

BIDDING DOCUMENTS

(PROCUREMENT OF GOODS)

Rohingya refugees (emergency response) in Cox's Bazar

SUPPLY AND DELIVERY OF

Bamboo- Borak and Muli

Prepared by



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

IOM –Bangladesh

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International Organization for Migration (IOM)
The UN Migration Agency

INVITATION FOR BIDS

IFB No.: BD18-024

Date: 02.11.2018

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 Rohingya refugees (emergency response) in Cox's bazar, the IOM Bids Evaluation and Awards Committee ("BEAC") now invites interested Bidders to submit "Bid" for the supply and delivery of construction materials to different camps Ukhia, Balukhali Shamlapur, Unchiprang, Leda .

Bamboo poles

No	Description	Specification	Unit	Quantity
1	Bamboo Pole-Borak (seasoned)	Length-20ft, Diameter: upper min. 50mm & bottom min.90mm, thickness: 20mm(bottom), Quality: not raw & not fully ripe/dry, no insect defect. Maximum tolerance +/- 5%	pcs	80,000
2	Bamboo Pole-Muli (seasoned)	Length-15ft, Diameter: upper min. 30mm & bottom min.40mm, thickness: 6.5mm(bottom), Quality: not raw & not fully ripe/dry, no insect defect. Maximum tolerance +/- 5%	pcs	700,000

A complete set of Bidding Documents is available for issuance to Interested Bidders at <http://bangladesh.iom.int/opportunities/work-as-service-provider> the Interested Bidders can download or collect from below mentioned offices from 02.11.2018 to 10.11.2018.

Office address

**Cox's Bazar Office
Parjatan Luxury Cottage (1-3),
Cox's Bazar, Bangladesh**

NB. The price should be valid for 6 (six) months, Long term agreement (LTA) will be signed with selected bidder

Bids shall be valid for a period of 60 days after submission of Bids and shall be delivered to the BEAC at above offices on or before 3:30 pm on 12.11.2018. Late bids shall be rejected.

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

Very truly yours,

BEAC Chairperson
IOM Bangladesh, Cox's Bazar

Section I. Instructions to Bidders

Instructions to Bidders

A. General

1. Scope of Bid

1. IOM invites bids for the supply and delivery of Bamboo (Borak & Muli) to Nhila Log Base and different camps in Ukhia and Teknaf, Cox's Bazar. Here to refer as Goods. The Goods is specified in greater details in the Sub Section of the Bid Documents.

1.2 The successful Bidder is expected to complete the delivery by the Intended Completion Date which is 30 days after signature of Purchase Order.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all Bidders from 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)

3. Corrupt Fraudulent, Collusive and Coercive Practices

3.1 IOM requires that all IOM Staff, Bidders, Manufacturers, suppliers or distributors, observe the highest standard of ethics during procurement and execution of all contracts. IOM shall reject any Bids put forward by Bidders or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;

(ii) “fraudulent practice” is any acts or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

(iii) “collusive practice” is an undisclosed arrangement between two or more Bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or benefit;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or after the execution of a contract.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an IOM financed contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IOM financed contract.

4. Eligible Goods and Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.

4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- a) Instructions to Bidders (ITB)
- b) Contract for Supply and Delivery of Goods
- c) Schedule of requirements
- d) specifications
- e) Sample Forms

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

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may send mail to gtesfaye@iom.int. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than 05 (five) days prior to the deadline for the submission of bids. Written copies of IOM's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. 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.

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 contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 15 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) bid security furnished in accordance with ITB Clause 17.

11. Bid Form

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

12. Bid Prices

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

12.2 Prices indicated on the Price Schedule shall be entered all-inclusive price to deliver IOM log base in Cox's Bazar.

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

12.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 25. If, however, specified in these instructions, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

13. Bid Currencies

13.1 Prices shall be quoted in the following currencies:

For goods and services that the Bidder will supply from within or outside IOM's Mission country, the prices shall be quoted in *BDT* (Bangladesh Taka).

14. Documents Establishing Bidder's Eligibility and Qualification

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, Vendor Information Sheet (VIS), as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

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

14.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to IOM's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in IOM's Mission country;
- (b) That the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within IOM's Mission country, the Bidder is or will be (if awarded the contract) represented by an Agent in that Mission country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications

14.4 If the Bidder wishes to use the existing VIS or Company Profile on file to establish their eligibility, the Bidders should submit with their bids any information updating their original VIS or company profile on file or, alternatively, confirm in their bids that the originally submitted information remains essentially correct as of the date of bid submission.

15. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

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

- (a) a detailed description of the essential technical and performance characteristics of the goods

- (b) An item-by-item commentary on IOM's Technical Specifications demonstrating substantial responsiveness of the goods and services to those Specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

16. Period of Validity of Bids

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

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 *30 days*. 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 Security for the period of the extension, and in compliance with Clause 17 in all respects.

17. Bid Security

17.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its bid, a bid security in the amount equivalent to 2% of the total Bid amount

17.2 The bid security is required to protect IOM against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 17.6. The bid security shall be denominated in *BDT (Bangladesh Taka)*.

