

## INVITATION TO BID (ITB)

### Request for Quotation for Supply of 3 Unit 60 Seaters Passenger Buses

**ITB Reference No: PR 4200637750 and 4200637761**

**Country: KENYA**

**Date: 15 May 2024**

#### SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule
- Form I: Bid Security

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to [iomnborfq@iom.int](mailto:iomnborfq@iom.int) no later than 13 May 2024, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Supply Chain Division

IOM Kenya Country Office

## SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
<b>1. Scope</b>	<p>Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
<b>2. Interpretation of the ITB</b>	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.</p>
<b>3. Supplier Code of Conduct</b>	<p>All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a>.</p>
<b>4. Eligible bidders</b>	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that 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, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> <li>● is included in the Ineligibility List, hosted by <a href="http://ungm.org">UNGM</a>, that aggregates information disclosed by Agencies, Funds or Programs of the UN System;</li> <li>● is included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a>, including the <a href="#">UN Security Council Resolution 1267/1989 list</a>;</li> <li>● is included in the <a href="#">World Bank Corporate Procurement Listing of Non-Responsible Vendors</a> and <a href="#">World Bank Listing of Ineligible Firms and Individuals</a>;</li> <li>● Other sanctions lists, if applicable, as per the discretion of the IOM.</li> </ul>
<b>5. Eligible goods, works and services</b>	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>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 result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
<b>6. Proprietary information</b>	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed</p>

	and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may form part of the bid will become the property of IOM, who will not be required to return them to your firm.
<b>7. Publicity</b>	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
<b>SOLICITATION DOCUMENTS</b>	
<b>8. Clarification of solicitation documents</b>	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary.</p>
<b>9. Amendment of solicitation documents</b>	<p>At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
<b>PREPARATION OF BIDS</b>	
<b>10. Cost of preparation of bid</b>	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<b>11. Language</b>	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
<b>12. Documents comprising the bid</b>	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> <li>a) Documents establishing the eligibility and qualifications of the bidder;</li> <li>b) Technical bid</li> <li>c) Price Schedule</li> <li>d) Bid Security</li> </ul>
<b>13. Documents establishing eligibility and qualifications of the bidder</b>	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM's satisfaction.
<b>14. Technical bid</b>	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
<b>15. Price Schedule</b>	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p>

	<ul style="list-style-type: none"> <li>• All items and lots (if applicable) must be listed and priced separately.</li> <li>• The price to be quoted shall be the total price of the bid, excluding any discounts offered.</li> <li>• The bidder shall quote any unconditional discounts and indicate the method for their application.</li> <li>• The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements.</li> <li>• 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 in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</li> <li>• If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.</li> </ul>
<p><b>16. Bid currencies</b></p>	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> <li>• IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and</li> <li>• In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above.</li> </ul>
<p><b>17. Duties and taxes</b></p>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input checked="" type="checkbox"/> be inclusive of VAT and other applicable indirect taxes</p> <p><input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
<p><b>18. Bid validity period</b></p>	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the</p>

	<p>original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p> <p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
<p><b>19. Bid Security</b></p>	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or;</li> <li>● <b>In the event the successful bidder fails:</b> <ul style="list-style-type: none"> <li>○ <b>to sign the Contract after IOM has issued an award; or</b></li> <li>○ <b>to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.</b></li> </ul> </li> </ul>
<p><b>20. Joint Venture, Consortium or Association</b></p>	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> <li>● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and</li> <li>● if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.</li> </ul> <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's bid is the bid selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of</p>

	<p>the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>• Those that were undertaken together by the JV, Consortium or Association; and</li> <li>• Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p><b>21. Only one bid</b></p>	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>• they have at least one controlling partner, director or shareholder in common; or</li> <li>• any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>• they have the same legal representative for purposes of this ITB; or</li> <li>• they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process;</li> <li>• they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.</li> </ul>
<p><b>22. Alternative bids</b></p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”. If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
<p><b>23. Pre-bid conference</b></p>	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p>

