



**Братство Инох**  
Метална Индустија

Bratstvo INOX Project “Increase of the international competitiveness of Metalna Industrija Bratstvo Inox through pilot automation and creation of a synergy with the educational sector in Ohrid region that will impact production efficiency, increasing of export and engaging young potentials “, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH Project EU for Economic Growth Grant Number 81295133

**INVITATION TO BID NR 01/2023**  
**Procurement of CNC Lathe**

Responses to be received by 10 August 2023  
(12:30 PM N.Macedonia Local Time)



**Братство Инох**  
Метална Индустирија

**Subject:** Procurement of CNC Lathe

**Invitation to Bid (ITB) N°: 01/2023**

Date: 10/07/2023

Dear Sir/Madam,

The GIZ Office (hereinafter the “TENDEROR”) is pleased to invite your company to submit a Bid for [specify the ITB purpose] and as further described in Annex III.

To enable you to submit a Bid, please find enclosed:

- Annex I: Instructions to Bidders;
- Annex II-A: Acknowledgment of Receipt;
- Annex II-B: Certification to be submitted by a Bidder in an TENDEROR Competitive Bidding Procedure;
- Annex II-C: Bidder’s Information Form;
- Annex II-D: Recent References;
- Annex II-E: Price Submission Form;
- Annex III: Description of the Requirements; and
- Annex IV: Terms and Conditions applicable to TENDEROR Contracts.

Your Bid must be received by the TENDEROR no later than **12:30 PM and N.Macedonia Local Time on 10 08 2023 Thursday**. Late bids shall be rejected.

You may submit a Bid to the TENDEROR provided that your organization is qualified, able and willing to supply the goods and/or to perform the works or services specified in this ITB. Participation in this ITB indicates acceptance of the Terms and Conditions applicable to TENDEROR Contracts provided in Annex IV. Failure to comply with the requirements of this ITB and its Annexes may render a Bid ineligible for consideration.

You are kindly requested to acknowledge receipt of this ITB and to indicate whether or not you intend to submit a Bid by completing and returning the form provided in Annex II-A.

We look forward to receiving

your Bid. Yours sincerely,



Братство Инох  
Метална Индустија

Biljana Andreska  
Procurement Officer  
TENDEROR Bratstvo INOX Ohrid Macedonia

**INSTRUCTIONS TO BIDDERS**

Reference: **ITB N° 1/2023**

**PROCUREMENT OF CNC LATHE**

**Supply and Installation of Tools and Equipment for TVET  
Institutions**

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**t**

This document outlines the requirements for presentation of a Bid to be considered by the  
GIZ  
Office.

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ANNEX I

**1. INTRODUCTION**

**1.1 General**

The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the ITB documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid.

**1.2 Eligible Bidders**

Bidders should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates or an individual which have been engaged by the TENDEROR to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods, works or services to be purchased under this Invitation to Bid.

**1.3 Cost of Bid**

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDEROR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

**1.4 ITB Schedule Summary**

- |  |
|--|
| <ul style="list-style-type: none"><li>• ITB release date: 10/07/2023</li><li>• Site visit or bidders' conference (if applicable): Not applicable</li><li>• Clarification questions, if any, related to this ITB must be submitted to biljana@brastvoinox.com.mk : 20/07/2023, <b>COB</b></li></ul> |
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ANNEX I

- TENDEROR response to clarification questions by: 31/07/2023
- **Bids Receipt Deadline:** **10 August 2023 12:30 PM N.Macedonia Local Time**
- Estimated Contract Signature Date: 31/08/2023
- **Estimated Contract Start Date:** 01/09/2023

**1.5 Site Visit / Bidders' Conference**

Not applicable

**1.6 Clarification Questions**

A Bidder requiring any clarification of the ITB documents may notify the TENDEROR in writing. The TENDEROR's response will be made in writing to any request for clarification received by the deadline indicated above. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the ITB documents.

**2 BIDDING CONDITIONS**

**2.1 Acknowledgment of Receipt**

The Bidder is requested to return promptly the Acknowledgement of Receipt form provided in Annex II-A, duly completed and signed, even if it is not intending to submit a Bid.

**2.2 Number of Copies, Format and Signing of Bid**

The Bidder shall submit one original and

1 (one) copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the Original Bid shall prevail. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder i.e., by a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary, to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**2.3 Submission and Receipt of Bids**

It is the responsibility of the Bidder to ensure that a Bid is submitted to the TENDEROR strictly in accordance with the stipulations in the solicitation documents.

**Bids must be received on or before 10 August 2023 12:30 PM N.Macedonia**

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**ANNEX I**

**time** . Bids and modifications to Bids received after the bid receipt deadline will be rejected. Bids must include all the documents requested in these Instructions to Bidders and shall be submitted by:

**Registered Mail** (official postal service) to: Bratstvo Inox ,  
7mi Noemvri BB Ohrid

**Or**

**Hand-delivered** (including by courier services) directly to the above TENDEROR address in return for a signed and dated receipt.

Bids submitted by any other means will be rejected.

Bids must be submitted using an inner and outer envelope. The original and the copy of the Bid should be placed in separate sealed envelopes marked as “Original” and “Copy”. The envelopes containing the original and the copies shall then be enclosed in one single outer parcel.

**Where there is any infringement of these instructions (e.g., envelopes are unsealed or not marked as required), TENDEROR will assume no responsibility for the misplacement or premature opening of a Bid.**

The outer parcel shall be sealed and bear the following information:

- a) the address for submission of Bids indicated above;
- b) the reference of the ITB to which the Bidder is responding;
- c) the name and address of the Bidder, to enable the Bid to be returned unopened if it is declared to have been received “late”.