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.

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

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

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original copy of the bid in envelopes, duly marking the envelopes as “ORIGINAL BID” the envelopes shall then be sealed envelope.

19.2 The inner and outer envelopes shall:

- (a) be addressed to IOM at the address given below

International Organization for Migration Attn: Procurement unit Cox’s Bazar Office Parjatan Luxury Cottage (1-3), Cox’s Bazar, Bangladesh

and

- (b) Bear the Project name, the Invitation for Bids (IFB) title and reference number, and a statement: “DO NOT OPEN BEFORE 3:30 P.M. 11.11.2018

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

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

20. Deadline for Submission of Bids

20.1 Bids must be received by IOM at the address specified under ITB Clause 19.2.a no later than 3:30 P.M. 11.11.2018

20.2 IOM may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of IOM and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. Late Bids

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

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

22. Modification and Withdrawal of Bids

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

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

22.3 No bid may be modified after the deadline for submission of bids.

22.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 17.6.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 IOM will open all bids, at our respective offices.

23.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details that IOM at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21.

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

23.4 IOM will prepare minutes of the bid opening.

24. Clarification of Bids 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

25.1 IOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

25.3 IOM may waive any minor informality, nonconformity, in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.4 Prior to the detailed evaluation, pursuant to ITB Clause 27, IOM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviation from, or objection or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 17), Price Schedule (ITB Clause 9) will be deemed to be a material deviation. IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

26. Conversion to Single Currency (if applicable)

26.1 To facilitate evaluation and comparison, IOM will convert all bid prices expressed in the amounts in various currencies to *BDT (Bangladesh Taka)* according to **IOM exchange rate for the current month and year**.

27. Evaluation and Comparison of Bids

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

27.2 IOM's evaluation of a bid will exclude and not take into account:

- (a) in the case of goods manufactured in IOM's Mission country or goods of foreign origin already located in IOM's Mission country, sales and other similar

taxes, which will be payable on the goods if a contract is awarded to the Bidder;

- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

27.3 The comparison shall be basis of deliver to place.

27.4 IOM's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 12.2, one or more of the following factors:

- (a) Delivery schedule offered in the bid;
- (b) Deviations in payment schedule from that specified in the Conditions of PO;
- (c) Other specific criteria indicated and /or in the Technical Specifications

27.5 Merit Point System:

The following merit point system for weighing evaluation factors can be applied if none of the evaluation methods listed above has been retained. The number of points allocated to each factor shall be specified.

Evaluation Criteria	Percentage
Evaluated price of the goods & service	50
Sample Evaluation	40
Delivery schedule	10
Total	100

The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

27.6 Inclusion of similar materials supply experience certificate /work order will be treated as added qualification.

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 contract is awarded. If the Bidder wishes to bring additional information to the notice of IOM, it should do so in writing.

28.2 Any effort by a Bidder to influence IOM in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

29. Post-qualification

29.1 In the absence of pre-qualification, IOM will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is

qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 14, as well as such other information as IOM deems necessary and appropriate.

29.3 Prior to award, IOM shall verify and validate any documents/information submitted and if necessary shall conduct inspection of the Bidder office, plant/warehouse and equipment.

29.4 An affirmative determination will be a pre-requisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event IOM will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

F. Award of Contract

31. Award Criteria

31.1 IOM will award the contract to the successful Bidders whose bids have been determined to be substantially responsive and have been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

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

32.1 IOM reserves the right at the time of contract award to increase or decrease, by the percentage indicated *30% to 50%*, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, IOM will notify the successful Bidder in writing, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, IOM will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.

34. Performance Security

34.1 Within five (5) days of the receipt of notification of award from IOM, the successful Bidder shall furnish a performance security equivalent to *10% of the Contract Price* in accordance with the Conditions of Contract, in the form provided in the bidding documents, or in another form acceptable to IOM.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 33 or ITB Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event IOM may make the award to the next lowest evaluated Bidder or call for new bids.

35. Signing of Contract

35.1 At the same time as IOM notifies the successful Bidder that its bid has been accepted, IOM will send the Bidder the Contract provided in the bidding documents, incorporating all agreements between the parties.

35.2 Within five (5) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

Section II: Schedule of Requirements

Section III. Technical specification

Technical Specifications

PROJECT TITLE : Supply of Construction materials		
Item Code : IFB#BD18-008		
Item Description :		
PURCHASER'S SPECIFICATIONS		BIDDER'S SPECIFICATIONS
Bamboo Pole- Mulli (seasoned)	Length-20ft, Diameter: upper min. 50mm &bottom min.90mm, thickness: 20mm(bottom), Quality: not raw & not fully ripe/dry, no insect defect. Maximum tolerance +/-5%	
Bamboo Pole- Borak (seasoned)	Length-15ft, Diameter: upper min. 30mm &bottom min.40mm, thickness: 6.5mm(bottom), Quality: not raw & not fully ripe/dry, no insect defect. Maximum tolerance +/-5%	