	<p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p> <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder's conference or issued/posted as an amendment to ITB.</p>
<p><b>24. Site inspection</b></p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> <li>(i) loss of or damage to any real or personal property;</li> <li>(ii) personal injury, disease or illness to, or death of, any person;</li> <li>(iii) financial loss or expense, arising out of the carrying out of that site inspection; and</li> <li>(iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.</li> </ul> <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
<p><b>25. Errors or omissions</b></p>	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p><b>26. Bidders responsibility to inform themselves</b></p>	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p>

	<ul style="list-style-type: none"> <li>● examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB;</li> <li>● review the ITB to ensure that they have a complete copy of all documents;</li> <li>● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry;</li> <li>● verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents;</li> <li>● attend any Pre-bid conference or site inspection if it is mandatory under this ITB;</li> <li>● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and</li> <li>● form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid.</li> </ul> <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
<p><b>27. No material change(s) in circumstances</b></p>	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> <li>● a change affecting any declaration, accreditation, license or approval;</li> <li>● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors;</li> <li>● a change to any information on which IOM may rely on assessing bids.</li> </ul>
<p><b>SUBMISSION AND OPENING OF BIDS</b></p>	
<p><b>28. Instruction for bid submission</b></p>	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>
<p><b>29. Deadline for bid submission</b></p>	<p>Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a>. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p>



	<p>IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
<p><b>30. Withdrawal, substitution and modification of bids</b></p>	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.</p>
<p><b>31. Storage of bids</b></p>	<p>Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.</p>
<p><b>32. Bid opening</b></p>	<p>Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
<p><b>33. Late bids</b></p>	<p>Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
<p><b>EVALUATION OF BIDS</b></p>	
<p><b>34. Confidentiality</b></p>	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>
<p><b>35. Evaluation of bids</b></p>	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation</p>

	<p>criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> <li>a) Preliminary examination</li> <li>b) Evaluation of eligibility and qualification</li> <li>c) Evaluation of technical bids</li> <li>d) Evaluation of prices of bids found to be substantially compliant</li> </ol> <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
<b>36. Preliminary examination</b>	IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.
<b>37. Evaluation of eligibility and qualification</b>	The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).
<b>38. Evaluation of technical bids</b>	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
<b>39. Evaluation of prices</b>	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.
<b>40. Post-qualification</b>	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of the information provided by the bidder;</li> <li>b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder;</li> <li>f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ol>
<b>41. Clarification of bids</b>	IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding

	<p>the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).</p> <p>IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.</p>
<p><b>42. Responsiveness of bid</b></p>	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> <li>a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or</li> <li>b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or</li> <li>c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
<p><b>43. Nonconformities, reparable errors and omission</b></p>	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
<p><b>44. Right to accept any bid and to reject any or all bids</b></p>	<p>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. IOM shall not be obliged to award the contract to the lowest priced offer.</p>

<b>45. Samples</b>	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
<b>AWARD OF CONTRACT</b>	
<b>46. Award criteria</b>	<p>In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.</p>
<b>47. Right to vary requirement at time of award</b>	<p>At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.</p>
<b>48. Notification of award</b>	<p>Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.</p>
<b>49. Debriefing</b>	<p>In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.</p>
<b>50. Performance security</b>	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily.</p>
<b>51. Bank guarantee for advance payment</b>	<p>Except when the interests of IOM so require, it is IOM's standard practice <u>not to make advance payment(s)</u> (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.</p>
<b>52. Liquidated Damages</b>	<p>If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>

