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**HEADQUARTERS
MULTINATIONAL PEACE FORCE
SOUTH-EASTERN EUROPE BRIGADE
TYRNAVOS- NA3**

5080/SEEBRIG-CG4-002/2020

23 January 2020

TO: Distribution List

SUBJECT: Invitation For International Bids (IFIB)

- REFERENCES.
- A. Agreement on the MPFSEE.
 - B. Financial Administrative Procedures for Multinational Financing (SOP 801).
 - C. International Bidding Procedures (SOP 805).
 - D. 5080/SEEBRIG-CG4-001/2020-1/ 09 January 2020

1. The purpose of this document is to invite companies from MPFSEE Nations to submit bids for the required services that are described below:
 - a. SEEBRIG HQ requests for offers from civilian transportation companies, which will provide international transportation services on the route as well as packing, loading, unloading and unpacking of the goods indicated by the Beneficiary based on "door-to-door system". The selected firm shall perform the transportation of the Goods by land transportation, using trucks.
 - b. The firm, who is to be selected, shall pack the goods in boxes, load the boxes, fasten and fix them in the most proper way, in order to ensure their safe transportation from Tyrnavos (Na-3) to Kumanovo (Na-5).
2. Issuing Office for SEEBRIG HQ is G-4 Section and closing of the bidding period will be on 6th of March 2020, and all bids should be submitted at the rate of EURO (€).
3. SEEBRIG's points of contact for the bidding period are:
 - a. LTC Stavros GEORGILAS, G-4 Movement Officer, Tel: 0030 2410932342, Fax: 0030 2410932600, e-mail: g4.trns@seebrig.org
 - b. Major Nikolaos POULIOS, G-4 P&C Officer, Tel: 0030 2410962343, Fax: 0030 2410932600, e-mail: g4.pc@seebrig.org

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4. Details specifying the procedures to be followed by the bidders, contractual provisions to become applicable and technical requirements and specifications are described in the attachment.
5. Firms from non-Participating (MPFSEE) countries are excluded from acting as contractor (or sub – contractor). The transportation service shall only be performed by a firm of the participating (and funding contributing) nations.
6. All correspondence between SEEBRIG HQ and the bidders must be prepared and submitted to the official MPFSEE language (English).



Tudorica PETRACHE
B.Gen, Na6 Army
Commander of SEEBRIG

ATTACHMENT: IFIB General Terms And Specifications for the Relocation of SEEBRIG HQ to Na-5.

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PLAN A – POLAD-SEEBRIG SNRs

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**HEADQUARTERS
MULTINATIONAL PEACE FORCE
SOUTH - EASTERN EUROPE BRIGADE**



**SEEBRIG HQ RELOCATION TO NA-5
(REPUBLIC OF NORTH MACEDONIA)**

**INVITATION FOR INTERNATIONAL BIDDING
GENERAL TERMS AND SPECIFICATIONS**

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IFIB GENERAL TERMS AND SPECIFICATIONS

1. Aim

The aim of this document is to define the transportation terms of **SEEBRIG HQ (South Eastern Europe Brigade Headquarters)** located in Tyrnavos, prior to its relocation from Na-3 (Greece) to Na-5 (Republic of North Macedonia) in July 2020.

2. Terms and definitions

For the needs of this document **SEEBRIG HQ** herein after will be referred as "**Beneficiary**" and the selected civilian transportation company hereinafter called the "**Carrier**". SEEBRIG HQ and the Carrier may be hereinafter collectively referred to as the "**Parties**" or individually as the "**Party**".

3. General Terms of Transportation Contract

3.1 SEEBRIG HQ requests for offers from civilian transportation companies, which will provide international transportation services on the route as well as packing, loading, unloading and unpacking of the goods indicated by the Beneficiary based on "door-to-door system" (from indicated rooms/offices to indicated rooms/offices). The Carrier shall make the transportation of the Goods by land transportation, using trucks.

3.2 The Carrier who is to be selected, shall pack the general goods in boxes, load the boxes, fasten and fix them in the most proper and safe way, in order to ensure their safe transportation from Tyrnavos, Greece, to Kumanovo, North Macedonia. In addition the Carrier shall transport the CIS equipment/ Vehicles/ Trailers in the most proper and safe way Tyrnavos, Greece, to Kumanovo, North Macedonia.

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3.3 The necessary procedures for the aforementioned service should start on 20 July and all goods should be delivered and unloaded/unpacked to the final destination, not later than 30 July 2020.

