

# **BIDDING DOCUMENTS**

*(PROCUREMENT OF SERVICE)*

**Regional Cooperation Agreement (RCA)**

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## **Provision of Operation and Maintenance Service at IDC Manado**

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Prepared by



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

**IOM Jakarta**  
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**INVITATION FOR BIDS**  
IFB No. : 008/S/Manado/2016

Date: 03 November 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 *RCA – Regional Cooperative Model on Combating People Trafficking & Irregular Migration*, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to submit “Bid” for the supply and delivery of *Operation and Maintenance Service at IDC (Rumah Detensi Imigrasi) Manado, under a Long Term Agreement (LTA)*.

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>
1	Operation and Maintenance Service at IDC Manado	1	Lot

A complete set of Bidding Documents is available for issuance to Interested Bidders at *IOM Manado office at Graha Pena Building Manado Post 1st Floor, Jl. Babe Palar No. 62, Manado, North Sulawesi* on *November 07<sup>th</sup> until November, 17<sup>th</sup> 2016*.

A pre-bidding conference will be held on *07 November 2016* at *IOM Manado Office*.

On *November 14<sup>th</sup> 2016* a visit to the IDC will be facilitated by IOM for all prospective bidders.

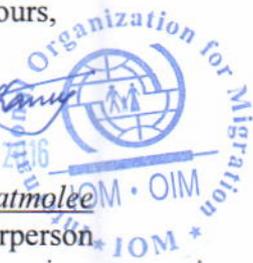
The visit is a mandatory eligibility requirement.

Bids shall be valid for a period of *60 days* after the date of bid opening and must be accompanied by a Bid Security equivalent to not less than *IDR 4,800,000, -* in the form of *cash, certified check, bank guarantee, letter of credit from a reputable commercial banking institution or bid securing declaration* and shall be delivered to the BEAC at *Sampoerna Strategic Square, North Tower 12A floor, Jl. Jend. Sudirman Kav 45-46 South Jakarta, 12930* on *November, 17<sup>th</sup> 2016 10:00 WIB*.

Late bids shall be rejected. Bids will be opened at the above address, date and time in the presence of the Bidders who wish to attend.

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

Very truly yours,



08 NOV 2016

Walaipan Giatmolee  
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.

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### Section I. Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 IOM invites bids for the supply and delivery of *Operation and Maintenance Service at IDC Manado, North Sulawesi* here to referred as Service under a Long Term Agreement. The Service is specified in greater details in the Sub Section of the Bid Documents.
  - 1.2 The Long Term Agreement refers to a contract where the vendor agrees to sell the Goods and Services as Specified in the bidding documents at agreed upon unit prices for the duration of the contract.
  - 1.2 The successful Bidder is expected to complete the delivery by the Intended Completion Date which is *one year* after signature of Contract.
2. **Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all Bidders from Indonesia
  - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
  - 2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.
  - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3
  - 2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC)
3. **Corrupt, Fraudulent, Collusive and Coercive Practices**
  - 3.1 IOM requires that all IOM Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM :

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

**4. Eligible Goods and Services**

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

the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

## **B. The Bidding Documents**

- 5. Content of Bidding Documents**
- 5.1 The service 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 or services
  - c) Schedule of Requirements
  - d) Scope of Services
  - e) Price Schedule under Annex A and B
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify IOM in writing at IOM's address indicated in ITB Clause 19.2a. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than *10 days* prior to the deadline for the submission of bids. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- 7. Pre-bid Conference and Amendment of Bidding Documents**
- 7.1 At least 14 calendar days prior to the deadline for submission of bids, IOM may conduct a pre-bid conference with interested prospective bidders to clarify contents of the bidding documents. As a result of the agreements made during the pre-bid conference, or at its own initiative, or in response to a clarification requested by a prospective Bidder, IOM may modify the bidding documents by amendment through a Bid Bulletin..

- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing and will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, IOM, at its discretion, may extend the deadline for the submission of bids.

**C. Preparation of Bids**

- 8. Cost Bidding** of 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Language Bid** of 9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IOM shall be written in *English or Bahasa Indonesia* language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the required language, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 10. Documents Comprising the Bid** 10.1 The bid prepared by the Bidder shall comprise the following components:
  - (a) Financial Proposal comprised of a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13;
  - (b) Eligibility Documents established in accordance with ITB Clause 14.1;
  - (c) Technical proposal established in accordance with ITB Clause 15.3; and
  - (d) bid security furnished in accordance with ITB Clause 17.
- 11. Bid Form** 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the service to be supplied, a brief description of the goods, and their country of origin, quantity, and prices.