<b>53. Proposal protest</b>	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to <a href="mailto:mscu@iom.int">mscu@iom.int</a> .
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### SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Bid (ITB) is <b>4200637750 and 4200637761</b></p> <p>The Invitation to Bid (ITB) is <b>4200637750 and 4200637761. Supply of 60 Seater Passenger Buses</b> as further described in Section 5 of this ITB.</p>
4.	Eligible bidders	Bidders from all countries are eligible to bid.
5.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: KCO PROCURMENT</p> <p>Address: <a href="mailto:kco-quotationqueries@iom.int">kco-quotationqueries@iom.int</a> .</p> <p>E-mail address: <a href="mailto:kco-quotationqueries@iom.int">kco-quotationqueries@iom.int</a>.</p> <p><b>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</b></p> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 28 May 2024.</p> <p>Time: 10AM East Africa Time.</p> <p>Time zone: East Africa Time.</p> <p>Manner of disseminating supplemental information to the ITB and responses/clarifications to queries:</p> <p>Direct communication to prospective bidders by email.</p>
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in ENGLISH
15.	Price adjustment	<b>The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.</b>
15.	Partial bids (lots)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.
16.	Bid currencies	Prices shall be quoted in Kenya Shillings or United States of America Dollar
17.	Duties and taxes	<p>All prices shall:</p> <p><b>Be exclusive of VAT and other applicable indirect taxes.</b></p>
18.	Bid validity period	<b>60 days</b>

19.	Bid security	<p><b>Required in the amount of two per cent (2%) of the total submitted bid value</b></p> <p>The bid security will be in the same currency as stipulated in Article 16: Bid currencies.</p> <p>Acceptable forms of bid security:</p> <ul style="list-style-type: none"> <li>• Bid security form template set out in Section 7 (original), OR</li> <li>• Any bank-issued cheque / cashier’s Cheque / certified cheque (original)</li> </ul>
22.	Alternative bids	.Not applicable and shall not be considered.
23.	Pre-bid conference	Will not be conducted.
24.	Site inspection	A site inspection will not be held.
28.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><b>BID SUBMISSION BY EMAIL:</b></p> <p>Bid submission address: <a href="mailto:iomnborfq@iom.int">iomnborfq@iom.int</a> <b>PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</b></p> <ul style="list-style-type: none"> <li>▪ File Format: <b>PDF format</b></li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ <b>Max. File Size per transmission: 8MB.</b></li> <li>▪ <b>Mandatory subject of email: PR 4200637750 and 4200637761.</b></li> <li>▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”.</li> <li>▪ Bidders should submit original bid security to IOM Kenya Office address on the bid submission date Monday 8<sup>th</sup> April 2024. For bidders from outside Kenya, we strongly suggest for original Bid Security submission via DHL Express.</li> <li>▪ The bidder should receive an email acknowledging email receipt.</li> </ul> <p><b>Courier / hand delivery for original bid security only:</b></p> <p>Please submit original bid security in closed envelope with subject PR 4200637750 and 4200637761 to</p> <p>IOM Kenya (Receptionist),</p> <p>Sri Aurobindo Avenue, Off Mzima Springs Road. Lavington. Nairobi. Kenya</p> <p>during working days (Monday-Thursday from 08:00 to 16:00 hrs. Friday from 08:00 to 14:00 hrs) before deadline of bid submission date of 3 June 2024 at 10:00 hrs (10 AM).</p>

		<p>Original bid security sent through courier service (e.g. DHL) should be received not later than 3 June 2024.</p> <p><b>Late submission or the absence of Original Bid Security will result in disqualification of Bid Submission</b></p>
29.	Deadline for bid submission	<p><b>Date: Monday 3 June 2024.</b></p> <p><b>Time: 10:00 hrs</b></p> <p><b>Time zone: EAST AFRICA TIME.</b></p>
32.	Bid opening	Public bid opening will not be held
	Expected date for commencement of contract	Friday 28 June 2024
47.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is by 25.%</p> <p>The maximum percentage by which quantities may be decreased is by 25%.%</p>
	Contract award to one or more bidder	<p>IOM will award a contract to one or more bidders, depending on the following factors:</p> <ul style="list-style-type: none"> <li>• Lowest offer technically compliant</li> <li>• Availability</li> <li>• Lead /Delivery Time</li> </ul>
50.	Type of contract to be awarded	<p>Supply Contract</p> <p>See Section 6: for sample contract.</p>
50.	Conditions of contract to apply	See Section 6: Conditions of Contract and Contract Forms
52.	Performance security (for successful bidder upon acceptance of award)	Required in the amount of 10% based on total bid amount. The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6 for template
53.	Advance Payment	Not allowed
54.	Liquidated Damages	Will not be imposed
	Other information related to the ITB	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]</i>