In addition, the information set out below should appear on both sides of the parcel:

**ITB N° 1/2023  
PROCUREMENT OF CNC  
LATHE**

**CONFIDENTIAL**

**DO NOT OPEN  
BEFORE  
10 August 2023 12:30 PM  
N.Macedonia Time**

In addition, the information below should appear on both sides of the inner envelope:

**CONFIDENTIAL  
To be opened by the Evaluation Panel  
ONLY**

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## **2.4 Official Language**

The Bid and all correspondence and documents related to the Bid shall be written in the English or Macedonian language.

## **2.5 Correspondence**

Any communication in connection with this ITB should be addressed in writing to the E-mail address mentioned in paragraph 1.4 above. All correspondence should quote the reference number of the ITB. Bidders are requested **not** to contact the TENDEROR after the closing time, i.e. during the ITB assessment period.

## **2.6 No Consultation**

A Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the ITB, for the purpose of restricting competition;
- disclose its price, directly or indirectly, to any other Bidder or competitor, except in the case of provision of standard public price lists;
- make any attempt to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.

If a Bidder is found to be in breach of any of these instructions, the TENDEROR reserves the right to exclude the Bidder from the procedure and reject its proposal.

Nothing in this paragraph shall restrict the right of a Bidder to form a joint venture, a consortium or an association for the purpose of submitting a Bid.

## **2.7 Contract Conditions**

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these ITB documents.

By submitting a Bid, the Bidder accepts in full and without restriction these instructions. It also accepts the Terms and Conditions applicable to TENDEROR Contracts (Annex IV) being relied on for this bidding procedure and resulting contract, irrespective of the provisions of the Bidder's own conditions of sale, which it hereby waives.

The TENDEROR reserves the right to decline to consider without further comment any Bid which does not accept the Terms and Conditions applicable to TENDEROR Contracts set out in Annex IV.

## **2.8 Work on TENDEROR Premises**

If the Bidder's personnel are required to work on TENDEROR premises, they shall comply with the security and safety and health arrangements established by the

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ANNEX I

TENDEROR, including applicable provisions of local legislation. Where applicable, the Bidder shall be responsible for obtaining valid entry visas and work permits for its employees or sub-contractors and contract commencement may be subjected to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.

**2.9 Bid Currency**

All prices shall be quoted in EUR .

**2.10 Incomplete Bids**

TENDEROR may reject a Bid that does not provide all the information requested which is necessary for assessment of the Bid by the TENDEROR.

**2.11 Changes to Bids**

Changes or amendments to Bids will only be accepted if they are received before the deadline for receipt of Bids and shall be submitted in accordance with the instructions given above. The envelope shall be clearly marked “Change(s) to Bid”.

**2.12 Material Change(s) in Circumstances**

The Bidder shall inform the TENDEROR of any change(s) of circumstances arising during the ITB process, including but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Bidder or its major sub-contractors;
- a change to any information on which the TENDEROR may rely in assessing Bids.

**2.13 ITB Document, Specifications, Drawings**

The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by the TENDEROR are issued solely for the purpose of enabling a Bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to Bidders shall remain the property of the TENDEROR.

**2.14 Sub-Contracting**

Sub-contracting of work to be undertaken as a result of this ITB is permitted. The TENDEROR reserves the right to approve any subcontractor that was not included in the ITB Submission Form and request a copy of the sub-contracting agreement between the Bidder and its subcontractor(s).

**2.15 Bid Validity**

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**ANNEX I**

The validity of a Bid shall be six (6) months commencing from the time and date of the closure of Bids stated in paragraph 2.3 above. The TENDEROR reserves the right to request an extension of the period of validity of Bids, and to modify or exclude any of the terms of this ITB, at its sole discretion.

**2.16 Notification of Contract Award**

The TENDEROR will evaluate the Bids based on the Bidders' responses to the requirements set out in the ITB documents. Each Bidder will be informed of the decision reached concerning the award of the contract.

**2.17 Publicity**

During the ITB process, a Bidder is not permitted to create any publicity in connection with the ITB

**3 CONTENT OF BID**

Each Bid shall comprise the following documents:

**3.1 Certification to be submitted by a Bidder in an TENDEROR Competitive Bidding Procedure (Annex II-B)**

The TENDEROR expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

**3.2 Bidder's Information Form (Annex II-C)**

The Bidder's Information Form explicitly indicates that the Bidder accepts in full and without restriction the Terms and Conditions applicable to TENDEROR Contracts.

Each Bidder shall attach to this Annex the following mandatory documents:

- a) Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
  - b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the situation at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
  - c) A copy of the last three financial statements of the Bidder, certified by independent auditors.
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## ANNEX I

### **3.3 Recent References (Annex II-D)**

Bidders must provide details of three contracts entered into during the past five years which are similar in nature to that arising from this ITB. The information in Annex II-D must include, as a minimum:

- Client name, location, and date of project;
- Description of goods provided and works or services performed;
- Contract value;
- Contact details for references.

### **3.4 Price Submission Form (Annex II-E)**

Bidders shall complete this form, providing the price breakdown information sought and attach all required documents.

The Bids shall be checked for any arithmetic errors in computation and summation. Any arithmetical errors will be corrected without prejudice to the Bidder as follows:

- Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate by the corresponding quantity, the unit rate shall prevail and the total amount shall be corrected. If, in the opinion of the TENDEROR, there is an obvious error in the unit rate, the total amount as quoted shall prevail and the unit rate shall be corrected.
- If there is a discrepancy between words and figures in Annex II-E the amount in words will prevail. Amounts corrected in the manner mentioned above shall be binding on the Bidder. If the Bidder does not accept the corrections, its Bid shall be rejected.

