

INVITATION TO BID (ITB)

Request for Quotation for Provision of Hotel Accommodation Services for IOM Beneficiaries in Mae Sot, Thailand (LTA).

ITB Reference No: TH2024-029

Country: Thailand.

Date: 03 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

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 csuriyos@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.

Name: Mohammad Zahed Nowaz

Title: Supply Chain Officer.

Date: 3 May 2024

SECTION 2: INSTRUCTIONS TO BIDDERS

| GENERAL | |
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| <p>1. Scope</p> | <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> |
| <p>2. Interpretation of the ITB</p> | <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> |
| <p>3. Supplier Code of Conduct</p> | <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: Supplier Code of Conduct (ungm.org).</p> |
| <p>4. Eligible bidders</p> | <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"> • is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; • is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; • is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; • Other sanctions lists, if applicable, as per the discretion of the IOM. |
| <p>5. Eligible goods, works and services</p> | <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> |
| <p>6. Proprietary information</p> | <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 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</p> |

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| | form part of the bid will become the property of IOM, who will not be required to return them to your firm. |
| 7. Publicity | During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB. |
| SOLICITATION DOCUMENTS | |
| 8. Clarification of solicitation documents | <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> |
| 9. Amendment of solicitation documents | <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> |
| PREPARATION OF BIDS | |
| 10. Cost of preparation of bid | 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. |
| 11. Language | 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. |
| 12. Documents comprising the bid | <p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ol style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule d) Bid Security (if required) |
| 13. Documents establishing eligibility and qualifications of the bidder | 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. |
| 14. Technical bid | 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. |
| 15. Price Schedule | <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"> • All items and lots (if applicable) must be listed and priced separately. |

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| | <ul style="list-style-type: none"> • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • 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. • 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. • 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. |
| <p>16. Bid currencies</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"> • 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 • 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. |
| <p>17. Duties and taxes</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>18. Bid validity period</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 original bid, but will be required to extend the validity of the bid security, if required, for the</p> |

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| | <p>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>19. Bid Security</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"> ● If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; ● In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after IOM has issued an award; or ○ 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. |
| <p>20. Joint Venture, Consortium or Association</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"> ● 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 ● 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. <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 the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that</p> |

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| | <p>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"> ● Those that were undertaken together by the JV, Consortium or Association; and ● Those that were undertaken by the individual entities of the JV, Consortium or Association. <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>21. Only one bid</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"> ● they have at least one controlling partner, director or shareholder in common; or ● any one of them receive or have received any direct or indirect subsidy from the other/s; or ● they have the same legal representative for purposes of this ITB; or ● 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; ● 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. |
| <p>22. Alternative bids</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>23. Pre-bid conference</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> |

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| | <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>24. Site inspection</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"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <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>25. Errors or omissions</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>26. Bidders' responsibility to inform themselves</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"> • 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; • review the ITB to ensure that they have a complete copy of all documents; |

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| | <ul style="list-style-type: none"> ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; ● 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; ● attend any Pre-bid conference or site inspection if it is mandatory under this ITB; ● 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 ● 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. <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> |
| 27. No material change(s) in circumstances | <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"> ● a change affecting any declaration, accreditation, license or approval; ● 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; ● a change to any information on which IOM may rely on assessing bids. |
| SUBMISSION AND OPENING OF BIDS | |
| 28. Instruction for bid submission | <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> |
| 29. Deadline for bid submission | <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 http://www.timeanddate.com/worldclock/. 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> |

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| 30. Withdrawal, substitution and modification of bids | <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> |
| 31. Storage of bids | <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> |
| 32. Bid opening | <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> |
| 33. Late bids | <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> |
| EVALUATION OF BIDS | |
| 34. Confidentiality | <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> |
| 35. Evaluation of bids | <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 criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <p style="padding-left: 40px;">a) Preliminary examination</p> |

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| | <ul style="list-style-type: none"> b) Evaluation of eligibility and qualification c) Evaluation of technical bids d) Evaluation of prices of bids found to be substantially compliant <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> |
| 36. Preliminary examination | 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. |
| 37. Evaluation of eligibility and qualification | 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). |
| 38. Evaluation of technical bids | 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. |
| 39. Evaluation of prices | 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. |
| 40. Post-qualification | <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> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the bidder; 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; 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; 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; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| 41. Clarification of bids | 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 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). |

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| | <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>42. Responsiveness of bid</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"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <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>43. Nonconformities, reparable errors and omission</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"> 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; 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 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. <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>44. Right to accept any bid and to reject any or all bids</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> |
| <p>45. Samples</p> | <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</p> |

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| | <p>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> |
| AWARD OF CONTRACT | |
| 46. Award criteria | 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. |
| 47. Right to vary requirement at time of award | 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. |
| 48. Notification of award | 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. |
| 49. Debriefing | 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. |
| 50. Performance security | <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> |
| 51. Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (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. |
| 52. Liquidated Damages | 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. |
| 53. Proposal protest | 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 mscu@iom.int . |