## SECTION 4: EVALUATION CRITERIA

### Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C: Bid Submission
Bid Security	Submission of Original Bid Security

### Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission
Certificates and Licences: <ul style="list-style-type: none"> <li>● Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer, or</li> <li>● Official appointment as local representative, if bidder is submitting a bid on behalf of an entity located outside the country, or</li> </ul>	Form D: Bidder Information

<ul style="list-style-type: none"> <li>• Patent Registration Certificates, if any of technologies submitted in the bid is patented by the bidder, or</li> <li>• Export/Import Licenses, if applicable.</li> </ul>	
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Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum 3 (three) years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum 2 (two) contracts of similar value, nature and complexity implemented over the last 3 (three). years.	<b>Copy of Purchase Order (PO) or Contract Supply or Reference Letter as evidence</b>  And  Form F: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years  AND  Form F: Eligibility and Qualification Form
Bidders' financial capability to mobilize and actually carry out the proposed assignment without the need for pre-financing	Copy of audited financial statements for the last three years  AND  Form F: Eligibility and Qualification Form

#### Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid  Form H: Price Schedule

**Evaluation of Prices**

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule

## SECTION 5: SCHEDULE OF REQUIREMENTS

### A. Technical Specifications for Goods

Item No	Minimum Technical Requirements	Unit	Quantity
1	<p>Minimum Specifications as below:</p> <ul style="list-style-type: none"> <li>• Passenger Bus</li> <li>• Minimum seating Capacity 60-seater</li> <li>• Engine 7000 CC or above</li> <li>• Transmission: Manual</li> <li>• Right hand drive steering</li> <li>• Engine type -Diesel</li> <li>• Euro Specifications 4 or above</li> <li>• Minimum year of manufacture: 2023</li> <li>• Body colour: White</li> <li>• Semi Luxury Body Dimensions Minimum -36.ft Length x 12ft Height x 9ft Width</li> <li>• Rear Dual tyres</li> <li>• All Tyres Off Road Terrain.</li> <li>• Wheel base minimum 6 meters</li> <li>• Non-Air Condition</li> </ul>	3	Bus

### B. Delivery Requirements

Delivery date	<b>Bidder shall deliver the goods within 60 days after PO/Contract signature.</b>	
Delivery place/terms (INCOTERMS 2020)	<b>DAP IOM Nairobi-Kenya</b> (IOM will facilitate PRO1B -import duty exemption)	
Customs clearance (must be linked to INCOTERM)	Shall be done by: Supplier/Bidder (IOM will facilitate PRO1B -import duty exemption)	
Consignee details	International Organization for Migration (IOM), Lavington, Nairobi, Kenya	
Distribution of shipping documents (if using freight forwarder)	Not applicable	
Packing requirements	Not applicable	
Mode of transport	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Land
	<input checked="" type="checkbox"/> Sea	<input type="checkbox"/> Other specify

**C. Inspections and tests**

The following inspections and tests shall be performed:

Kenyan National Transport and Safety Authority Inspections

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

## SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

### 6.1 Contract Form with General Conditions of Contract

Can be downloaded from [D1 Model Supply Agreement EN - 20230317.docx](#)

6.2 Performance Security (for successful bidder upon acceptance of award)

**Performance Security (Bank Guarantee)**

To: *[name and address of Employer]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a \_\_\_\_ 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION 7: BIDDING FORMS**

**Form A: Bid Confirmation**

**Form B: Checklist**

**Form C: Bid Submission**

**Form C: Bidder Information**

**Form E: Joint Venture / Consortium / Association Information**

**Form F: Eligibility and Qualification**

**Form G: Technical Bid**

**Form H: Price Schedule**

**Form I: Bid Security**





**FORM A: BID CONFIRMATION**

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To:             Insert name of contact person                                     Email: Insert contact person’s email - do not enter secure bid email address

