopes, with the first set marked "ORIGINAL BID" and the second set marked "COPY OF BID" at the top right section of the envelopes.

19.2 Both envelopes must be properly sealed. The official representative of the bidding company shall sign across the flaps of the sealed envelope. The official seal of the bidding company shall likewise be stamped across the sealed flaps of both envelopes. Both envelopes shall have the markings below:

19.3

ORIGINAL BID or COPY OF BID
Bid for: _____ Project Name (ITB No. _____)
Bids Evaluation & Awards Committee IOM Ukraine 8 Mykhailivska Street Kyiv, 010001 Ukraine
DO NOT OPEN BEFORE: _____

20. Deadline for Submission of Bids

20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2 no later than 18:00, December, 15th, 2016

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 IOM Ukraine reserves the right to reject any or all bids received after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20.

21.2 IOM shall inform in writing all the Bidders whose bids were rejected by IOM. The bidder will assume the responsibility and expenses for the re-possession of the returned bid documents within 1 week after being informed of the rejection of their bids. IOM reserves the right to dispose any or all unclaimed rejected bids at the end of prescribed period.

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 accordance with BEAC members work schedule but not later than 2 (two) days upon the deadline for submission of bids.
- 23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned 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

- 25.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these

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

- 25.5 If a bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

26. Conversion to Single Currency (if applicable)

- 26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies in USD according to official United Nations exchange rate for the current month and year.

27. Evaluation and Comparison of Bids

- 27.1 IOM will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.
- 27.2 IOM's evaluation of a bid will exclude and not take into account any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 27.3 The comparison shall be between the DDP-Kyiv, 01601 Volodymyrska 26 price for the goods offered from within Ukraine and the DDP- Kyiv, 01601 Volodymyrska 26 price of the goods offered from outside Ukraine.
- 27.4 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:
- (a) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Conditions of Contract;
 - (d) the cost of components, mandatory spare parts, and service;
 - (e) the availability in Ukraine of spare parts and after-sales services for the equipment offered in the bid;
 - (f) the projected operating and maintenance costs during the life of the equipment;
 - (g) the performance and productivity of the equipment offered;
and/or
 - (h) other specific criteria indicated and/or in the Technical Specifications
- 27.5 Merit Point System: Bids shall be evaluated based on the following criteria:
- Price - 20 %
 - Delivery Schedule - 25%
 - Payment Schedule - 5%
 - Technical Compliance - 30%
 - After Sales Support - 15%
 - Bidder's Ability to Post Bid Security and Performance Bond - 5%

Each criterion shall be rated from 10 (highest rate) to 1 (lowest rate). The final rating of each bid shall be calculated using weighted average.

28. Clarification of Bids and Contacting

- 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 highest rated 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 highest rated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

F. Award of Contract

31. Award Criteria

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

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

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

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder through a Notice of Award (NOA), 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 Clause 17.

34. Performance Security

- 34.1 Within five (5) working days of the receipt of notification of award from IOM, the successful Bidder shall furnish a performance security equivalent to 10% of the winning bid amount 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) working days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

Section II. Schedule of Requirements

Schedule of Requirements

PROJECT TITLE: Sustainable Reforms of the State Border Guard Service of Ukraine (SUREBU)
 Delivery Place for the goods and incidental services: 26, Volodymyrska str., Kyiv, 01601, Ukraine
 Delivery Schedule: The goods must be delivered not later than 20th February, 2017

