

BIDDING DOCUMENTS
(PROCUREMENT OF SERVICES)

SERVICES FOR
Provision of Mobilizing and Supply of Daily Basis Unskilled
Casual Labor/ Workers

REFERENCE NUMBER:
ITB No: BD22-0004 (LTA)



International Organization for Migration (IOM)
The UN Migration Agency

*Muktijoddha Building Complex, Baharchara, Motel Road, Cox's Bazar,
Bangladesh*

13.01.2022



International Organization for Migration (IOM)
The UN Migration Agency

INVITATION FOR BIDS
ITB No.: **BD22-0004 (LTA)**

Date: 13.01.2022

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

In the framework of IOM Emergency and Refugee Humanitarian Assistance Programs, the IOM Bids Evaluation and Awards Committee (“BEAC”) now invites interested Bidders to provide Technical and Financial Proposal for the following Services: *Daily Basis Casual and Unskilled Labor/ Workers form the Host Communities of Cox’s Bazar district*. More details on the services are provided in the attached *Terms of Reference (TOR)*.

Sl	Functional Area and Station	Number per day
Lot 1	Nilha, Tekhanf, Cox’s Bazar IOM Warehouse	50-250
Lot 2	Ukhiya, Cox’s Bazar, IOM Warehouse	30-100
Lot 3	Cox’s Bazar Sadar, IOM Warehouse	10-50

Under this RFQ, the services are divided into **03** different lots. The bidders may choose to bid for one or all of the lots listed above. Please note, participation is not limited for multiple lots.

Duration of Long-Term Agreement – **one (01) year with possibility of extension** for one (01) more year – subject to satisfactory performance and both Parties’ confirmation.

The Proposals must be delivered by hand or through *courier service* to IOM with office address at- *International Organization for Migration – IOM, Procurement Division, Muktijoddha Building Complex, Baharchara, Motel Road, Cox’s Bazar, Bangladesh* on or *before 11:30 a.m. on 23.01.2022*. No late proposal or online proposal shall be accepted.

Bid prices shall be valid for a period of twelve (12) months after the submission of the Bids.

BEAC Chairperson
ITB # BD22 – 004 – LTA
Procurement Unit - The International Organization for Migration (IOM)
Muktijoddha Building Complex, Baharchara,
Motel Road, Cox’s Bazar

Late Bids shall be rejected. Bids will be opened at the above address. IOM will only open Financial Bids of those Bidders who passed the technical evaluation. There will be no public opening for this tender.

IOM reserves the right to accept or reject any Bids, and to cancel the procurement process and reject all Bids at any time prior to award of Agreement, without obligation to inform the affected Bidder/s of the ground for IOM action. Also, IOM reserve the authority to award one or multiple vendors.

Very truly yours,
BEAC Chairman

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

**SECTION I. INSTRUCTIONS TO BIDDERS
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Instructions to Bidders

A. General

1. Scope of Bid

- 1.1 The International Organization for Migration – IOM in the framework of Rohingya Humanitarian Support Services in Cox's Bazar, Bangladesh, seeking to establish a LTA (Long Term Agreement) with recognized firms at Cox's Bazar district in Bangladesh who will mobilize and provide the day basis labor for its warehouse in arranging and or carrying goods/ materials.
- 1.2 Detailed description of services, scope of works and requirements in the attached *Terms of Reference (Annex A)*.
- 1.3 The successful Bidder/s is expected to provide IOM with Services for the period of **One Year (with possibility of extension for one more year)**, expected to commence *March 2022* and *end February 2023*. Services shall be delivered on a demand basis by IOM in accordance with terms and conditions of IOM Agreement for the Model Service Agreement (sample attached as Annex B). IOM shall reserve the rights to conduct a market assessment at its discretion to ascertain the competitiveness of the successful Bidders' prices during performance of the Agreement. **The long-term agreement shall be entered for the period of one-year and may be extended for another year if agreed by both Parties – subject to satisfactory performance of the Bidder. One-year extension shall be with the same conditions/prices.**
- 1.4 IOM shall evaluate the Bids on an item-by-item basis and award contract to one or multiple Bidders. **The Agreement entered as a result of this ITB shall not impose a minimum guarantee on volume requested services on the part of the IOM, neither IOM warrants those agreements shall be used at any or all times.**
- 1.5 After signature of Agreement the successful Bidder is expected to provide Services to IOM when requested through Purchase Orders (sample attached as Annex C) in the amounts outlined therein in strict accordance with the specifications, and at the prices stated for each item in the Price Schedule of its bid, and in line with the delivery schedule outlined by each Purchase Order.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open only to the **commercially registered** and eligible Bidders **within Bangladesh**.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to