From:          Insert name of bidder

Subject        ITB reference PR 4200637750 and 4200637761

Check the appropriate box	Description
<input type="checkbox"/>	<b>YES</b> , we intend to submit a bid.
<input type="checkbox"/>	<b>NO</b> . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients’ requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: <a href="#">Click or tap here to enter text.</a>	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don’t want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to IOM phone [Click or tap here to enter number.](#), email [Click or tap here to enter text.](#)

**FORM B: CHECKLIST**

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

**Technical bid:**

<b>Have you duly completed all the returnable bidding forms?</b>	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information (IOM Vendor Information Sheet)	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information ( <i>if applicable</i> )	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Bid Security	
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>
<b>Have you provided the required documents in support of Form D: Bidder Information?</b>	<input type="checkbox"/>

**Price Schedule:**

▪ Form H: Price Schedule	<input type="checkbox"/>
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**FORM C: BID SUBMISSION**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	ITB reference PR 4200637750 and 4200637761		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

**BIDDER’S DECLARATION OF CONFORMITY<sup>1</sup>**

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.

<sup>1</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.unghm.org/Public/CodeOfConduct">https://www.unghm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

**FORM D: BIDDER INFORMATION**

Please dully filled and stamped IOM Vendor Information Sheet [Vendor Information Sheet.xlsx](#)

**FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION (IFF APPLICABLE)**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	reference PR 4200637750 and 4200637761		

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information ( <i>address, telephone numbers, fax numbers, e-mail address</i> )	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<p><b>Name of leading partner</b></p> <p>(with authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution)</p>	Click or tap here to enter text.
---	----------------------------------

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR**  JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to [Click or tap here to enter text](#) for the fulfilment of the provisions of the Contract.

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of partner:  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

**FORM F: ELIGIBILITY AND QUALIFICATION FORM**

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	reference PR 4200637750 and 4200637761		

*If JV/Consortium/Association, to be completed by each partner.*

**History of Non- Performing Contracts**

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

**Litigation History** (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years and attach copy of contract/Purchase Order, or reference letter

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

<b>Project name &amp; Country of Assignment</b>	<b>Client &amp; Reference Contact Details</b>	<b>Contract Value</b>	<b>Period of activity and status</b>	<b>Types of activities undertaken and role (Contractor, sub-contractor or consortium member)</b>

*Bidders may also attach their own Project Data Sheets with more details for assignments above.*

Attached are the Statements of Satisfactory Performance from the Top 2 (two) Clients or more.

**Financial Standing**

<b>Annual Turnover for the last 3 years</b>	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
<b>Latest Credit Rating (if any), indicate the source and date.</b>			

Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.



FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	reference PR 4200637750 and 4200637761		

Goods Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date <i>(confirm that you comply 60 day or indicate your delivery date)</i>	Quality Certificate/Export Licenses, etc. <i>(indicate all that apply and attach)</i>	Comments
	Yes, we comply	No, we cannot comply <i>(indicate discrepancies)</i>			
Minimum Specifications as below: <ul style="list-style-type: none"> <li>• Passenger Bus</li> <li>• Minimum seating Capacity 60-seater</li> <li>• Engine 7000 CC or above</li> <li>• Transmission: Manual</li> <li>• Right hand drive steering</li> <li>• Engine type -Diesel</li> <li>• Euro Specifications 4 or above</li> <li>• Minimum year of manufacture: 2023</li> <li>• Body colour: White</li> <li>• Semi Luxury Body Dimensions Minimum -36.ft Length x 12ft Height x 9ft Width</li> <li>• Rear Dual tyres</li> <li>• All Tyres Off Road Terrain.</li> <li>• Wheel base minimum 6 meters</li> <li>• Non-Air Condition</li> </ul>					