## 12. Bid Prices

- 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the service it proposes to supply under the contract.
- 12.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within IOM's Mission country:
    - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
      - a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
      - or**
      - b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
    - (ii) any sales and other taxes which will be payable on the goods if the contract is awarded.
    - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination
    - (iv) the price of other (incidental) services, if any
- 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 Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified.

12.5 In view of the long term nature of this procurement, contract price adjustments can be made with prior notice and agreement by both parties under the following instances:

- a. Government mandated increase or decrease in fuel and related products.
- b. Other similar justifiable reasons.

12.6 Any agreed price adjustment will take effect on the immediately succeeding order.

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

For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in *IDR* currency.

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

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish the following documents to establish the prospective Bidder's eligibility.

(a) Legal Eligibility

- a. Latest and valid government permits and licenses (SIUP, SITU, TDP, HO, NPWP)
- b. Company Profile (IOM VIS Form)
- c. Signed Code of Conduct (IOM template)
- d. Authority of the Signatory
- e. Engineering related certificates

(b) Technical Eligibility

- a. Statement of On-going and Completed Single Similar Contract within the relevant period.

(c) Financial Eligibility

- a. Latest applicable Audited Income Statement and Balance Sheet.
- b. Working Capital of at least IDR 48,000,000,- computed as (Current Assets – Current Liabilities)
- c. Or, Bank Letter of Credit in the amount of at least IDR 48,000,000,-

14.2 If the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids the required additional information to comply with section 14.1 or, alternatively, confirm in their bids that the originally submitted information remains essentially correct and as of the date of bid submission and are in compliance with all the requirements in 14.1.

14.3 For purposes of this procurement a single similar contract is defined as “Operational and Maintenance of Building, Mechanical, Electrical, Plumbing and the like”. The acceptable Relevant Period is one (1) year from the deadline for submission of bids. The acceptable contract amount is IDR 24,000,000. - Where the single similar contract requirement will defeat competition as determined by IOM, at the most four similar contracts with an aggregate amount of IDR 24,000,000. - Within the same relevant period maybe accepted.

**15. Documents Establishing Service’ Eligibility and Conformity to Bidding Documents**

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

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

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

- (a) [a detailed description of the minimum or essential scope of service required;](#)

15.4 The prospective bidder further certifies that all equipment, facilities and manpower requirement that are required as provided in the Scope of Services shall be complied with. Manpower required are at the employ of the bidder and that the equipment and facilities are owned or rented by the prospective bidder.

**16. Period of Validity of Bids**

Bids shall remain valid for the period of *60 days* after the date of bid opening prescribed by IOM, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by IOM as non-responsive.

In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period *30 days*. The request and the bidders’ responses shall be made in writing.

A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify the Bid, but will be required to extend

the validity of Bid Security for the period of the extension, and in compliance with Clause 17 in all respects.

## **17. Bid Security**

- 17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount *IDR 4,800,000.-*
- 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 *IDR*.
- 17.3 In lieu of Bid Security as provided in 17.1 and 17.2, Prospective Bidders may also submit a Bid Securing Declaration as a form of Bid Security.
- 17.4 Any bid not secured in accordance with ITB Clauses 17.1 will be rejected by IOM as non-responsive, pursuant to ITB Clause 25.
- 17.5 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.
- 17.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.
- 17.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 35;
    - or**
    - (ii) to furnish performance security in accordance with ITB Clause 34.

**18 Format and Signing of Bid**

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

**D. Submission of Bids**

**19. Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY OF BID.” The envelopes shall then be sealed in a single outer envelope.

19.2 The inner and outer envelopes shall:

- (a) be addressed to IOM at the address given below  
*Sampoerna Strategic Square, North Tower 12A floor, Jl. Jend. Sudirman Kav 45-46 South Jakarta, 12930* ; and
- (b) Bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: “DO NOT OPEN BEFORE *November 17, 2016 10:00 WIB*”.

19.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.

19.4 If the outer envelope is not sealed and marked as required by ITB Clause 19.2, the bid will still be considered, however, IOM will assume no responsibility for the bid’s misplacement or premature opening.

**20. Deadline for Submission of Bids**

- 20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than *November 17, 2016 at 10:00 WIB*.
- 20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

- 21. Late Bids**
- 21.1 Any bid received by IOM after the deadline for submission of bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.
- 21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned bid documents.
- 22. Modification and Withdrawal of Bids**
- 22.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by IOM prior to the deadline prescribed for submission of bids. Where bids are substituted, the original bid is kept for possible comparison with the new bid. New bid is marked "Modification" and is reference to the original bid.
- 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 notices will be in writing and should be received by IOM not later than the deadline for submission of bids.
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

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

- 23. Opening of Bids**
- 23.1 IOM will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified herein *November 17 2016 @ 10:00 WIB*. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

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

23.4 IOM will prepare minutes of the bid opening.

**24. Clarification of Bids**

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. Failure of the bidder to respond to a valid request for clarification can result in disqualification.