## **4 EVALUATION OF BIDS AND CONTRACT AWARD**

### **4.1 Preliminary Evaluation**

Prior to the detailed evaluation of each Bid, the TENDEROR will undertake a preliminary examination. Bids will not be considered for further evaluation in cases where:

- a) They are incomplete (i.e. do not include all required documents as specified in Annex I, Instructions to Bidders, Clause 3: Content of Bid);
- b) The Original Proposal is not signed by the duly authorized individual of the organization/company, as specified in Annex I, Instructions to Bidders, Clause 2.2: Number of Copies, Format and Signing of Bid;
- c) The validity period of the Bid is not in accordance with the requirements of the ITB as specified in Annex I, Instructions to Bidders, Clause 2.15: Bid Validity.

### **4.2 Evaluation of**

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## ANNEX I

### **Bids**

Bids will be reviewed and evaluated by an Evaluation Panel in accordance with the following criteria:

- Compliance with the requirements relating to technical design features or the product's ability to satisfy functional requirements;
- Compliance with the Terms and Conditions applicable to TENDEROR Contracts;
- Compliance with delivery or installation deadlines set by the TENDEROR;
- Compliance with the price and payment conditions set out in the ITB;
- Proof of after-sales service capacity and appropriateness of the Bidder's service network.

The Bids will be evaluated to determine compliance with the Requirements specified in the ITB. "Compliance" is defined as compliant or not compliant with each of the Requirements identified in Annex III.

If the Requirements are grouped in multiple Lots, evaluation will be based on compliance with the requirements of each Lot and the total cost of each Lot, taking into consideration that the TENDEROR may contract separately for each Lot.

### **4.3 Award of the Contract**

The TENDEROR will award the contract to the lowest priced, technically qualified Bidder.

The TENDEROR reserves the right to accept or reject any Bid in whole or in part, to annul the solicitation process and reject all Bids at any time prior to the issue of the purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the TENDEROR's decision(s).

Awarding of the contract arising from this ITB will be made at the absolute discretion of the TENDEROR. The TENDEROR's decision to award the contract to a preferred Bidder shall not be questioned by any other Bidder.

The Contract or the benefit of the Contract shall not be assigned, subcontracted or otherwise transferred by the successful Bidder in whole or in part, without TENDEROR's prior written consent, to be given at its sole discretion.

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**ANNEX II**

**FORMS TO BE  
COMPLETED AND  
TO BE SUBMITTED BY THE  
BIDDER**

- **ANNEX II-A: Acknowledgement of Receipt**
  - **ANNEX II-B: Certification to be submitted by a Bidder in an  
TENDEROR Competitive  
Bidding Procedure**
  - **ANNEX II-C: Bidder's Information Form**
  - **ANNEX II-D: Recent References**
  - **ANNEX II-E: Price Submission Form**
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**ACKNOWLEDGEMENT OF RECEIPT**

To be returned to:

**Brastvo INOX 7mi Noemvri BB Ohrid**

Fax:

E-mail: [biljana@brastvoinox.com.mk](mailto:biljana@brastvoinox.com.mk)

Reference: **ITB N° 1/2023 PROCUREMENT OF CNC LATHE  
Supply and Installation of Tools and Equipment for TVET Institutions.**

WE ACKNOWLEDGE RECEIPT OF ALL BID DOCUMENTS FOR THE ABOVEMENTIONED ITB (Note: In event of missing elements, contact the TENDEROR Office mentioned above)

WE INTEND TO SUBMIT A BID

WE WILL NOT BID FOR THE FOLLOWING REASONS:

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.....  
.....  
.....

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Bratstvo INOX

Signature:

Name: .....

Position:

.....

Tel/Fax:

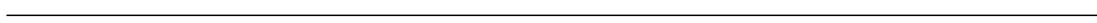
.....

E-mail:

.....

Date:

.....



COMPANY STAMP

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ANNEX II-  
B

**CERTIFICATION TO BE SUBMITTED BY A  
BIDDER IN AN TENDEROR COMPETITIVE  
BIDDING PROCEDURE**

**ITB N° 1/2023 PROCUREMENT OF CNC LATHE - Supply and Installation of  
Tools and Equipment for TVET Institutions**

Date:  
06/10/2020

The TENDEROR expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the TENDEROR's Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the TENDEROR.
4. The Bidder (parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).<sup>1</sup>
5. The Bidder (parent company and/or any subsidiaries) will not use the funds received under any contract with the TENDEROR to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The Bidder (parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The TENDEROR reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this  
declaration:

“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

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## Bratstvo INOX

“collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

“conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

<sup>1</sup> The Consolidated List can be found at the website:  
[www.un.org/sc/committees/1267/consolist.shtml](http://www.un.org/sc/committees/1267/consolist.shtml).

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The undersigned certifies/y to be duly authorized to sign this Certification on

**B**

behalf of the Bidder. Name and Position      Signature

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**BIDDER'S INFORMATION FORM**

I, the undersigned, by submitting this Bid, hereby confirm that these instructions are accepted in full and without restriction, including the Terms and Conditions applicable to TENDEROR Contracts being used for this bidding procedure and resulting contract.

<b>1. SUBJECT</b>	
Invitation to Bid	ITB No. ITB-Nr 1 /2023, Bratstvo INOX
Requirements:	Procurement of CNC Lathe

<b>2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR</b>	
Bidder:	[Insert Full Name of the entity submitting a bid]

<b>3. BIDDER INFORMATION<sup>1</sup></b>	
Corporate Name:	
Legal Status:	
Authorised Capital:	
Headquarters Address:	
Place of Business Address:	
Telephone:	
Fax:	
Trade Registered N°:	
VAT N°:	
Date established:	
Permanent Workforce:	
Number of Secondary Offices:	
Names of Main Managerial Staff:	1) 2) 3)
Names and Job Positions of Person Authorized to represent the	1) 2) 3)
Certification (if any):	
Accreditation (if any):	[Type and Validity]