3.4 Within 10 (ten) days from the arrival/ unloading/ unpack of the Goods at the final destination, the Carrier shall submit the Beneficiary with a copy of the transport document signed by a person indicated by the Beneficiary. Signing of the transport document does not represent the acceptance of the Services performance as described in Article 9.

3.5 The Carrier will ensure that the value of the cargo is fully insured against normal risks and the insurance provided by him should be in accordance with Institute Cargo Clauses (C) issued at 01.01.2009 which refers to: road accident/ fire/ explosion/ derailment/ including theft. The Carrier will provide proof (a certificate from the insurance company) of the insurance coverage to SEEBRIG HQ. The Carrier shall insure the means of transportation as well.

3.6 The Carrier should ensure that the drivers of the trucks and their assistants will be insured in accordance with laws of their native country, and should provide proof to the Beneficiary of such insurance. No liability will be attached to SEEBRIG HQ in this respect.

3.7 Firms from non-Participating countries are excluded from acting as contractor, sub-contractor of manufacturer.

4. Contract award procedures

4.1 All offers should be submitted in proper sealed envelop (the usage of company's stamp is necessary) until 6th of March 2020, in the address stated in article 11. All offers must be in Euro (€) currency.

4.2 The offers should include the requested amount from the Carrier for the provision of the transportation service described in Articles 3.1 and 3.2, and separately the price specified under Article 3.5, which includes

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the costs of the insurance of the cargo. The cost of the insurance paid by the Carrier to the insurance company shall be refunded by the Beneficiary in accordance with Article 5.2 below.

4.3 The insurance's contract will be a separate agreement having its price and will constitute an additional document to the contract that will be signed between parties, attached as an enclosure.

4.4 Detailed lists of the equipment including the current and agreed by the Carrier value will be available for the companies if needed. Representative of the companies may request from SEEBRIG HQ to see the goods that are to be transported in advance.

4.5 The P&C Officer will present the bids to the Contract Award Committee (CAC) and report/certify the administrative compliance of the bids received. The CAC shall open the sealed bids and request evaluation of specifications and recommendations by the technical member. The CAC will take a decision based on the lowest price (total of the amounts offered in Article 4.2) among the bids that meets the requirements of the project and the wanted services. This decision along with the grounds on which it is based on, will be recorded in an administrative protocol to be signed by all members.

4.6 Bids will be compared on a "net of tax" or "tax excluded" basis. To achieve this:

4.6.1 All bids will be certified as not including any identifiable taxes. Identifiable taxes are defined as VAT, customs/import duties and other taxes as may be required by Host Nation's legislation.

4.6.2 In cases where for whatever reason taxes and duties are legally payable to the Host Nation, all applicable taxes will be segregated as separate line items in the proposal. The contract award (along with instructions on contractual provisions, including payment provisions) will be made by the PMSC or COMSEEBRIG

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[depending on the total price compared to the Effective Financial Limits (EFL)] on the basis of the principle of bid comparison set forth in the previous sub-paragraph and upon recommendation of the CAC (supported by all relevant documentation), unless PMSC or COMSEEBRIG transfer this authority to the CAC.

5. Payment Terms

5.1 The payments shall be made by the Beneficiary in favor of the Carrier at the rate of EURO (€). The payment of the value related to the Services described in Article 3 and the insurance costs provided for in Article 4.2 will be made through direct bank transfer remittance within 6 (six) days from the receiving date of the following documents:

5.1.1 Original invoice duly signed and stamped identifying the Contract number, the Services, the quantity, the unit prices, as well as the due amount issued by the Carrier.

5.1.2 Transport Documents signed by the representatives of the Parties.

5.1.3 Services Evaluation Form/ Performance report.

5.1.4 The original of the insurance policy issued in favour of the Beneficiary.

5.2 SEEBRIG HQ does not make any advance payments.

6. Carrier's responsibilities

6.1. To perform its obligations so as to prevent deterioration, damages of the Goods to be transported until their delivery/ unloading/ unpack to the final destination as stated in Article 3.

6.2. To start the performance of the transport immediately after the completion of loading and have the relevant documents for the Customs.