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 TH2024-029.</p> <p>The International Organization for Migration (hereinafter called IOM) in Thailand intends to find service providers to provide the services of Accommodation as further described in Section 5 of this ITB.</p> <p>Based on the results of this competitive bidding exercise, IOM intends to enter into non-exclusive Long-Term Agreement(s) (LTAs) with the successful bidder(s) for providing of an indefinite quantity of the specified services in support of IOM's operations. In the event of IOM signing Long Term Agreement(s), the following shall apply: Section 6.1</p> <p>The successful bidder shall accord the same terms and conditions to any other organisation within the International Organization for Migration that wishes to avail of such terms, after written consent from IOM.</p> <p>The expected duration of the LTA is: Two (2) years with the possibility of extension for up to one additional year subject to the service provider's satisfactory performance and competitiveness of prices.</p> <p>The estimated volume to be purchased is: THB50,000,000 per year. LTAs are considered non-exclusive, and the estimated volume is based on a forecast of needs and does not constitute a commitment to place orders up to the volume.</p> <p>IOM reserves the right to enter LTAs with more than one service providers and the right to split the award of contracts among the LTA holders if it is in the best interests of IOM.</p> |
| 4. | Eligible bidders | Only bidders those who operate hotel business in Mae Sot, Thailand are eligible to participate in this ITB. |
| 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: SURİYOS Chamiporn</p> <p>E-mail address: csuriyos@iom.int</p> <p>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).</p> <hr/> <p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 17-May-24</p> <p>Time: 17:00hrs.</p> <p>Time zone: UTC +7</p> |

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| | | Manner of disseminating supplemental information to the ITB and responses/clarifications to queries: Direct communication to prospective bidders by email. |
| 11. | Language | All bids, information, documents, and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English Language. |
| 15. | Price adjustment | The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract. |
| 15. | Partial bids (lots) | Bidders shall be allowed to quote prices for one or more lots identified in Section 5: Schedule of Requirements. However, Bidders must offer 100% of the items and 100% of the quantities per item specified per lot. Evaluation will be done per lot. |
| 16. | Bid currencies | Prices shall be quoted in THB. |
| 17. | Duties and taxes | All prices shall: Be inclusive of VAT and other applicable indirect taxes. |
| 18. | Bid validity period | 90 days |
| 19. | Bid security | Not required. |
| 22. | Alternative bids | Not allowed. |
| 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><input checked="" type="checkbox"/> Email</p> <p>SUBMISSION BY EMAIL to iomthailandtender@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> ▪ File Format: PDF ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 10MB ▪ Mandatory subject of email: TH2024-029_Proposal_Hotel's Name. ▪ If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ 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". ▪ Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: 588 Moo 7, Mae Sot – Phob Phra Road, Mae Pa, Mae Sot, Tak Province 63110. ▪ It is recommended that the entire bid be consolidated into as few attachments as possible. ▪ The bidder should receive an email acknowledging email receipt. |
| 29. | Deadline for bid submission | Date: 27-May-24 |

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| | | Time: 17:00hrs Time zone: UTC +7 |
| 32. | Bid opening | Public bid opening will not be held. |
| | Expected date for commencement of contract | 01-Oct-24 |
| 47. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased is 0% The maximum percentage by which quantities may be decreased is 0% |
| | Contract award to one or more bidder | IOM will award a contract to one or more bidders depending on the requirements. |
| 50. | Type of contract to be awarded | Long-Term Agreement (LTA). See Section 6: for sample contract. |
| 50. | Conditions of contract to apply | See Section 6 |
| 52. | Performance security | Not Required. |
| 53. | Advance payment | Not Allowed |
| 54. | Liquidated Damages | Will not be imposed Percentage of contract price per week of delay: 1% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract. |

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 |
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| 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 Security with a compliant validity period | Form I |

| Preliminary Evaluation Checklist | Pass/Fail |
|---|-----------|
| Bid submitted within the deadline | |
| Bid submitted via dedicated email / address stipulated in the ITB | |
| Bidder information form (VIS) fully accomplished | |
| Copy of Tax/VAT registration document submitted | |
| Copy of business registration certificate | |
| Permission/authorized to operate hotel business in Thailand | |
| Declaration of Conformity for Supplier – Signed and stamped | |
| UN Code of Conduct for Suppliers – Signed and stamped | |
| Bidder listed in UN Security Council 1267 List | |
| IOM List of Suspended and Removed Vendors | |
| Bidder listed in UN Ineligibility Lists | |

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 <ul style="list-style-type: none"> ✓ Copy of Business Registration Certificate from concerned authority to operate hotel business in Mae Sot area. ✓ Copy of Tax/VAT registration certificate. |
| 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 |

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| 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 |

| 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 years of experience in operating hotel business. | Form F: Eligibility and Qualification Form Please mention the years of experience operating hotel business. |

Technical Evaluation Criteria: All Criterial will be evaluated on a Score basis.