Item No.	Description of Goods	Q-ty	Unit	Specifications
1	Firewall FG-200 D	2	Item	18 x GE RJ45 (including 16 x LAN ports, 2 x WAN ports), 2x GE SFP DMZ ports, FortiASIC NP4Lite and CP8 hardware accelerated, 64GB onboard SDD storage Firewall Throughput - 3 Gbps Firewall Latency (64 byte UDP packets) - 2 μ s Firewall Throughput (Packets Per Second) - 4.5 Mpps Concurrent Sessions (TCP) - 2 Million New Sessions/Second (TCP) - 77,000 Firewall Policies - 10,000 IPsec VPN Throughput (512 byte packets) - 1.3 Gbps Gateway-to-Gateway IPsec VPN Tunnels - 2,000 Client-to-Gateway IPsec VPN Tunnels - 5,000 SSL-VPN Throughput - 400 Mbps Maximum Number of supported access points (Total / Tunnel Mode) – 128/64 Maximum Number of Registered FortiClients - 600 High Availability Configurations - Active / Active, Active / Passive, Clustering
2	Software license FC-10-00205-950-02-12	2	Item	1 Year UTM Bundle (24x7 FortiCare plus NGFW, AV, Web Filtering and Antispam Services)
3	Web application firewall FWB-400D	2	Item	FortiWeb-400D, 4 x GE RJ45 ports, 4 x SFP GbE ports, 8GB RAM, 1 x 240GB SSD Storage, Single PSU
4	Software license FC-10-V0404-934-02-12	2	Item	1 Year 24x7 FortiCare plus AV & FortiWeb Security Service & IP Reputation
5	DDoS protection FDD-200B	2	Item	DDoS Protection Appliance - 4 pairs x Shared Media DDoS Defense Ports (including 4 pairs x GE RJ45 with bypass protection, 4 pairs x GE SFP slots), 2x GE RJ45 Management Ports, AC Power Supply with Redundant Power Option. Includes 480 GB

				<p>SSD storage. 3 Gbps throughput. Supports Advanced DNS Mitigation. Packet Throughput (Mpps) – 4 Layer 3 Flood Mitigation</p> <ul style="list-style-type: none"> • Layer 3 Flood Mitigation, • Protocol Floods (all), • Fragment Floods, • Source Floods, • Destination Floods, • Local Address Anti-Spoofing • ((BCP38) Geo-location Access, • Control Policy (ACP), Layer 4 Flood Mitigation , • TCP Ports (all), • UDP Ports (all), • ICMP Type/Codes (all) • Connection Flood, • SYN, ACK, RST, FIN Floods, • Excessive SYN/ACK/ESTAB/FIN/RST's/, • second per Source or Destination • Zombie Floods, • Excessive Connections per, • Source Flood, • Excessive Connections per, • Destination Flood, • TCP State Violation Floods <p>Layer 7 Flood Mitigation, • HTTP URL, • HTTP METHOD:GET, HEAD, OPTIONS, •</p> <p>TRACE, POST, PUT, DELETE, • CONNECT Floods, • User Agent Flood, • Referrer</p> <p>Flood, • Cookie Flood, • Host Flood, • Mandatory HTTP Header Parameters, •</p> <p>Sequential HTTP Access</p>
6	Software license FC-10-02H01-140-02-12	2	Item	1 Year IP Reputation Service for FortiDDoS-200B
7	Software license FC-10-02H01-247-02-12	2	Item	1 Year 24x7 Comprehensive FortiCare
8	Indoor wireless Access Point FAP-221C-U	2	Item	Indoor wireless AP - 1 x GE RJ45 port, dual radio (802.11 a/n/ac and 802.11 b/g/n, 2x2 MIMO), Ceiling/wall mount kit included, Power adapter not included. For Gigabit PoE injector order: GPI-115. For AC power adapter order: SP-FG20C-PA. Region Code U
9	Software license FC-10-P0225-247-02-12	2	Item	1 Year 24x7 Comprehensive FortiCare
10	Firewall FG-90D	4	Item	16 x GE RJ45 ports (2x WAN ports, 14x Switch ports), 32GB onboard storage. Max managed FortiAPs (Total / Tunnel) 32 / 16
11	Software license FC-10-00090-950-02-12	4	Item	1 Year UTM Bundle (24x7 FortiCare plus NGFW, AV, Web Filtering and Antispam Services)
12	Laptop	45	Item	<p>Operational System Ubuntu</p> <ul style="list-style-type: none"> • Screen: 15.6", 1366×768, Mate • Lighting: LED • Intel Core i3, 5005U • RAM: DDR3 4 Gb