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- 6.3. To fulfill properly and in due time all its obligations related to the packing, loading transport, delivery, unloading and unpacking of the Goods, as stated in Article 3, according to the agreed time schedules and all its other obligations arisen from the present general terms document.
 - 6.4. To conclude the insurance policy before transportation of the Goods.
 - 6.5. To notify the Beneficiary forthwith in due time about any critical situation that might occur during the provision of the service, as stated in Article 3, and to take all necessary measures to prevent or mitigate any damages and/or losses.
 - 6.6. To indemnify the Beneficiary for any damage occurred during the provision of the service, as stated in Article 3.
 - 6.7. To take any measure for mitigating the losses of the Goods, in case of an accident during the provision of the service, as stated in Article 3.
 - 6.8. To accept for indemnification issues as valid the value of Goods as shown at SEEBRIG documentation, available to Carrier under demand.
- 7. Beneficiary's responsibilities**
- 7.1. To put at the disposal of the Carrier all requested documents for the transportation of the Goods
 - 7.2. To make the payments of the Carrier's invoices in accordance with the provisions of the Article 5 of the general terms.
 - 7.3. The Beneficiary should request from na-3 and Na-5 authorities the presence at EVZONOI and BOGORODITSA customs respectively, of a proper customs officer in order to facilitate the customs procedures.

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8. Delay Penalties

8.1 If the Carrier fails to deliver or improperly deliver all or part of the Services within the time period, agreed upon within Article 3, and/or to submit any document agreed to be delivered in accordance with the contract that is going to be signed or to fulfill any other of its obligations, then Beneficiary shall be entitled, without prejudice to its own remedies, to apply as delay penalties, a sum equivalent to 0,075% of the value of the Contract that is to be signed per day of delay until actual delivery of the Services.

8.2 If the Beneficiary fail to observe the payment of the Services in accordance with the Carrier's invoices in the time period agreed within Article 5, for the payment of the Carrier's invoices the Beneficiary shall be bound to pay delay penalties of a sum equivalent to 0,075% per day of delay applied to the unpaid value.

9. Acceptance

9.1 The quantitative and qualitative acceptance of the Services shall be carried out by the Beneficiary, within 5 (five) days from receiving of the copies of transport documents which have to be signed by its representative and transmitted to the Carrier in accordance with Art. 3.4.

9.2 In case the Services have been provided to the satisfaction of Beneficiary, then the Beneficiary shall issue the proper document indicated by the Carrier declaring the proper receiving all the goods.

9.3 The Beneficiary shall have the right to reject the acceptance of all or part of the supplied Services in case: (i) the provided Services do not comply with the agreed upon requirements; or (ii) there is a quantitative difference between the agreed and the delivered quantity of Services or (iii) in case the Goods are damaged before delivery to the final destination.

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9.4 In case of the inappropriate provision of Services/documents, the Beneficiary shall raise the Delivery Variance Note. Until the final acceptance of the rejected or missing Services as identified within the Delivery Variance Note, the Carrier shall be bound to pay delay penalties in accordance with Article 8.

9.5 In case the acceptance is not carried out by the Beneficiary within the said period, due to reasons not attributable to the Carrier, (not including force majeure, which is understood as all the events and/or circumstances unpredictable and beyond the control of the party claiming it, that include, but are not limited to wars, revolutions, fires, floods, earthquakes, epidemics, embargoes or quarantine restrictions and which, occurring prevent or delay, totally or partially, the execution of the Services) service shall be deemed as accepted and payment shall be effected by Beneficiary in accordance with Article 5.

10. Cargo specifications

10.1 The Goods that have to be transported include:

10.1.1 General Goods from SEEBRIG HQ–Tyrnavos, approximately 100-120 m³, estimated value approximately 390.000,00€.

10.1.2 Communications and Information Systems (CIS) equipment from Tyrnavos, approximately 40 m³ (6.5 tons), estimated value approximately 200.000,00€.

10.1.3 5 vehicles Mercedes 290 GD with the following dimensions for each one: length 4.2m, width (with mirrors) 2.01m, height 2.1m, estimated value approximately 50.000,00€.

10.1.4 4 vehicles Land Rover with the following dimensions for each one: length 5,1m, width 1.9m, and height 2.9m, with 4 trailers, 4 m long, 1.7 wide and 1.7m high, estimated value approximately 400.000,00€.

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10.2 Detailed lists of the equipment will be available for the companies if needed. Representative of the companies may request from SEEBRIG HQ to see the goods that are to be transported in advance.

11. Miscellaneous

11.1 All offers should be sent in time to SEEBRIG HQ to the following address:

1st Km National Road Tyrnavos LARISSA P.C. 40100

11.2 For any dispute that may arise from this contract, the jurisdiction is the court of Kumanovo. As an alternative solution the parts with common agreement may go to arbitration or mediation.