**25. Preliminary Examination**

IOM will examine the bids to determine whether they are complete. In this regard, a checklist of all the required documents shall be prepared and used in determining the presence or absence of the document.

25.1 The first envelope containing the Eligibility Documents and Technical proposal shall be opened first. A non-discretionary PASS or FAIL process will be used during the preliminary examination to determine completeness of the Bid. Absence of any of the required document will render the bid as “FAILED”. A complete submission of the required documents in accordance with the required form and substance will render the opened documents as “PASSED”.

25.2 Only those offers whose first envelopes were rated as “PASSED” will qualify for the opening of the second envelope containing the Financial proposal.

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 Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 15.2), and Scope of Services (Form 3) will be deemed to be a material deviation. IOM’s determination of a bid’s compliance is to be based on the contents of the bid itself without recourse to extrinsic evidence.

25.5 If a bid is not substantially compliant, it will be rejected by IOM and may not subsequently be made compliant 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 **NOT APPLICABLE** according to IOM exchange rate for the current month and year.
- 27. Detailed Evaluation and Comparison of Bids**
- 27.1 IOM will evaluate and compare the bids, to determine 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. 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.
- 27.2 The comparison shall be between the EXW price of the service 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.
- 27.3 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:
- (a) cost of inland transportation, insurance, and other costs within IOM's Mission country incidental to delivery of the goods to their final destination.
  - (b) delivery schedule offered in the bid;
  - (c) deviations in payment schedule from that specified in the Conditions of Contract;
  - d) other specific criteria indicated and/or in the Scope of Services;  
and/or
  - e) other specific criteria indicated and/or in the Technical Specifications

- 28. Contacting IOM**
- 28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information in response to a request for clarification 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. Abstract of Bids**
- 29.1 Immediately after the Preliminary Examination of the Bids an Abstract of Bids (as Read) shall be prepared and signed. Likewise, after the Financial Evaluation is completed, the BEAC shall prepare an Abstract of Bid (as Evaluated) with the offers arranged in Ascending Order. The first on the list will be the Lowest Evaluated Bid and will be subject to Post Qualification.
- 30. Post-qualification**
- 29.2 the Abstract of Bids shall be signed by the BEAC
- 30.1 IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the **Lowest Evaluated Bid** is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.
- 30.2 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.
- 30.3 Prior to award, IOM shall verify and validate any document and information submitted and if necessary shall conduct ocular inspection of the Bidder office, plant/warehouse equipment and facilities.
- 30.4 An affirmative determination means that the bidders offer is Responsive to the requirements and will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- 31.1 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

- 32. Award Criteria** 32.1 IOM will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 33. Purchaser's Right to determine actual Quantity Requirement** 33.1 This being a Long Term Agreement, IOM reserves the right to determine the actual quantity requirements which will be stated in the periodic Confirmation Order without any change in unit price or other terms and conditions except as provided herein.
- 33.2 The Confirmation Order will trigger the implementation of the LTA.
- 34. Notification of Award** 34.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder in writing, that its bid has been accepted.
- 34.2 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.
- 35. Performance Security** 35.1 Within five (5) days of the receipt of notification of award from IOM, the successful Bidder shall furnish a performance security equivalent to *IDR 2,000,000*. Which valid within the contract period In accordance with the Conditions of Contract, in the form provided in the bidding documents or in another form acceptable to IOM.
- 35.2 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.
- 36. Signing of Contract** 36.1 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.
- 36.2 Within five (5) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

## Section II. Schedule of Requirements

### Schedule of Requirements

PROJECT TITLE : Provision of Operation and Maintenance Service at IDC Manado

Item No.	Description of Goods	Quantity	Unit	Related Services Required	Reference Drawing /Specifications	Delivery Schedule	Delivery Place



<b>B. Water and Sanitation</b>						
1. Checking, operating, cleaning, test running & reporting the water system including deep well, WTP, pumps (submersible pumps & transfer pumps), panel boards, valves, float switches, pipelines, and de-clogging of pipeline when necessary.						
2. General cleaning of Groundtanks (Raw & Clean water tank), Underground Tanks, Roof Tanks, and control boxes						
3. Checking, operating, cleaning, test running & reporting the of STP system, aerator pumps, aeration line, sludge return line, backwash line and control boxes, de clogging of pipeline when necessary.						