Turnover, Net Income for the past Three Financial Years:				
[Currency]	Year 1 [i.e. 2020]	Year 2 [i.e. 2021]	Year 3 [i.e. 2022]	Average
Turnover				
Net Income (+/-)				
Comments				

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<sup>1</sup> This information shall be provided by **each** member of the consortium and any subcontractor(s).  
<sup>2</sup> Bidders not yet registered with UNGM are encouraged to do so as soon as possible. More information on the registration process are available at

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<https://www.ungm.org/Vendor/Registration>

**ANNEX II-C**

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4. SUMMARY OF WORK DISTRIBUTION			
	Name	Scope of	% of the Proposal Price
[Bidder]			
[if applicable]			
[Sub-contractor]			
[Sub-contractor]			
[Sub-contractor]			

**5. MANDATORY DOCUMENTS**

As requested in Annex I, Instructions to Bidders, Clause 3.2: Bidder's Information Form, the following documents are attached to this form:

- a) Certificate(s) conforming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
- c) A copy of the last three financial statements by the Bidder, certified by independent auditors.

**COMPANY STAMP**

Signature:

.....

Name:

.....

Position:

.....

Tel/Fax:

.....

E-mail:

.....

Date:

.....

**RECENT  
REFERENCES  
RELEVANT EXPERIENCE WITHIN THE PAST  
FIVE YEARS**

Each Bidder will provide, in the sample table below, the reference information of up to three (3) contracts of a similar nature to that envisaged as arising from this ITB. The information must include as a minimum:

- Client name, location, and date of execution;
- Description of Goods provided and Works or Services performed;
- Order or Contract value of Goods, Works and/or Services provided;
- Contact details for checking references.

	<b>Client Name, Location, and Date of Execution</b>	<b>Description of Goods and/or Works/Services Performe</b>	<b>Contract Value (Currency)</b>	<b>Contact Details for Reference Chec</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				

**PRICE SUBMISSION  
FORM**

**TO BE RETURNED ON BIDDER'S  
LETTERHEAD**

**ITB N° 1/2023 PROCUREMENT OF CNC LATHE -**

Date  
:10.  
07  
2023

Dear  
Sir/Madam,

Having examined this Invitation to Bid including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we the undersigned, offer to execute and complete the Requirements, in accordance with the Terms and Conditions applicable to TENDEROR Contracts, for the following Total Contract Price, net of any direct taxes or customs duties and other import taxes:

<b>TOTAL CONTRACT PRICE</b>	Total amount without VAT/Import Tax/ Others as applicable:	EUR
	VAT/Import Tax & Others as Applicable	EUR
	Total amount all inclusive	EUR

We understand that the TENDEROR is not bound to accept any Bid it may receive.

Our Price Submission Form includes the following documents:

- Priced List of Goods and/or related Works and Services
- Priced Bill of Quantities
- Other Price Breakdown List

**COMPANY STAMP**

Signature:

.....

Name:

.....



**Bratstvo INOX**

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Position:

.....

Tel/Fax:

.....

E-mail:

.....

Date:

.....

**DESCRIPTION OF THE REQUIREMENTS**

[Annex III shall consist of the Scope of Works, Technical Specification, Bill of Quantities, Drawings, etc.]

**TERMS AND CONDITIONS APPLICABLE TO  
TENDEROR CONTRACTS**

**1. THE  
PARTIES**

- 1.1. **LEGAL STATUS OF THE PARTIES:** The GIZ Organization, represented by the GIZ Office (**TENDEROR**), and the Contractor (referred to individually as a “**Party**” and together as the “**Parties**”) have the following legal status:
- 1.1.1. The GIZ Organization has full juridical personality, including the ability to contract and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes pursuant to the Constitution of the GIZ Organisation. Nothing in or related to the Contract will be deemed a waiver of any of the privileges and immunities of the GIZ Organization recognized in the Convention on the Privileges and Immunities of the Specialized Agencies (1947), and relevant national and international law.
- 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

**2. CONTRACT DOCUMENTS AND  
VALIDITY**

- 2.1. **NATURE OF THE CONTRACT:**
- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
- 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
- 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
- 2.1.2.2. Terms and Conditions applicable to TENDEROR Contracts (**Annex 1**); and
- 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex 2, 3,** etc).
- 2.1.3. Unless otherwise included in any of the documents listed in paragraph **2.1.2.**, the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.
- 2.2. **VALIDITY:** The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.
- 2.3. **NON-EXCLUSIVITY:** The TENDEROR may purchase goods or equipment (referred together to as “**Goods**”), or contract for works or services (referred together to as “**Services**”) of the same or similar kind and quality described in the Contract from any other source at any time.
- 2.4. **COMMUNICATIONS:** Communications (e.g., notices, documents) will be addressed to:
- Biljana Andreska  
Bratstvo INOX  
7mi Noemvri BB Ohrid N.Macedonia  
biljana@bratstvoinox.com.mk

**3. PRICE AND  
PAYMENT**

- 3.1. **PRICE AND CURRENCY:** The price and currency specified in the Contractor’s offer

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are firm and not subject to revision. The TENDEROR's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.

- 3.2. **PAYMENT:** Upon receipt of the Contractor's written invoice and any related supporting documentation, the TENDEROR will effect payment, normally within thirty (30) days, by bank transfer (the TENDEROR will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:
- 3.2.1. number of the Purchase Order/Contract Document that it relates to;
  - 3.2.2. invoiced amount (without the rounding of currency decimals and exclusive of VAT, duties or charges); and
  - 3.2.3. date of the delivery of Goods or the completion of Services.
- In no event will complete or partial payment by the TENDEROR, in and of itself, constitute acceptance of the Goods or Services.
- 3.3. **TAX EXEMPTION:** The bid should be submitted with both VAT included and Excluded.
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recognize the TENDEROR's exemption from such taxes, duties or charges, the Contractor will immediately consult with the TENDEROR to determine a mutually acceptable procedure.