				<ul style="list-style-type: none"> • SATA 3 HDD 500 Gb/5400 RPM, Ethernet 100 мбит/с, WiFi 802.11g, WiFi 802.11n, Bluetooth • Microphone, card reader; • SDHC, Secure Digital (SD) • USB 2.0, USB 3.0, VGA, Audio Line out, RJ45 (LAN) • USP ports: 3 pcs; • DVD+/-RW • Digital keyboard, Mouse
13	Laptop rigid case	9	Item	1440 Peli or analogue
14	Laptop	12	Item	<p>Operational System Windows 8.1 Pro</p> <ul style="list-style-type: none"> • Screen: 15.6", 1366×768, Mate • Lighting: LED • Intel Core i3, 5005U • RAM DDR3 4 Gb • SATA 3 HDD 500 Gb • 5400 RPM • Ethernet 100 мбит/с, WiFi 802.11g, WiFi 802.11n, Bluetooth • Microphone, card reader; • SDHC, Secure Digital (SD) • USB 2.0, USB 3.0, VGA, Audio Line out, RJ45 (LAN) • USB ports: 3 pcs; • DVD+/-RW • Digital keyboard, Mouse • MS Office 2016 Home & Small Business • «ESET Endpoint Antivirus « (C) – 1 year
15	Laptop rigid case	12	Item	1490 Peli 1490-000-110 or analogue
16	MFD printer/scanner/copier/fax	4	Item	<p>Printer/scanner/copier/fax</p> <p>Black and white; Laser printing, A4, Max printing measurements: 216 × 356 мм, auto printing, max resolution for b/w printing: 600x600 dpi; Speed: 35 pages/min (b/w A4)</p> <p>Scanner type: tablet, Max scanning: 216x297 mm, Greyscale: 256,</p> <p>Scanner resolution: 300x300 dpi ;</p> <p>Scanning speed: 28, standards support: TWAIN, WIA</p> <p>Copier resolution: 600x600 dpi; copier speed: 28 pages/min (b/w A4)</p>

				Scale: 25-400 % Scale step: 1 %; Cycle quantity: 999 Printing on: cards, films, glossy and mate paper, envelopes; Drum lifecycle: 35000 pages; b/w lifecycle: 17600 pages; Cartridge q-ty: 1; Cratridge type: C-EXV 50 Toner Black 512 Mb, Ethernet (RJ-45), USB 2.0, PostScript 3, PCL 5e, PCL 6 Fonts q-ty: PostScript: 136, PCL: 93 OS: Windows, Linux; LED panel;
17	Switch Nexus 5672UP-16G	2	Item	Nexus 5672UP 1RU, 24x10G SFP+, 24pxUP SFP+, 6x40G QSFP+, Storage Lic, 5x SFP+ DAC, 2x SFP+ 16G FC, 3x SFP+ 8G FC, 4x SFP 1G RJ-45
18	Switch WS-C2960X-24PS-L	1	Item	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base, SNTC-8X5XNBD Catalyst 2960-X 24 G
19	Switch WS-C2960X-24TS-L	4	Item	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base, SNTC-8X5XNBD Catalyst 2960-X 24 G, Power Cord Europe, Right Angle
20	SFP module GLC-LH-SMD=	2	Item	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM
21	Stacking module C2960X-STACK	2	Item	Catalyst 2960-X FlexStack Plus Stacking Module
22	IP telephone Cisco CP-8811-K9=	4	Item	Cisco IP Phone 8811 Series, SNTC-8X5XNBD Cisco IP Phone 8811 Series, UC Manager-11.x Enhanced Single User License, SC SWSS UPGRADES UC Manager- 11.x Enhanced Single User-Und
23	Media License MCP11-PORT-ADD-K9	4	Item	MediaSense 11.x, SW Feature License Add-ons, MediaSense 11.0 Audio Port License, SWSS UPGRADES MediaSense 11.0 Audi
24	Server	2	Item	2x Intel Xeon E5-2620 v4 (2.1GHz 8C), 64GB DDR4 (4x 16GB RDIMM 2400MT/s), 4x 300GB 10k SAS HDD 2.5", RAID 1GB NV Cache, підтримка RAID 0,1,5,6,10,50,60, 2.5" Chassis with up to 8 Hot Plug Hard Drives, 4x 1Gb Ethernet, 2x 550W PSU, Extended 3 years Warranty with onsite support no later than the next business day (Next Business Day On-Site Service), Integrated module of remote control and monitoring, possibility of module use via USB-port on a server front panel which is switched to the port directly.
25	Server	3	Item	2x Intel Xeon E5-2623 v3 (3.0GHz 4C), 128GB DDR4 (8x 16GB RDIMM 2400MT/s), 2x 300GB 10k SAS HDD 2.5", RAID 1GB NV Cache, RAID 0,1,5,6,10,50,60, 2.5" Chassis with up to 8 Hot Plug Hard Drives, 2x 10Gb Ethernet, 2x 8G FC, 2x 550W PSU, Extended 3 years Warranty with onsite support no later than the next business

