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**REQUEST FOR QUOTATIONS (RFQ)  
 AND  
 GENERAL INSTRUCTION TO SUPPLIERS (GIS)<sup>1</sup>**

To : Suppliers  
 Project: Supply and Delivery of Materials for Public Infrastructure Repair Works for Typhoon  
 Maysak Reconstruction Project (Yap, FSM)  
 Ref. No.: TMRP YAP 16/ 100\_2016  
 Date : 4July 2016

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

In the framework of *the PREPARE program and reconstruction efforts in Yap State in FSM after Typhoon Maysak*, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of *“Repair/Reconstruction of Public Infrastructure and Utilities Project (RPIUP)”* (*pls. refer to the BOM*).

With this RFQ is the GIS which include the Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotation for consideration by IOM.

IOM reserves the right to accept or reject any quotation, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM’s action.

Very truly yours,

*Lyndon Perez*  
 Procurement Staff/Focal Point

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<sup>1</sup> This RFQ template is for the procurement of Goods requiring a more formal selection process with cost threshold of less than USD250,000. It contains general instruction to Suppliers and applicable forms which can be modified by the Mission to suit their specific requirements.

## GENERAL INSTRUCTION TO SUPPLIERS (GIS)

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### 1. Description of Goods

IOM request prospective suppliers to submit quotations for the supply and delivery of goods: [“Materials for Public Infrastructure Repair Works for Typhoon Maysak Reconstruction Project \(Yap, FSM\)”](#)

Suppliers are requested to quote quantity as follows:

Lot No.	Materials for Public Infrastructure Repair
1	Materials : Various repair for Falalop OIHS

- *BOM is attached for reference*
- *Please provide the following*

***RSB: Mill Certificate/Epoxy Coating Certificate***  
***Lumbers: Treatment Certificate- Note: CAC Treatment***  
***Plywood Treatment Certificate- Note: CAC Treatment***  
***Others: Product Standard Certificate***  
***Product Data Catalogs/Spec Sheets***

### 2. Corrupt, Fraudulent, and Coercive Practices

IOM requires that all IOM Staff, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by Suppliers, 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 defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act 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;
- 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 other benefit;
- 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 affect the execution of a contract

### 3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;

- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this quotation;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Quotation in this Quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

#### **4. Eligible Suppliers**

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex D) to establish their eligibility together with the Quotation.(applicable to first time vendors only)

#### **5. Cost of Preparing the Quotation**

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and IOM will not in any case be responsible and liable for the costs incurred.

#### **6. Errors, omissions, inaccuracies and clarifications**

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

**Email:** [procmicronesia@iom.int](mailto:procmicronesia@iom.int)

IOM will respond to any request for clarifications received on or before *08 July 2016*. Copies of the response including description of the clarifications will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

#### **7. Confidentiality and Non-Disclosure**

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

#### **8. IOM's Right to Accept any Quotation and to Reject any and all Quotations**

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

#### **9. Requirements**

## 9.1 Quotation Documents

The following shall constitute the Quotation Documents to be submitted by the Suppliers:

- a.) Quotation Form (Annex A)
- b.) Price Schedule Form (Annex B)
- c.) Technical Specifications Form (Annex C)

Suppliers are required to use the forms provided as Annexes in this document.

## 9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotation shall be in **English** and prices shall be quoted in **USD**, exclusive of VAT.

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless otherwise approved by IOM. A submitted quotation with an adjustable price quotation will be treated as non responsive and will be rejected.

## 9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *30 calendar days*, after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

## 9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Quotation, documents establishing the Supplier's eligibility to submit Quotation and its qualifications to perform the contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex D) shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 10. Submission of Quotation Documents

Quotation may be submitted via email message. The Supplier must send Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to [procmicronesia@iom.int](mailto:procmicronesia@iom.int). And the original hard copies must be submitted and sealed inside an envelope to the below address with marking.

“Original Bidding Documents” Materials : Various repair for Falalop OIHS Buildings  
International Organization for Migration  
1<sup>st</sup> floor Phase 1, YCA Commercial Center  
P.O. Box 9 Colonia, Yap  
FSM 96943

Attention: Procurement

Submission date on or before 20th July 2016. Hard copies must be supported by a Air way Bill  
(Please note Late Bids Will Not be Accepted)

#### **11. Opening of Quotations.**

At the indicated time and place, the opening of Quotations shall be carried out by IOM in the presence of the Suppliers who wish to attend. IOM reserve the right to conduct opening of Quotations in public or not.

#### **12. Acceptance of Quotations.**

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Quotations at the time of their opening.

#### **13. Rejection of Quotations**

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Supplier is currently under list of blacklisted suppliers;
- (e) the Supplier offer imposes certain basic conditions unacceptable to IOM

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

#### **14. Evaluation of Quotations**

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Price

Arithmetical errors will be corrected 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 Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

#### **15. Post Qualification**

Prior to award, post-qualification will be carried out by IOM to further determine the selected Supplier's technical and financial capability to perform the contract. IOM shall verify and validate

any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment.

#### **16. Award of Contract**

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Supplier through a Notice of Award. IOM shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

#### **17. Delivery Site and Period of Delivery**

The goods should be delivered at the following delivery site/s:

**CIF Colonia, Yap FSM**

Delivery period shall be within *30 days-60 days* upon signing of the Purchase Order or Contract.

#### **18. Liquidated Damages**

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, 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.

#### **19. Payment**

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered<sup>2</sup>.

IOM may grant an advance payment equivalent to maximum of *10%* of the Contract Amount upon submission of a claim and a Bank Guarantee for the equivalent amount valid until the goods are delivered and in the form provided in Annex E. The bank guarantee may be waived if the advanced amount is less than USD Ten Thousand Dollars (USD 10,000).

#### **20. Warranty**

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction. A Warranty Certificate shall be provided by the Supplier.

#### **21. Settlement of Dispute**

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

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<sup>2</sup> Insert conditions if progress payment is allowed

**Annex A**

**QUOTATION FORM**

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

To : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the General Instruction for the Supply and Delivery of *[insert description of goods]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of *[total bid amount in words and figures and currencies]* in accordance with the Price Schedule (Annex B) which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule set out in the Price Schedule.

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

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Quotation for and on behalf of  
\_\_\_\_\_ *[name of company]*