**4.  
PERFORMAN  
CE**

- 4.1. **PACKAGING:** Where packaging is required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.1.1. The Contractor will package and mark all Goods for shipment and delivery in accordance with the highest standards of commercial packaging for the type and quantity of the Goods and the modes of transport used and the packaging will comply with any requirements imposed by applicable laws and standards. In addition, the Contractor will ensure that:
    - 4.1.1.1. packaging will be sufficient to withstand local conditions, including rough handling, exposure to extreme climate conditions, dusty environments, salt and precipitation, and open storage for up to several months after arrival at the Consignee's destination specified in the Purchase Order/Contract Document;
    - 4.1.1.2. packing container sizes and weights will be determined by reference to the conditions prevailing at the final destination, including where relevant, the absence of mechanical equipment for loading and offloading;
    - 4.1.1.3. dangerous or combustible Goods will be packed separately, in accordance with the highest safety standards of commercial packaging, and marked as containing dangerous or combustible Goods; and
    - 4.1.1.4. no markings on the outside of the packaging indicate the contents of the box. Boxes in shipments consisting of multiple boxes will be numbered and will identify the total number of boxes in the shipment (i.e., box 1 of 5, 2 of 5, etc.). A packing slip will be placed inside each box with all details of its contents. Packing lists will state complete shipping marks, number of boxes, contents, gross and net weights in kilograms of each box, measurements and volume in cubic meters.
  - 4.1.2. The Contractor will have no right to the return of packing materials.
  - 4.1.3. Any costs relating to or arising from packaging or marking deficiencies or deviations from the Contract will be borne by the Contractor.
- 4.2. **SHIPMENT, TRANSPORT, DELIVERY:** Where shipment, transport and delivery are required, the following terms (including in any INCOTERM or similar trade term) apply:
- 4.2.1. The Contractor is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of the Contractor's obligations under the Contract, including obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for the shipment, transportation and delivery, including, as applicable, the importation and exportation of Goods.
  - 4.2.2. All costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any permits, licenses, certifications, registrations, approvals or authorizations will be borne by the Contractor.
  - 4.2.3. The Contractor will insure the Goods against all risks, including war, strike and riot, until delivery at the final destination. The value of the Goods will be calculated on the basis of cost and freight plus ten (10) per cent. A duplicate of the insurance certificate will be sent to the TENDEROR and the original to the Consignee.
  - 4.2.4. The Contractor will ensure that the Consignee receives all necessary transport documents in a timely manner, so as to enable the Consignee to take delivery in accordance with the requirements of the Contract. A duplicate of all necessary transport documents will be sent to the TENDEROR in advance of the transport and delivery.

4.2.5. Partial shipment and the combining of Goods supplied against different Purchase Orders to the same

Consignee are not allowed, except with the prior written authorization of the TENDEROR.

4.3. **INSPECTION, ACCEPTANCE, REJECTION:** Where inspection and acceptance or rejection are required, the following terms apply:

4.3.1. Delivery will not be deemed, in and of itself, as constituting acceptance by the TENDEROR.

4.3.2. Neither delivery into the physical custody of the Consignee nor complete or partial payment by the TENDEROR or the Consignee constitute acceptance. The Consignee will have sixty (60) days after physical delivery into its custody has been completed in accordance with the Contract, to inspect and accept or reject the Goods for defects or other failures to meet the Contract's requirements. After sixty (60) days the Goods will be deemed to have been accepted by the Consignee.

4.3.3. The Consignee's inspection of the Goods, failure to inspect and accept or reject the Goods, and acceptance or rejection of the Goods will not relieve the Contractor from its responsibility, nor impose liability on the Consignee or the TENDEROR, for defects or nonconforming Goods. In addition to all other remedies available under the Contract, the Consignee or the TENDEROR may reject all Goods that do not conform to the terms and conditions of the Contract.

4.3.4. Goods in the possession of the Consignee or the TENDEROR that have been rejected by the Consignee or the TENDEROR will be removed at the Contractor's expense within such period as the Consignee or the TENDEROR may specify in its notice of rejection. Upon such notice to the Contractor, the Goods or any part thereof will be held at the Contractor's risk and expense including, if necessary, the cost of transfer to and storage at a commercial or bonded warehouse, and no liability will attach to the Consignee or the TENDEROR for any loss or damage thereto. The payment of any customs duties which may be required on rejected Goods that were imported duty free is the Contractor's responsibility. Should the Contractor fail to remove the Goods as required by the notice

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**ANNEX IV**

- of rejection, the Consignee or the TENDEROR may dispose of the rejected Goods in such manner as the Consignee or the TENDEROR deem appropriate, without any liability owed to the Contractor whatsoever.
- 4.4. **TITLE:** Title to the Goods will not pass to the TENDEROR until the Consignee has accepted the Goods. Accordingly, the Contractor assumes all liabilities associated with appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the Goods until title to the Goods has passed to the TENDEROR.
- 4.5. **ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.6. **ITEMS FURNISHED BY THE TENDEROR TO THE CONTRACTOR:** Where Goods are funded or provided by the TENDEROR to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
- 4.6.1. The Contractor acknowledges and agrees that the TENDEROR hereby disclaims any and all warranties regarding the functionality or installation of such Goods. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other Goods necessary for installation), maintenance and functioning of all the Goods funded or provided by the TENDEROR under the Contract.
- 4.6.2. The Contractor will promptly report to the TENDEROR each loss, damage or theft of such Goods.
- 4.6.3. Title to the Goods that may be funded or provided by the TENDEROR to the Contractor will be retained by the TENDEROR.  
The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such Goods, or to any other item that is the subject matter of the Contract.
- 4.6.4. Upon the termination or expiration of the Contract, all such Goods will be returned to the TENDEROR in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such Goods, or other disposal as the TENDEROR may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such Goods. The Contractor will compensate the TENDEROR for actual costs of any loss of, damage to or deterioration of such Goods that is beyond normal wear and tear.
- 4.7. **INSTALLATION, MAINTENANCE, TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms apply:
- 4.7.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
- 4.7.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.7.3. The TENDEROR and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.7.4. In addition, where training is required the Contractor will train any persons identified by TENDEROR or the Consignee in the installation, operation, maintenance, etc. of the Goods or Services described in the Contract.
- 4.8. **ACCESS:** If some or all of the contractual obligations will be performed on TENDEROR premises, the TENDEROR will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with TENDEROR security requirements and any other relevant TENDEROR rules, regulations and guidelines while on TENDEROR premises, as well as with the instructions given by designated TENDEROR officials.
- 4.9. **RESPONSIBILITY FOR PERSONNEL:**
- 4.9.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.