be used for the procurement of the goods to be purchased under this Invitation for Bids.

- 2.3 Government-owned enterprises in IOM's Mission country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3.
- 2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC).
- 2.6 Bidders are not currently under list of blacklisted suppliers of IOM or any other UN agencies.
- 2.7 Bids not presented in accordance with this Instruction to Bidders shall be rejected (documents required in Vendor Information Sheet).

3. Corrupt, Fraudulent, Collusive and Coercive Practices

- 3.1 IOM requires that all IOM staff, bidders, manufacturers, suppliers, or distributors, observe the highest standard of ethics during procurement and execution of all agreements. IOM shall reject any Bids put forward by Bidders or where applicable terminate their agreement, if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this policy, IOM:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in agreement execution.
 - (ii) "Fraudulent practice" is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of an agreement, to obtain a financial gain or other benefit to avoid an obligation.

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

4. Eligible Goods and Services
(Not Applicable)

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

B. The Bidding Documents

5. Content of Bidding Documents

- 5.1 The goods required, Bidding procedures, and agreement terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding documents include:
 - a) Instructions to Bidders (ITB)
 - b) Terms of Reference, TOR (Annex A)
 - c) Model Service Agreement (Annex B)
 - d) Sample of Purchase Order (PO) (Annex C)

- e) Vendor Information Sheet (VIS) and Code of Conduct (COC) (Annex D)
- f) Sample Forms (Form 1, 2, 3, 4, 5, 6)

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information required in the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

6. Clarification of Bidding Documents 6.1 A prospective Bidder requiring any clarification of the Bidding documents may notify IOM in writing at VLUKASHENKO@iom.int with copy to IOMCxBprocure@iom.int with topic *ITB-BD22-004 (LTA) to the attention of BEAC Chairman*. IOM will respond in writing to any request for clarification of the Bidding documents, which it receives no later than 3 (three) working days prior to the deadline for the submission of Bids.

7. Amendment of Bidding Documents 7.1 At any time prior to the deadline for submission of Bids, IOM, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment.

7.2 All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing and will be binding on them. ITB Amendment will be also published in a Tender Bulletin at <https://bangladesh.iom.int/procurement>

7.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IOM, at its discretion, may extend the deadline for the submission of Bids.

C. Preparation of Bids

8. Cost of Bidding 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and IOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

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

- 10. Documents Comprising the Bid**
- 10.1 The Bid prepared by the Bidder shall comprise the following components:
- a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 11, 12, and 13.
 - b) Documentary evidence established in accordance with ITB Clause 14 that the Bidder is eligible to Bid and is qualified to perform the agreement if its Bid is accepted.
- 10.2 IOM reserves the right to request additional and/or missing documents - in written by email indicated by Bidder in the Vendor Information Sheet (VIS).
- 11. Bid Form**
- 11.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule/Forms furnished in the Bidding documents.
- 12. Bid Prices**
- 12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices it proposes to supply under the *Long – Term Agreement for a period of one year, 1st March 2022 to 28th February 2023*. Only IOM Price Schedule Form should be used.
- 12.2 The bidders may choose to provide quotes for one or all the three working areas.
- 12.3 The Service Provider shall bear all the cost of income tax, insurance and other associated costs related to provide the labour. *Total bid price shall be inclusive of VAT.*
- 12.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the agreement and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions.
- 13. Bid Currencies**
- 13.1 Prices shall be quoted in the BDT, Bangladeshi currency.
- 14. Documents Establishing Bidder’s Eligibility and Qualification**
- 14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder’s eligibility to Bid and its qualifications to perform the agreement if its Bid is accepted. For this purpose, vendors need to enclose below listed documents along with the technical offer.
- 1. Company Profile**
 - 2. Updated Business License.**

