

BIDDING DOCUMENTS

(PROCUREMENT OF GOODS)

Emergency Shelter and Non-Food Items

ITB IOM-2018-005

SUPPLY AND DELIVERY OF

Emergency Shelters and Non Food Items

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
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Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 IOM invites bids for the supply and delivery of *Emergency Shelters and Non Food Items* hereto referred 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 for each PO issued under the LTA within *30 calendar days* and no later than *60 calendar days* after signature of Contract and issuance of Purchase Order.
 - 1.3 The supplies expected under this bidding process are requested over a duration of one calendar year with no bearing on minimum order. The details of supply are covered under Schedule of Requirements

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all Bidders from eligible source countries.
 - 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 country Mission may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a beneficiary of IOM.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt, fraudulent and coercive practices issued by IOM in accordance with ITB Clause 3.
 - 2.5 Bidders shall not be involved in terrorist act/criminal activities or associated with individuals and/or entities associated with terrorist act/criminal activities. For this purpose, Bidders shall not be included in the proscribed list of individuals and/or entities as contained in the 1267 Committee of the UN Security Council Counter Terrorism Committee (CTC)
 - 2.6 IOM will reserve the right to cancel contract at any time with regards to ITB Clause 2.4 and 2.5 with no financial obligation to IOM.

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 is produced 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) Section I: Instructions to Bidders (ITB)
 - b) Section II: Schedule of Requirements
 - c) Section III: Contract for Supply and Delivery of Goods
 - d) Section IV: Quality Control Requirements
 - e) Section V: 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 notify IOM in writing at IOM’s address indicated in ITB Clause 19.2a. IOM will respond in writing to any request for clarification of the bidding documents, which it receives no later than *Ten (10) 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 only**. 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. The bids and supporting technical documents not in English or translated into English may be rejected.

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 separately in the following manner:

(a) For goods offered from within IOM's Mission country:

(i) the price of the goods quoted *DDU*, including all custom duties, sales and other taxes not paid in relation to duty free exemption of United Nations.

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted in *DDP*. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible/acceptable source.

(ii) the condition of *DDU* restricts any custom duties, sales and other taxes applied within IOM's Mission country.

12.3 The INCOTERM shall be governed by the rules prescribed in the current edition of INCOTERMS 2010 published by International Chamber of Commerce.

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 *USD* currency. Any bids quoted other than *USD* will be rejected.

**14. Documents
Establishing**

14.1 Pursuant to ITB Clause 10.1b, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and

**Bidder's
Eligibility and
Qualification**

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 and established through the documentary evidence provided by the bidder;

(c) As part of the submission package for this call, bidders must provide:

- i. Legal, Technical and Financial Eligibility Documents
- ii. Technical Proposal Documents
- iii. Financial Proposal Documents

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.
- (c) any deviations to the specified technical specifications will not be basis for price negotiation. IOM will reserve the right to reject the specifications other than that specified under the schedule of requirements
- (d) the supplier will guarantee the quantities available for supply and no deviation to specifications will be allowed during course of the contract. Inability to provide goods as per advertised and agreed specifications will result in cancelation of the contract with no financial bearing on IOM

15.4 For purposes of the commentary to be furnished pursuant to ITB Clause 15.3(c) 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

Bids shall remain valid for the period of one *calendar year* 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.

In exceptional circumstances, prior to expiry of the bid validity, IOM may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing.

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 *2.5 % of the total bid amount or the total budget cost.*

- 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 *USD in the form of certified check, or bank guarantee or letter of credit from a reputable commercial banking institution callable on demand as prescribed.*
- 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 and 2nd Copy of the bid, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 18.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the 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 and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY OF BID”. The envelopes shall then be sealed in an outer envelope.

19.2 The inner and outer envelopes shall:

- (a) be addressed to IOM at the address given below:
12 Suhail Majdouba Street, Jordan University Street, Opposite the University Hospital, PO Box 4880, Tila’a Al Ali, Amman, Jordan; and
- (b) bear the Project name, the Invitation for Bids (ITB) title and reference number (ITB IOM-2018-005), and a statement: “DO NOT OPEN BEFORE 25 April 2018, 12:00hr.

Bids shall comprise the following two sets of documents:

- (a) Technical Proposal
- (b) Financial Proposal

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

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

19.5 Technical Bid and Content

The Technical details of the items required by IOM can be found in Section II: Schedule of requirements.

Refer to Section II and IV for the required content of the technical Bid and related QC

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 *12:00hrs 25 April, 2018, Jordan Time (GMT +2)*

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 1300 hrs on 25 April 2018. .
- 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 documented 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**
- 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

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 in USD 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 The technical proposals of Supplier shall be evaluated based on PASS/FAIL criteria. Suppliers must **PASS all criteria** outlined per below table.

Technical Evaluation Table (per lot)

Criteria	Evaluation
1. Technical evaluation for conformity of the items to specifications.	Pass/Fail
2. Packaging details as per advertised requirement	Pass/Fail
3. Relevant references from clients (organizations) including statement of satisfactory supplier/vendor performance included.	Pass/Fail
4. Technical specifications provided as part of the technical bid	Pass/Fail

27.3 After completion of the Technical Proposal evaluation, IOM shall notify those Suppliers whose proposal were considered non responsive based on the Technical Evaluation Table, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

27.4 IOM shall simultaneously notify the Suppliers that have passed the Technical Criteria.

27.5 The **Financial Proposal** of Suppliers who passed the technical evaluation shall be opened. The Supplier with the lowest financial offer per lot or combination of lots will be invited for negotiation.

27.6 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.

27.7 The comparison shall be between the *DDU* price of the goods offered from within IOM's Mission country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the

CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside IOM's Mission country.

27.8 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) cost of inland transportation, insurance, and other costs within IOM's Mission country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Conditions of Contract;
- (d) other specific criteria indicated and/or in the Technical Specifications

27.9 Merit Point System

- (a) Eligibility Documents (1,0)
presence or absence of the documents
- (b) Technical Proposal (1,0)
(Comply/ Doesn't Comply) strict compliance with the provided Technical Specifications and other requirements such as Delivery and Quality Control.
- (c) Financial Proposal (Price) (1,0)
Lowest Bid from those who passed I and II above.

A score of zero "0" on any of the eligibility documents, or in the Technical Proposal will automatically result in disqualification.

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, Quality 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.

**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 Bidder whose bid has been determined to be substantially responsive and has 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 *10% of variation* 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 three (3) days of receipt of the Contract, the successful Bidder shall sign and date the contract and return it to IOM.

36. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested. And further costs associated such as storage, demurrages, transport waiting time will be charged to supplier account. For any Quality issues, potential disputes and inconsistency of the items, Any additional inspection costs, and the applicable penalty clauses (equivalent percentage of the rejected quality attribute), will all be charged to the vendors/suppliers/manufacturers