Name of Bidder: _____

Signature: _____

Date: _____

Section IV. Terms and Conditions of Purchase Order for Supply and Delivery of Goods

PSU.SF 19.18

1. Agreement

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. Payment

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

5. Adjustments

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme

temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

- a) IOM or its representative shall have the right to inspect and/or test the goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.
- b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected goods to Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.
- c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract
- d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. Warranties

8.1 Supplier represents and warrants that:

- (a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished or specified by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.
- (b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
- (c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
- (d) In all circumstances it shall act in the best interests of IOM;
- (e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
- (f) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
- (h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
- (j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Supplier further warrants that:

- (a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- (b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.
- (c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- (d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel
- (e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.
- (f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.
- (g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

9. Indemnification

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

10. Termination and Reprocurement

- (a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.
- (b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the

failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

14. Confidentiality

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

15. Use of IOM Name

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

16. Status of IOM

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

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. Waiver

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

19. Severability

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

Supplier's signature and stamp accepting these terms and conditions:

Section V. Sample Forms

BID FORM

Date : _____

To: **The Chairperson**
Bids Evaluation and Award Committee (BEAC)
International Organization for Migration
Bangladesh

We, the undersigned, declare that;

Having examined the Bidding Document for the supply and deliver of Bamboos *IFB No.BD18-024*, issued on 1 Nov .2018, the receipt of which is hereby duly acknowledge, I, representing *[insert name of company]* offer to complete the Supply and Deliver the GOODS in conformity with the Bidding Document for the total fixed lump sum price of BDT. / (..... Bangladesh Taka and Poisa) *[insert total bid amount in words and figures and currency]*.

I undertake, if my Bid is accepted, to deliver and supply the Goods in accordance with the Price Schedule and Goods specifications set out in the Bidding Document.

If my Bid is accepted, I will obtain the guarantee of a bank in a sum equivalent to 10% of the total amount of the Contract Price for the due performance of the Contract, in the form prescribed by IOM .

I agree to abide by this Bid for the Bid Validity Period specified in the Bidding Document which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, the Bid, together with your written acceptance thereof and the Notice of Award, shall constitute a binding agreement between us.

I hereby certify that the Bid complies with the requirements stipulated in the Bidding Document.

Dated this _____ day of _____ 20__.

[signature over printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of *[name of company]*

PRICE SCHEDULE

Item No.	Description of Goods	Country of Origin	Qty/Unit	Unit Price Delivery to Cox's bazar	Taxes if Applicable	Total Price per Item (BDT)
1						
2						
3						

Name of Bidder: _____

Signature of Bidder: _____

Date: _____



VENDOR INFORMATION SHEET (VIS)

Name of the Company _____

Address Leased Owned Area: _____sqm

House No _____
Street Name _____
Postal Code _____
City _____
Region _____
Country _____

Contact Numbers/Address

Telephone Nos. _____ Contact Person: _____

Fax No. _____

E mail Address _____ Website: _____

Location of Plant/Warehouse Leased Owned Area: _____sqm

Business Organization Corporation Partnership Sole Proprietorship

Business License No.: _____ Place/Date Issued: _____ Expiry Date _____

No. of Personnel _____ Regular _____ Contractual/Casual _____

Nature of Business/Trade

- | | | |
|--|--|--|
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Authorized Dealer | <input type="checkbox"/> Information Services |
| <input type="checkbox"/> Wholesaler | <input type="checkbox"/> Retailer | <input type="checkbox"/> Computer Hardware |
| <input type="checkbox"/> Trader | <input type="checkbox"/> Importer | <input type="checkbox"/> Service Bureau |
| <input type="checkbox"/> Site Development/
Construction | <input type="checkbox"/> Consultancy | <input type="checkbox"/> Others _____
_____ |

Number of Years in business: _____

Complete Products & Services

Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name _____

Bldg and Street _____

City _____

Country _____

Postal Code _____

Country _____

Bank Account Name _____

Bank Account No. _____

Swift Code _____

Iban Number _____

Key Personnel & Contacts *(Authorized to sign and accept PO/Contracts & other commercial documents)*

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes

No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade Reference

Company	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Banking Reference

Bank	Contact Person	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile (including the names of owners, key officers, technical personnel)		
2	Company's Articles of Incorporation, (Trade License / company registration), Sole proprietor, Partnership, Company or Corporation, whichever is applicable, including amendments thereto, if any.		
3	Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry		
4	Valid Government Permits/Licenses		
5	Audited Financial Statements for the last 3 years		
6	Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details)		
7	Catalogues/Brochures		
8	List of Plants/Warehouse/Service Facilities		
9	List of Offices/Distribution Centers/Service Centers		
10	Quality and Safety Standard Document / ISO 9001		
11	List of all contracts entered into for the last 3 years (indicate whether completed or ongoing)		
12	Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation		

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Received by:

Signature

Signature

Printed Name

Printed Name

Position/Title

Position/Title

Date

Date