<b>Other Related services and requirements</b> <i>(based on the information provided in Section 5)</i>	<b>Compliance with requirements</b>		<b>Details or comments on the related requirements</b>
	<b>Yes, we comply</b>	<b>No, we cannot comply</b> <i>(indicate discrepancies)</i>	
Delivery Term (DAP)			
Warranty			
Local Service Support			

FORM H: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	reference PR 4200637750 and 4200637761		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Item No	Minimum Technical Requirements	Quantity	Unit Cost (insert currency)	Total Cost (insert currency)
1	<ul style="list-style-type: none"> <li>• Passenger Bus</li> <li>• Minimum seating Capacity 60-seater</li> <li>• Engine 7000 CC or above</li> <li>• Transmission: Manual</li> <li>• Right hand drive steering</li> <li>• Engine type -Diesel</li> <li>• Euro Specifications 4 or above</li> <li>• Minimum year of manufacture: 2023</li> <li>• Body colour: White</li> <li>• Semi Luxury Body Dimensions Minimum -36.ft Length x 12ft Height x 9ft Width</li> <li>• Rear Dual tyres</li> <li>• All Tyres Off Road Terrain.</li> <li>• Wheel base minimum 6 meters</li> <li>• Non-Air Condition</li> </ul>	3		

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text.should IOM accept this bid:

Name : \_\_\_\_\_

Title : \_\_\_\_\_

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

Signature : \_\_\_\_\_

# FORM I: BID SECURITY (Bank Guarantee)

WHEREAS, *[name of Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date]* for *[name and number of the solicitation process]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of International Organization for Migration (IOM) (hereinafter called "IOM") in the sum of *[amount]* (the "Guaranteed Amount") for which payment well and truly to be made to IOM, the Bank binds itself, its successors, and assigns by these presents.

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

THE CONDITIONS of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws or modifies its Bid during the period of Bid validity specified in the Bid; or
- (2) If the Bidder having been notified of the acceptance of its Bid by IOM, during the period of Bid validity:
  - (a) fails, delays, or refuses to execute the Contract in accordance with the solicitation documents, if required; or
  - (b) fails, delays, or refuses to furnish to IOM the Performance Security, if applicable, in accordance with the solicitation documents or
  - (c) does not accept the correction of the Bid Price pursuant to Instructions to Bidders in the solicitation document; or
  - (d) fails to comply with any other conditions specified in the solicitation document, prior to signing the Contract,

We undertake to immediately pay to IOM the amount demanded by IOM, up to the Guaranteed Amount and without any deduction, counterclaim or set-off, upon receipt of its first written demand, without IOM having to substantiate its demand, provided that in its demand IOM will note that the amount claimed by it is due to the occurrence of one or any of the abovementioned conditions, specifying the occurred condition or conditions. We further undertake to indemnify IOM for any cost, loss or liability incurred by IOM as a result of our failure to comply with the terms of this Bid Security. The Parties acknowledge and agree that the Bank's obligations under this Bid Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings and without the need to proceed against or enforce any other rights or security or claim payment from any person before claiming under this Bid Security and its obligation to pay IOM shall be fulfilled by the Bank without any objection, opposition or recourse. The Bank and IOM acknowledge and agree that the terms and conditions of the Bid Security shall remain unchanged for the duration of the Bid Security validity period (as defined below).

This Bid Security will remain in force up to and including the date *[insert the number of days as required according to the Solicitation Documents]* after the date of the expiration of the Bid Validity ("Bid Security validity period"), as stated in the solicitation document as it may be extended by IOM, notice of which extension(s) to the Bank is hereby waived. The Bank hereby agrees and acknowledges that its obligations under this Bid Security shall remain valid and enforceable notwithstanding any extension of the Bid Security Validity Period. Any demand in respect of this Bid Security should reach the Bank not later than the above date.

Nothing in or relating to this Bid Security shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

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

NAME AND POSITION OF SIGNATORY \_\_\_\_\_

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

*[signature, name, and address]*