| Criteria | | Documents/Response |
|---|----|---|
| Minimum standard capacity 20 rooms with standard facilities to accommodate requests from the IOM | 10 | Please mention numbers of room. |
| Daily room (or upon agree e.g. every two day or three times a week) cleaning and disinfection of all surfaces as well as replacing any dirty towels and replenishing supplies and amenities. | 10 | Please mention Yes/No |
| The standard room is well equipped with basic set up including attached bathroom, air conditioning, LCD TV with remote control, bath amenities, towels, safe deposit box, telephone, refrigerator, desk, and chairs | 10 | Please mention Yes/No |
| Adequate safety security system for 24hrs including fire safety). | 5 | Please mention Yes/No |
| Hotel staff are available to ensure 24/7 services. | 5 | Please mention Yes/No. |
| Hygiene, compound cleanliness, and mosquito prevention. | 5 | Please provide a brief statement of maintenance of hygiene, cleanliness, and mosquito prevention. |
| Cafeteria/kitchen/restaurant/eating area is available | 5 | Please mention Yes/No |
| Minimum three years' experience in operating Hotel Accommodation business. | 5 | Please mention years of experience. |

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| Transport facility available at night to transfer boarder to hospital in case of emergency. | 5 | Please mention Yes/No. |
| Total Score | | Pass Marks 36 out of 60 |

Note: At least 60% marks need to be achieved to pass in technical evaluation. Only technically compliant hotels will be considered for financial evaluation.

Evaluation of Prices

| Criteria | Documents to establish compliance |
|---|-----------------------------------|
| <p>Awards are made based on the lowest cost technically compliant for the requested services.</p> <p>Price comparison shall be based on the unit cost of the following:</p> <ul style="list-style-type: none"> • Standard Double bed for 2 people including breakfast (daily rate). • Standard Double bed for 2 people excluding breakfast (daily rate). • Extra bed with pillow and other supplies (daily rate) • Bangalow/cottage for more than 3 persons (daily rate) • Perperson price for staying in case of dormitory (daily rate) • Add on breakfast/per person. • Meal (Lunch/dinner)/per person. • Transport service to transfer boarders to hospital in case of emergency. | Form H: Price Schedule |

SECTION 5: SCHEDULE OF REQUIREMENTS

A. Summary of Requirements:

1. Project Description

The International Organization for Migration, by a field office in Mae Sot, Thailand, required hotel accommodation for IOM beneficiaries during their transit in Mae Sot before travel to Bangkok or other destinations. Having observed the opportunity to leverage available expertise and facilities, IOM has decided to establish LTAs to facilitate the efficient handling of hotel accommodation and obtain the best rates and quality services from the hospitality and hotel providers.

Providers chosen under this LTA will accommodate IOM beneficiaries where necessary and will be selected based on established standard rates and acceptance of IOM's requirements.

2. Scope of Services, Expected Outputs and Target Completion

This arrangement will facilitate the implementation of IOM Programme activities by ensuring the timely engagement of providers and the provision of quality services.

Scope of Services

- Coordinate with the IOM Focal point for room reservation, feedback, and invoicing.
- Ensure that all rooms and hotel facilities are clean and well-prepared.
- Ensure that bedding equipment is clean.
- Ensure that maintenance services are promptly available.
- Ensure that common areas are available.
- Ensure that hotel staff are available 24 hours a day.
- Ensure that nighttime transportation is available in case of emergency, such as transporting a sick or injured person to the hospital.
- Ensure that the canteen/cafeteria is available.
- If the hotel does not have a catering service, it allows outside caterers to deliver ready-to-eat food or meal boxes to the hotel.

Expected Outputs

- Access to the hotel accommodation and other services which meet the requirements.
- Sufficient capacity to accommodate IOM booking.
- Regular cleaning of rooms, hotel facilities, and bedding equipment is required to ensure refugees' well-being.
- Security services are provided to ensure safety and security.
- Meals are provided sufficiently.
- A cafeteria or eating area is available.

3. Institutional Arrangement

The Service Provider shall work independently but with consistent communication, reporting to and seeking approval from IOM through the IOM Mae Sot Operation Team or focal point.

4. Duration of the Work

The service providers are expected to commence from 1st of October 2024 to 30 September 2026

5. Location of Work

Mae Sot, Tak, Thailand

6. Qualifications of the Successful Service Provider

- a) Registered and duly licensed to operate the hotel and located in the Mae Sot area.

- b) Have sufficient qualified personnel.
- c) Having capacity and standard hotel facilities to accommodate requests from the IOM.
- d) Experience working with NGOs and UN agencies is a strong asset; experience working with IOM will also be considered favourably.

7. Scope of Proposal Price and Schedule of Payments

- a) The quotation should include a fixed all-inclusive service fee.
- b) Prices quoted by the bidder shall be fixed during the bidder’s contract performance.
- c) IOM standard credit term is 30 days.
- d) The service provider shall invoice monthly, using the official invoice, statement of account, and/or summary form of the Service Provider with the following details: dates of service, description of services provided in detail, cost breakdown, and total cost for IOM, including IOM request forms unless otherwise instructed by IOM.

8. Recommended Presentation of Offer

The quotation should be organized according to the templates of the RFQ or service provider’s form with equivalent information to the templates of the RFQ.

B. Delivery Requirements

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| Delivery date | Bidder shall deliver the services upon request after contract signature. |
| Service Delivery place | Mae Sot, Tak, Thailand |

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES

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