- 4.9.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel,  
which will permit that Party to effectively perform its obligations under the Contract.
- 4.9.3. Without prejudice to any other right or remedy available under the Contract, the TENDEROR reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.
- 4.9.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.9.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment of the TENDEROR's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the TENDEROR.
- 4.10. INSURANCE:**
- 4.10.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
- 4.10.1.1. illness, injury and death; and
- 4.10.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.10.2. Time lost as a result of the occurrence of the risks identified in subparagraphs **4.10.1.1** or **4.10.1.2** will not be chargeable to the TENDEROR.
- 4.10.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the TENDEROR and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.
- 4.10.4. Where required by the TENDEROR and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the TENDEROR), the Contractor's insurance policies will:
- 4.10.4.1. name the TENDEROR as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
- 4.10.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the TENDEROR; and
- 4.10.4.3. provide that the TENDEROR will receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.
- 4.10.5. The Contractor will take out any other insurance required by the TENDEROR and as specified in the Purchase Order/Contract Document.
- 4.10.6. Upon written request by the TENDEROR, the Contractor will provide the TENDEROR with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.
- 4.11. INDEMNIFICATION:**
- 4.11.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.11.2. The Contractor will indemnify and hold the TENDEROR harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the TENDEROR, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's



- acts or omissions or those of the Contractor's Personnel.
- 4.11.3. The Contractor will immediately notify the TENDEROR upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the TENDEROR or which could adversely affect the TENDEROR.

## **5. ASSIGNMENT AND SUBCONTRACTING**

- 5.1. **ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the TENDEROR. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the TENDEROR.
- 5.2. **SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the TENDEROR of the subcontractor selected. The authorization and approval by the TENDEROR of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Goods and Services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the TENDEROR of the subcontractor selected, the Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

## **6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

- 6.1. **PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:**
- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the TENDEROR to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the GIZ Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the TENDEROR to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the GIZ Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the TENDEROR, upon request at reasonable times and in reasonable places.

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- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to TENDEROR authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the TENDEROR's authorized officials full particulars of  
all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the TENDEROR, the Contractor will take all necessary steps to execute all necessary documents and generally assist the TENDEROR in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the TENDEROR under paragraph 6.1.2 includes any intellectual property:  
6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or  
6.1.7.2. of a third-party;  
the Contractor grants to the GIZ Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The GIZ Organization will not claim any ownership interest in the intellectual property described in subparagraphs 6.1.7.1 or 6.1.7.2.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the TENDEROR with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the TENDEROR by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:  
6.1.9.1. procure for the TENDEROR the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the TENDEROR;  
6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the TENDEROR, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,  
6.1.9.3. refund to the TENDEROR the full price paid by the TENDEROR for the right to have or use such Proprietary Items and Intellectual Property or part thereof.
- 6.2. **CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:**
- 6.2.1. Unless otherwise made public with the authorization of the TENDEROR, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
- 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the TENDEROR, any Proprietary Items, Intellectual Property or other information known by reason of its association with the TENDEROR, which has not been made public, except with the authorization of the TENDEROR; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the TENDEROR. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other information, it will give the TENDEROR sufficient prior notice of the request to disclose in order to allow the TENDEROR to have a reasonable opportunity to take protective measures or such

other action as may be appropriate.

6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:

6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or

6.2.3.2. provide compensation to the TENDEROR for the cost of replacing or repairing the lost or damaged Proprietary

Items, Intellectual Property or other information.

**6.3. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:**

6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the TENDEROR.

6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the GIZ

Organization or of the GIZ Office, including their abbreviations, in connection with the

Contractor's business or otherwise.

6.3.3. In reporting its procurement activities, the TENDEROR may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

**7. ETHICAL CONDUCT**

7.1. **LABOUR CLAUSES:** The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:

7.1.1. The following principles concerning GIZ standards of the GIZ Organization:

7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form

of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;

7.1.1.2. the prohibition of forced or compulsory labour in all its forms;

7.1.1.3. equal remuneration for men and women for work of equal value;

7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination

on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;

7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;

7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;

7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.