4. General cleaning of the surrounding open and paved areas including grass cutting in unpaved areas and road side areas						
5. General cleaning of the common areas in the detention building, health and utility building and cleaning of wall when necessary						
6. Collecting of garbage inside the facility and disposing them to the garbage collection						
7. General cleaning of storm and drainage canal						
<b>C. Mechanical &amp; Electrical</b>						
1. Checking, operating, cleaning, test running & reporting the electrical system condition including panel boards, wiring, lighting, and power outlets						

2. Checking, operating, cleaning, test running & reporting the electrical equipment conditions including fan, AC, TV, water dispenser, refrigerator, grass cutter, etc.						
3. Checking , operating, cleaning, test running & reporting the CATV system, PA system & Intercom system condition, if available						
4. Checking, operating, cleaning, test running & reporting the generators conditions and its panel board, including regular maintenance and fuel refilling when necessary						
<b>D. Safety and Security</b>						
1. Checking , cleaning, test running & reporting the CCTV, CATV system						

2. Checking, operating, cleaning, test running & reporting the fire-fighting system including fire extinguisher, and if available; pumps, motors, engines, controllers, panel boards, pipelines in the pump room, and all fire hydrants and condition.						
3. Checking , cleaning, test running & reporting the condition of perimeter lights system						
<b>E. Reporting</b>						
1. Reading and reporting the daily water and electrical consumption						
2. Reporting the general condition of all facilities						

3. Submission of daily, weekly, and monthly report of the work done including assessment of general condition of all facilities						
<b>F. On Call Service</b>						
1. Provide on call maintenance within two (2) hours upon receiving the request 24 hours a day						

**Section IV. Contract for General Services**

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

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

IOM Office-specific Ref. No.: XXXXXX
IOM Project code: XXXXXX
LEG Approval/Checklist Code: XXXXXX

**SERVICE AGREEMENT**  
**Between**  
**the International Organization for Migration**  
**And**  
**[Name of the Service Provider]**  
**On**  
**[Type of Services]**

This Service Agreement is entered into by the **International Organization for Migration**, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as “**IOM**,” and **[Name of the Service Provider]**, [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction and Integral Documents**

The Service Provider agrees to provide IOM with [insert brief description of services] 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 Terms of Reference
- (d) **Annex D** - Accepted Notice of Award (NOA)

## 2. Services Supplied

2.1 The Service Provider agrees to provide to the IOM the following services (the “Services”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

## 3. Charges and Payments

3.1 The all-inclusive Service fee for the Services under this Agreement shall be [currency code] [amount in numbers] ([amount in words]), which is the total charge to IOM.

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [written report of services provided, hourly rate, number of hours billed, written report of all facilities status, material and spare part expenses, (add/delete as necessary)]

3.3 Payments shall become due [insert number of days in numbers] ([write figure in words]) days after IOM’s receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account: [insert the Service Provider’s bank account details].

3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.5 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

## 4. Warranties

4.1 The Service Provider warrants that:

(a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services 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 of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) 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;
- (i) The Price specified in Article 3.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider 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 thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

4.2 The Service Provider 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.

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

## 5. Assignment and Subcontracting

5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.

5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider 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 Service Provider remains bound and liable thereunder 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.

## 6. Delays/Non-Performance

6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

6.2 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.

## 7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

## 8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's 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 Service Provider shall be available for interview.

## 9. Confidentiality

All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider 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.

## 10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

## 11. 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]

Email: [IOM's email address]

**[Full name of the Service Provider]**

Attn: [Name of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

## 12. Dispute resolution

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

### **13. Use of IOM Name**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

### **14. Status of IOM**

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

### **15. Guarantee and Indemnities**

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

15.2 The Service Provider 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 Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

### **16. 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.

## **17. Termination**

17.1 IOM may terminate this Agreement at any time, in whole or in part.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

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

## **18. 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.

## **19. Entirety**

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

## **20. 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]

## **21. Final clauses**

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

21.2 Amendments 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 Service Provider]

---

Name  
Position  
Date  
Place

---

Name  
Position  
Date  
Place

## Section V. Sample Forms

### Table of Forms

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**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 Service in conformity with the Bidding Document for the total fixed lump sum price of *[insert total bid amount in words and figures and currency]*. *Please see details in Annex A and B.*

I undertake, if my Bid is accepted, to deliver and supply the service 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]*

**Annex A**

(From Scope of Work item point A - E)