3. **Similar supply work Experience Certificate/Work Order Copy for the last 02 years.**
4. **Any other General supply Experience Certificate/Work Order Copy issued by Any UN agency/NGO/ Govt. Authority for the last 02 years.**
5. **Bank Statement/Audit Report for last 02 years.**
6. **IOM Vendor Information Sheet (VIS) & the code of conduct shall be used (Attached as Annex D & E).**
7. **Updated VAT Registration Certificate (BIN).**
8. **Signed with seal the TOR.**
9. **All attached form (1-6).**

Commented [NMZI]: One more document added that is BIN.

14.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to IOM's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible country as defined under ITB Clause 4.

15. Documents Establishing Goods² Eligibility and Conformity to Bidding Documents

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

~~15.2 The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, and data, and shall consist of:~~

- ~~(a) a detailed description of the essential technical and performance characteristics of the goods.~~
- ~~(b) IF APPLICABLE, a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of 1 (one) year, following commencement of the use of the goods by IOM; and~~
- ~~(c) an item by item commentary on IOM's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.~~

~~15.3 For purposes of the commentary to be furnished pursuant to ITB Clause 15.2(e) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by IOM in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to IOM's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.~~

16. Period of Validity of Bids

- 16.1 Bids prices shall remain valid for the period of twelve (12) months after the date of Bid opening prescribed by IOM, pursuant to ITB Clause 20. Any rate found to be valid for a shorter period shall be rejected by IOM as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the Bid validity, IOM may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing.
- 16.3 A Bidder may refuse the request without forfeiting the Bid security. A Bidder agreeing to the request will not be required nor permitted to modify the Bid but will be required to extend the validity of Bid for the period of the extension, and in compliance with Clause 17 in all respects.

17. Bid Security
(NOT APPLICABLE)

- ~~17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its Bid, a Bid Security OR a Bid Securing Declaration as indicated in this ITB.~~
- ~~17.2 The Bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's enforcement, pursuant to ITB Clause 17.6.~~
- ~~17.3 Any Bid not secured in accordance with ITB Clauses 17.1 will be rejected by IOM as non responsive, pursuant to ITB Clause 25.~~
- ~~17.4 Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid validity prescribed by IOM pursuant to ITB Clause 16.~~
- ~~17.5 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 34.~~
- ~~17.6 The Bid security may be forfeited.~~

~~(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or~~

~~(b) in the case of a successful Bidder, if the Bidder fails:~~

~~(i) to sign the contract in accordance with ITB Clause 35.~~

~~—or~~

~~(ii) to furnish performance security in accordance with ITB Clause 34.~~

18 Format and Signing of Bid

18.1 The Bidder shall prepare an Original of the Bid, clearly marking each “ORIGINAL BID” as appropriate.

18.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the agreement. All pages of the Bid shall be initialed by the person or persons signing the Bid.

18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids

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

19.2 Each Bid (original and copy) shall comprise the following two sets of documents sealed in separate envelopes:

(a) Sealed envelope marked “**Technical Bid**” containing the Eligibility Documents as provided in ITB Clause 14.1, **Annexes A, D, E, Form 1, Form 2, Form 6** and **all documents specified in Annex D (Vendor Information Sheet)**;

(b) Sealed Envelope marked “**Financial Bid**” containing **only Form 3 (Financial Proposal Submission Form), Form 4 (Price Schedule), Form 5 (Breakdown of Cost)**.

19.3 The inner and outer envelopes shall:

(a) be addressed physically sent by courier to IOM at the address given below Muktijoddha Building Complex, Baharchara, Motel Road, Cox’s Bazar; and

(b) bear the Invitation for Bids (ITB) title “**ORIGINAL BID ITB-BD22-004 (LTA) Company Name**”, and reference

number, and a statement: "DO NOT OPEN BEFORE 11:30 am local time, 31st January 2022".