				day (Next Business Day On-Site Service). Integrated module of remote control and monitoring, possibility of module use via USB-port on a server front panel which is switched to the port directly. Microsoft Windows Server 2012 R2 Standard Edition, 5 Device CAL
26	Software License SQLSvrStd 2016 SNGL OLP NL	3	Item	SQLSvrStd 2016 SNGL OLP NL
27	Software License SQLCAL 2016 SNGL OLP NL DvcCAL	15	Item	SQLCAL 2016 SNGL OLP NL DvcCAL
28	Data storage system NetApp FAS 2552	1	Item	NetApp FAS2552, 16G Fibre Channel, 2U-24 drive, Dual Controller 36G RAM, 12x 1.2TB 10k SAS, 4x LC-LC Cable, 4x SFP+FC16, 2x PSU, 3Yr
29	Microsoft SQL, Fortinet Training service	1	service	Training of the Customer's 3 representatives: 1. Microsoft SQL course: - Database reservation SQL/Provisioning SQL Databases - Administration of Microsoft SQL Database Infrastructure /Administering a SQL Database Infrastructure; 2. Fortinet course (5 working days): - main task for the system security; - planning, segmentation and prioritization of the network critical parts; - access list and policies creation rules for network security appliance FortiGate; - deployment of VPN-tunnel for FortiGate; - Wi-Fi connection setting up on FortiGate; - authentication and rights assigning; - applications control and attacks protection on FortiWeb; - traffic balancing on FortiWeb; - setting up of DDoS-attack system filtering on FortiDDoS.

Section III. Technical Specifications

Technical Specifications

PROJECT TITLE : _____ Item Code : _____ Item Description : _____	
Manufacturer : _____ Origin : _____ Model : _____ Cat./Page : _____	
PURCHASER'S SPECIFICATIONS	BIDDER'S SPECIFICATIONS
<p style="text-align: center;"><i>[insert the IOM's detailed Technical Specifications of the Goods]</i></p>	

Name of Bidder : _____

Signature: _____

Date: _____

Section IV. Contract for Supply and Delivery of Goods

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

AGREEMENT FOR THE SUPPLY AND DELIVERY OF GOODS

Between

The International Organization for Migration

And

[Name of the Other Party]

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

1. Introduction and Integral Documents

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

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

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

2. Goods/Services Supplied

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

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

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

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

3. Charges and Payment

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

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

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

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

[bank account details]

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

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

4. Delivery

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

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

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

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

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

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

6. Inspection and Acceptance

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

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

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

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

7. Adjustments

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

8. Packaging

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

9. Warranties

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

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

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

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

10. Assignment and Subcontracting

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

11. Force Majeure

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

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

12. Independent Contractor

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

13. Audit

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

14. Confidentiality

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

15. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

[IOM's email address]

[Full name of the Supplier]

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

[Supplier's address]

[Supplier's email address]

16. Dispute Resolution

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

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

17. Use of IOM's Name

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

18. Status of IOM

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

19. Indemnification and Insurance

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

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

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

20. Waiver

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

21. Termination and Re-procurement

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

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

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

22. Severability

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

23. Entirety

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

24. Special Provisions (Optional)

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

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

25. Final Clauses

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

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

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

For and on behalf of
The International Organization
for Migration

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

Signature

Signature

Name
Position
Date
Place

Name
Position
Date
Place

Section V. Sample Forms

Table of Forms

1. Suppliers Bid Form	40
2. Price Schedule Form	41
3. Manufacturers Authorization Form	42
4. Bid Security Form (Bank Guarantee).....	43
5. Performance Security Form (Bank Guarantee).....	44
6. Advance Payment Security Form (Bank Guarantee)	45

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

Item No.	Description of Goods	Country of Origin	Qty/Unit	Unit Price (DDP)	Transportation/ Handling Cost	Taxes if Applicable	Total Price per Item

Name of Bidder: _____
 Signature of Bidder: _____
 Date: _____

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 construction of *[name of Contract]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of IOM] (hereinafter called “the Employer”) in the sum of *[amount]*¹ for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

PERFORMANCE SECURITY (Bank Guarantee)

To: *[name and address of Employer]*

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

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

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

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

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

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

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

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

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]¹ 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: _____

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to IOM.