**SERVICE OPERATION AND MAINTENANCE STAFF REQUIREMENT**

<b>No</b>	<b>Description A</b>	<b>Number of Days / month B</b>	<b>Unit Price / person / day C</b>	<b>Total Price / month D</b>
1	Two (2) Technician/ Handyman	6 days/week including official public holiday 8AM – 5PM shift 1 12PM – 9PM shift 2 (one day off)	IDR _____	IDR _____ ( D = C x B x A )
2	One (1) General Cleaners	6 days/week including official public holiday 08AM – 5PM (Sunday off)	IDR _____	IDR _____ ( D = C x B x A )
3	Supplies and Materials	Reimbursed to IOM	Reimbursed to IOM	Reimbursed to IOM
4	Tax			
5	Total			

**Annex B**

(From Scope of Work item point F)

**ON CALL MAINTENANCE STAFF REQUIREMENT**

<b>No</b>	<b>Description A</b>	<b>Rate / hour B</b>	<b>Total Price C</b>
1	Carpenter / Mason		IDR _____ ( C = B x A )
2	Electrician / Mechanic		IDR _____ ( C = B x A )
3	Plumber		IDR _____ ( C = B x A )
4	Helper		IDR _____ ( C = B x A )

**Note :**

1. The vendor shall advance the materials and supplies needed in the general maintenance and shall be reimbursed by IOM. The authority for the maintenance vendor to purchase the supplies and materials shall not exceed IDR. 2,000,000/month.
2. The vendor shall seek the approval of IOM for the purchase of supplies or materials that exceeded IDR. 300,000.00/unit price of materials.
3. The vendor shall report to IOM every purchase of materials and show the proof of purchase.

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

Signature of Bidder : \_\_\_\_\_

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



<b>B. Water and Sanitation</b>						
1. Checking, operating, cleaning, test running & reporting the water system including deep well, WTP, pumps (submersible pumps & transfer pumps), panel boards, valves, float switches, pipelines, and de-clogging of pipeline when necessary.						
2. General cleaning of Groundtanks (Raw & Clean water tank), Underground Tanks, Roof Tanks, and control boxes						
3. Checking, operating, cleaning, test running & reporting the of STP system, aerator pumps, aeration line, sludge return line, backwash line and control boxes, de clogging of pipeline when necessary.						

4. General cleaning of the surrounding open and paved areas including grass cutting in unpaved areas and road side areas						
5. General cleaning of the common areas in the detention building, health and utility building and cleaning of wall when necessary						
6. Collecting of garbage inside the facility and disposing them to the garbage collection						
7. General cleaning of storm and drainage canal						
<b>C. Mechanical &amp; Electrical</b>						
1. Checking, operating, cleaning, test running & reporting the electrical system condition including panel boards, wiring, lighting, and power outlets						

2. Checking, operating, cleaning, test running & reporting the electrical equipment conditions including fan, AC, TV, water dispenser, refrigerator, grass cutter, etc.						
3. Checking , operating, cleaning, test running & reporting the CATV system, PA system & Intercom system condition, if available						
4. Checking, operating, cleaning, test running & reporting the generators conditions and its panel board, including regular maintenance and fuel refilling when necessary						
<b>D. Safety and Security</b>						
1. Checking , cleaning, test running & reporting the CCTV, CATV system						

2. Checking, operating, cleaning, test running & reporting the fire-fighting system including fire extinguisher, and if available; pumps, motors, engines, controllers, panel boards, pipelines in the pump room, and all fire hydrants and condition.						
3. Checking , cleaning, test running & reporting the condition of perimeter lights system						
<b>E. Reporting</b>						
1. Reading and reporting the daily water and electrical consumption						
2. Reporting the general condition of all facilities						

3. Submission of daily, weekly, and monthly report of the work done including assessment of general condition of all facilities						
<b>F. On Call Service</b>						
1. Provide on call maintenance within two (2) hours upon receiving the request 24 hours a day						

**MANUFACTURER'S AUTHORIZATION FORM**

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]*<sup>1</sup> for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

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

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

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

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

*[signature, name, and address]*

## BID-SECURING DECLARATION

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

To: IOM International Organization For Migration

I, the undersigned, declare that:

1. I understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I accept that: (a) My company will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Letter; if I have committed any of the following actions:
  - (i) Withdrawn my Bid during the period of bid validity required in the Bidding Documents; or
  - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I failed to timely file a request for reconsideration or (ii) I filed a waiver to avail of said right;
  - (c) I am declared as the bidder with the Lowest Evaluated and Responsive Bid/Highest Rated and Responsive Bid, and I have furnished the performance security and signed the Contract.

\_\_\_\_ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

**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]<sup>1</sup> 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: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> 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.