19.4 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".

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

Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder accepts the Model Service Agreement Terms and Conditions of IOM as attached hereto as Section IV.

20. Deadline for Submission of Bids 20.1 Bids must be received by IOM at the addresses specified in this ITB no later than 11:30 AM local time, 23.01.2022.

20.2 IOM may, at its discretion, extend this deadline for the submission of Bids not later than three (3) calendar days prior to the deadline for the submission of bids, by amending the Bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids 21.1 Any Bid received by IOM after the deadline for submission of Bids prescribed by IOM pursuant to ITB Clause 20 will be rejected and returned unopened to the Bidder.

21.2 The Bidder will assume the responsibility and expenses for the re-possession of the returned Bid documents.

22. Modification and Withdrawal of Bids 22.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by IOM prior to the deadline prescribed for submission of Bids.

22.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice will be in writing and should be received by IOM not later than the deadline for submission of Bids.

22.3 A bidder who will withdraw its bid will not be permitted to submit a new bid.

22.4 A modified bid, in addition to the requirements in Clause 22.2 must also clearly indicate that it is a modified bid. The original

bid which was modified shall be kept by IOM for purposes of comparison during the bid opening.

22.5 No Bid may be modified after the deadline for submission of Bids.

22.6 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form.

E. Opening and Evaluation of Bids

- | | |
|---|--|
| 23. Opening of Bids | 23.1 Bids Evaluation and Award Committee shall open the bids and examine the documents. There will be no public opening for this tender. |
| 24. Clarification of Bids and Contacting IOM | 24.1 During evaluation of the Bids, IOM may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. |
| 25. Preliminary Examination | <p>25.1 IOM will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.</p> <p>25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>25.3 IOM may waive any minor informality, nonconformity, in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each Bid to the Bidding documents. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, Price Schedule will be deemed to be a material deviation. IOM's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.</p> <p>25.5 If a Bid is not substantially responsive, it will be rejected by IOM and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> |

26. Conversion to Single Currency (if applicable)

26.1 To facilitate evaluation and comparison, IOM will convert all Bid prices expressed in the amounts in various currencies in USD according to IOM exchange rate for the current month and year when the evaluation is issued.

27. Evaluation and Comparison of Bids

27.1 IOM will evaluate and compare the Bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.

27.2 The technical proposals of eligible Bidders shall be evaluated using below criteria:

Criteria	Status Attainable
1. Completeness of submitted documents <ul style="list-style-type: none"> Submitted Company license, registration documents, trade license, VAT Certificate, TIN Certificate 	Pass/Fail
2. Business Experience <ul style="list-style-type: none"> Similar contracts with United Nation agencies or other humanitarian organizations, public or commercial companies. At least two (2) submitted reference letters and/or previous contracts for similar type of services. At least two (2) years of working experience in the sphere of labour recruitment and mobilization 	Pass/Fail
3. Mobilization Capacity for Lot-1 <ul style="list-style-type: none"> Ability to mobilize up to 250 persons in one (1) day as per IOM need At least fifty (50) available persons for mobilization at all times for working days 	Pass/Fail
4. Mobilization Capacity for Lot-2 <ul style="list-style-type: none"> Ability to mobilize up to 100 persons in one (1) day as per IOM need At least thirty (30) available persons for mobilization at all times for working days 	Pass/Fail
5. Mobilization Capacity for Lot-3 <ul style="list-style-type: none"> Ability to mobilize up to 50 persons in one (1) day as per IOM need At least ten (10) available persons for mobilization at all times for working days 	Pass/Fail

27.3 After completion of the technical evaluation, IOM shall notify those Bidders whose Bids were found non-responsive, indicating that their Financial Bid shall be returned unopened after the completion of the selection process.

27.4 The Financial Proposal of Bidders who passed the technical evaluation shall be opened, the lowest Financial Bidder for each lot **will be invited**

for contract negotiations. The bidders with the lowest financial offer or combination of lots will be duly notified through IOM Notice of Award. IOM reserves the right to award one or several Bidders.