7.1.1.8. the provision of wages, hours of work and other conditions of work not less

favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever offers the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

- 7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and
- 7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.
- 7.2. **PERSONNEL NOT TO BENEFIT:**
- 7.2.1. The TENDEROR requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the TENDEROR provides the following definitions:
- 7.2.1.1. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;
- 7.2.1.2. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
- 7.2.1.3. “conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
- 7.2.1.4. “collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
- 7.2.1.5. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the TENDEROR’s interests during the procurement process or the execution of the Contract.
- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the TENDEROR in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the TENDEROR, or in any situation in which any TENDEROR official, employee or person under contract with the TENDEROR may have, or appears to have, an interest of any kind in the Contractor’s business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the TENDEROR may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the TENDEROR.
- 7.2.4. Without prejudice to any other right or remedy available under the Contract, the TENDEROR reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the TENDEROR or contracting with the TENDEROR, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

## 8. FULL DISCLOSURE

- 8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the TENDEROR of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with<sup>4</sup> any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**)<sup>5</sup>; and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

## 9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

- 9.1. **DELAY:**
- 9.1.1. Should the Contractor encounter conditions that do not constitute Force majeure and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the TENDEROR in writing with full particulars of the Delay, including its likely duration, and its cause. At the TENDEROR's request, the Contractor and the TENDEROR will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the TENDEROR will have the right to:
- 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
- 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
- 9.1.2.3. procure all or part of the Goods or Services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the TENDEROR resulting from the procurement of the Goods or Services from other sources and the TENDEROR may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the TENDEROR to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the TENDEROR to suspend the Contract under subparagraph **9.1.2.1** and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the TENDEROR and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.
- 9.2. **FORCE MAJEURE:**
- 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (**Force Majeure**) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.
- 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the Force Majeure event, the other Party in writing with full particulars of the Force Majeure event, including

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its likely duration, the estimated expenditures that will likely be incurred for the duration of the Force Majeure event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.

- 9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of Force Majeure to perform its obligations and meet its responsibilities under the Contract and where the Force Majeure event exists beyond sixty (60) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.

- 9.3. **NOTICE OF DELAY AND FORCE MAJEURE:** If notice is not received by a Party in accordance with paragraphs 9.1.1 or 9.2.2, the Party who fails to notify of the Delay or Force Majeure event will be liable for damages resulting from such non-receipt, except where the Delay or Force Majeure event also prevents transmission of the notice.

- 9.4. **LIQUIDATED DAMAGES:** Without prejudice to any other right or remedy available under the Contract, the

Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the TENDEROR. The Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the TENDEROR, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the TENDEROR and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the TENDEROR reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the TENDEROR to the Contractor.

## **10. TERMINATION**

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<sup>4</sup> United Nations Security Council Resolution 1617 defines "associated with" and it is available at

<http://www.un.org/sc/committees/1267/resolutions.shtml>

<sup>5</sup> The 1267 Consolidated List is available at [www.un.org/sc/committees/1267/consolist.shtml](http://www.un.org/sc/committees/1267/consolist.shtml).

### **10.1. TERMINATION BY THE TENDEROR:**

- 10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the TENDEROR may terminate the Contract immediately by written notice in the event that the Contractor:

10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance

of the Contract regardless of when the misrepresentation is discovered;

10.1.1.2. becomes bankrupt, otherwise insolvent, or the TENDEROR reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;

10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure

- within sixty (60) days following receipt of a written notice by the TENDEROR;
- 10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;
- 10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or
- 10.1.1.6. the TENDEROR's activities are curtailed or terminated.
- 10.1.2. Upon receipt of notice of termination by the TENDEROR, the Contractor will take immediate steps to stop production or delivery of any Goods or bring any work or services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.
- 10.1.3. If the Contract should be terminated by the TENDEROR, the TENDEROR will make all payments which may be due up to the effective date of termination for any Goods or Services satisfactorily delivered or performed and accepted by the TENDEROR.
- 10.2. TERMINATION BY THE CONTRACTOR:**
- 10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the TENDEROR:
- 10.2.1.1. fails to make payments which are due under the Contract and the TENDEROR does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or
- 10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the TENDEROR does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.

## **11. WARRANTY**

### **11.1. WARRANTY OF GOODS:**

- 11.1.1. In addition to conforming to the specifications contained in the Contract with respect to their quantity, quality, description and full compatibility with conditions prevailing in the final place of destination, the Contractor warrants that the Goods:
- 11.1.1.1. will be new and unused, free from defects, and will conform to their respective product specifications which are incorporated by this reference in the Contract;
- 11.1.1.2. are fit for the purposes for which such Goods are ordinarily used and for purposes made expressly known in writing in the Contract;
- 11.1.1.3. are free from any right or claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights. The Contractor will indemnify, defend and hold harmless the TENDEROR from any actions or claims brought against the TENDEROR pertaining to the alleged infringement of any such third-party rights;
- 11.1.1.4. are securely contained, packaged and marked, taking into account the modes of transport, in a manner so as to protect the Goods during delivery to their final destination; and
- 11.1.1.5. conform with all applicable technical, safety, health and environment protection standards or recommendations, including those relating to TENDEROR conventions on safety and health.
- 11.1.2. Where the Contractor is not the original manufacturer of the Goods, the Contractor will provide the TENDEROR with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
- 11.1.3. With the exception of subparagraph **11.1.1.4**, all warranties set forth in paragraph **11.1** will remain fully valid following the delivery of the Goods at the final destination for a period of not less than one (1) year.
- 11.1.4. During the period in which the Contractor's warranties are in effect, upon notice by the TENDEROR that the Goods do not conform to the terms or requirements of

ANNEX IV

the Contract or other breach of the warranties set forth in paragraphs **11.1.1** and **11.1.2**, the Contractor will immediately undertake, at its sole expense, best efforts to cure such defects and non-conformities in the delivered Goods, or other breach of the warranties. If the Contractor is unable to correct such defects and non-conformities promptly, but in no case longer than fifteen (15) days, the Contractor will immediately replace the defective Goods with Goods of the same or better quality; or, at its own cost, remove the defective Goods and fully reimburse the TENDEROR for the price paid for the defective Goods.

11.1.5. Without prejudice to any other right or remedy available under the Contract, in the event that the Contractor fails to meet its obligations under paragraph **11.1.4**, the TENDEROR has the right to independently replace or repair the Goods and the Contractor will be obligated to reimburse the TENDEROR for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the TENDEROR to the Contractor.