- 27.5 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 27.6 The successful bidder who passed the technical evaluation and provided the lowest offer will be consider to award the contract as main bidder
- 27.7 A sample IOM Model Service Agreement is attached as Annex B for vendor's reference of IOM contract terms and conditions.

28. Clarification of Bids and Contacting IOM

- 28.1 Subject to ITB Clause 24, no Bidder shall contact IOM on any matter relating to its Bid, from the time of the Bid opening to the time the agreement is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.
- 28.2 Any effort by a Bidder to influence IOM in its decisions on Bid evaluation, Bid comparison, or agreement award may result in the rejection of the Bidder's Bid.

29. Post-qualification

- 29.1 In the absence of pre-qualification, IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the agreement satisfactorily, in accordance with the criteria listed in ITB Clause 14.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14 and sample evaluation as well as such other information as IOM deems necessary and appropriate.
- 29.3 Prior to award, IOM shall verify and validate any documents, or information submitted and if necessary, shall conduct ocular inspection of the Bidder office.
- 29.4 An affirmative determination will be a pre-requisite for award of the agreement to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event IOM will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 29.5 Goods are subject to inspection and/or testing by IOM or any designated representatives/third-party contractor of IOM to the extent practical at all

times and places, prior to final acceptance of IOM. The inspection will be done on the basis of ISO or TSE. The basis for any random sample inspection will be single sampling plan, special inspection level S1 or S4 as the quality of the products increases or diminishes in accordance with ISO 2859-1. The acceptability of a lot shall be ascertained by the use of the sampling plan/s mentioned above.

- 30. Purchaser's Right to Accept any Bid and to Reject any or All Bids**
- 30.1 IOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to agreement award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IOM's action.

F. Award of Agreement

- 31. Award Criteria**
- 31.1 IOM will award the agreement(s) to the successful Bidder(s) whose Bid has been determined to be substantially responsive, provided further that the Bidder is determined to be qualified to perform the agreement satisfactorily.
- 32. Notification of Award**
- 32.1 Prior to the expiration of the period of Bid validity, IOM will notify the successful Bidder in writing, that its Bid has been accepted.
- 32.2 The notification of award will constitute the formation of the Agreement.
- ~~32.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, IOM will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 17.~~
- 33. Performance Security**
- 33.1 Within five (5) business days of receipt of a Purchase Order from IOM, if the Purchase Order Exceeds a value of USD 300,000, the successful Bidder shall furnish a performance security equivalent to 10 (ten) per cent of PO total amount in accordance with the Conditions of Agreement, in the form provided in the Bidding documents, or in another form acceptable to IOM.
- 34. Signing of Agreement**
- 34.1 At the same time as IOM notifies the successful Bidder/s that its Bid has been accepted, IOM will send the Bidder the Agreement provided in the Bidding documents, incorporating all agreements between the parties.
- 34.2 Within five (5) days of receipt of the Agreement, the successful Bidder shall sign and date the agreement and return it to IOM.

SECTION II. - TERMS OF REFERENCE

Please see ANNEX - 1

SECTION III. MODEL SERVICE AGREEMENT

PLEASE SEE “**ANNEX B - MODEL SERVICE AGREEMENT**” ATTACHED in a separate document.

PLEASE SEE “**ANNEX C - PURCHASE ORDER**” ATTACHED in a separate document

PLEASE SEE “**ANNEX D - VENDOR INFORMATION SHEET (VIS)**” ATTACHED in a separate document

PLEASE SEE “**ANNEX E - CODE OF CONDUCT (COC)**” ATTACHED in a separate document

SECTION IV. SAMPLE FORMS

PLEASE SEE “**ALL BELOW FORMS**” ATTACHED in separate documents

- Form 1 - Technical Proposal Submission Form
- Form 2 - Mobilization Capacity
- Form 3 - Financial Proposal Submission Form
- Form 4 - Summary of Daily Basis Costs
- Form 5 - Breakdown of Costs
- Form 6 – Labour List