**11.2. WARRANTY OF SERVICES:**

11.2.1. The Contractor warrants that any Services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the Services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the Services without prior written approval of the TENDEROR.

11.2.2. If the Services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.

11.2.3. If any defect or failure in the Services cannot be rectified by remedial measures within the period agreed by the TENDEROR and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the TENDEROR has the right to independently replace or repair the Services and the Contractor will be obligated to reimburse the TENDEROR for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the TENDEROR to the Contractor.

**12.  
MISCELLANEOUS**

12.1. **CHANGE ORDERS:** The TENDEROR may, by written notification, increase or decrease the number of items or the scope of Services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of TENDEROR's change order.

12.2. **AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the TENDEROR and the Contractor by persons duly authorized to do so.

12.3. **NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.

12.4. **SURVIVAL:** The obligations contained in paragraphs **4.10** (Insurance); **4.11** (Indemnification); **6.1** (Proprietary Items and Intellectual Property Rights); **6.2** (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); **6.3** (Publicity and Use of the Name, Emblem or Official Seal); **11.1** (Warranty of Goods); and **11.2** (Warranty of Services) survive the termination or



expiration of the Contract.

- 12.5. **LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph **12.4**) must be asserted within six (6) months after the termination or expiration of the Contract.

### **13. SETTLEMENT OF DISPUTES**

- 13.1. **AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. **ARBITRATION:** Unless settled amicably under paragraph **13.1**, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the **UNCITRAL** Arbitration Rules then prevailing. In addition:
- 13.2.1. the place of arbitration will be Geneva;
  - 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
  - 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
  - 13.2.4. the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. **LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the three working languages of the TENDEROR (English, French and Spanish). In the event the Contract is in a language other than English, French or Spanish, the conciliation or the arbitration proceedings will be conducted in English, French or Spanish.



Specifications and Instruction to Bidders

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**1. Technical Specification**

**CNC lathes:**

- Axis Travels 2(X,Z)
- Swing over bed min 500 mm(20")
- Maximum cutting length min 1500 mm(60")
- Bar capacity min 90mm(3.5")
- Chuck hydraulic
- Chuck Size min 300 mm(12")
- Turret number of tool stations min 8
- Tool shank VDI40 or VDI50
- Tailstock
- Belt-Type Chip Conveyor
- Gearbox with two speed end automatic speed changer

Other conditions:

- Price CIF Bratstvo INOX Ohrid
- Montage I trial work done by supplier
- Basic machine management training

Machine warranty

- 12 months min
- Online support in 24 hours
- On-site interventions within at least 5 working days

Postwarranty conditions

- Spare parts to be obtained for min 10 years
  - Online support 24 hours a day
  - On-site intervention within at least 5 working days
- Basic machine management training

2. Instruction to Bidders

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Sl.	Data	Specific Instructions / Requirements
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1	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<input type="checkbox"/> Allowed: Partial Bid is allowed in terms of LOT.  Means, the bidder must submit offer for all items at least in one LOT to be consider for evaluation. Any unquoted
2	Period of Bid Validity commencing on the	<input type="checkbox"/> 180 days
3	Preferred Currency of Bid and Method for Currency conversion	<input type="checkbox"/> EUR
4	Value Added Tax on Price Quotation	<input type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes
5	Latest Expected Delivery Date and Time (if delivery time exceeds this quote may	<input type="checkbox"/> The delivery will be made within sixty (60) calendar days of award notification.
6	Deadline for submitting requests for clarifications/ questions	Date: 20 July, 2023 Time: 12:30pm (N.Macedonia Local Time)  If any potential company has any query about the ITB document, that has to be submitted to TENDEROR through email ID: <a href="mailto:biljana@bratstvoinox.com.mk">biljana@bratstvoinox.com.mk</a>  Please mention “Queries on ITB-01 2023 regarding this
7	Deadline and Address of Bid Submission	Date: 10 August, 2023 Time: 12.30pm (N.Macedonah Local Time) (No late submission will be accepted)  <u>Address:</u> s: Bratstvo INOX , 7Mi Noemvri BB Ohrid
8	Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)	Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured; Any overseas bidder intends to submit bid must have local presence in N.Macedonia. Latest Business Registration Certificate; Others VAT and Latest TIN Certificate; Latest Audited Financial Statement (Income Statement and Balance Sheet) or copy of bank statement for the past one (1) year to indicate the

		<p>List of at least three (3) projects performed for the last three (3) years with similar nature and complexity, including client's name, contact details, contract value, location, and status of completion.</p> <p>The vendor must have after sales/ repair service facilities in N.Macedonia. Please provide confirmation letter in the submission and detail contact information.</p> <p>Warranty: at least one (1) year for all items.</p> <p>Bidders shall responsible to repair and replace (if require) for malfunction/broken for any equipment.</p> <p>N.B: All Prospective vendors must submit necessary <del>documentation to substantiate the above eligibility</del></p>
9	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <p><input type="checkbox"/> Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications</p>
10	Delivery Term [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> DAP
11	Customs, if needed, clearing shall be done by:	<input type="checkbox"/> Supplier
12	Exact Address of Delivery/Installation Location and Time	<input type="checkbox"/> Delivery will be made as per distribution list above within sixty
		<input type="checkbox"/> Brastvo Inox 7m Noemvri BB Ohrid
13	Payment Terms	<input type="checkbox"/> 100% within 30 days upon TENDEROR's acceptance of the goods delivered as specified and
14	Type of Contract to be Signed	<input type="checkbox"/> Purchase Order
15	Special conditions of Contract	<p><input type="checkbox"/> Poor quality/unacceptable delivery and failure to do necessary corrections/replacements as requested by TENDEROR will result in cancellation of the PO.</p> <p><input type="checkbox"/> Time is essence of this contract and TENDEROR reserves the right to terminate the contract for delayed</p>