

REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)

To : Suppliers

Project: Supply and Delivery of Construction Materials for Typhoon Maysak Reconstruction

Project (Chuuk, FSM)- Public Infrastructure (New Construction)

Ref. No.: TMRP TKK 16-0631/0632/0633/0634 and 0642

Date: 10 February 2017

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 Chuuk State in FSM after Typhoon Maysak, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of "Construction Materials for Chuuk Public Infrastructure categorized as New Construction" for Typhoon Maysak Reconstruction Project (TMRP) in Chuuk, FSM" (please refer to the BOQ/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. Please take note of the below dates;

Bid Clarification Period: Feb.11,2017 to Feb.17,2017 Bid Submission Date: Feb.24,2017 Office Hours Only.

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,

Herber F. Santos

Procurement Officer/ IOM-Chuuk

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotations for the supply and delivery of goods: "Construction Materials for Chuuk Public Infrastructure categorized as New Construction" for Typhoon Maysak Reconstruction Project (TMRP) in Chuuk, FSM"

Suppliers are requested to quote the quantity and availability of the items as per below:

No.	Region	New Construction Materials	
	Northern Namoneas	Please see the attached BOM	
1		(Annex E)	
	Southern Namoneas	Please see the attached BOM	
2		(Annex E)	
	Faichuk	Please see the attached BOM	
3		(Annex E)	
	Northwest Islands	Please see the attached BOM	
4		(Annex E)	
	Mortlocks	Please see the attached BOM	
5		(Annex E)	

- BOM per Region is at Annex E for reference
- Pls provide the following

RSB: Mill Certificate/Epoxy Coating Certificate

Lumbers: Treatment Certificates (NOTE: CA-C Treated)

Others: Product Standard Certificates/ MSDS for chemicals/paints

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. – if new or not a recognized IOM Chuuk vendor

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 below email address;

Email: procmicronesia@iom.int

IOM will respond to clarifications received on or before 17 February 2017. 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. IOM will issue Bid Bulletin if necessary.

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)- Please include availability
- c.) Technical Specifications Form (Annex C)- Please Comment if same with IOM Specification
- d.) Vendor Information Sheet (Annex D)- Please fill-up if new vendor for IOM Chuuk.

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 45 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.

The original hard-copies including other needed documents must be submitted and sealed inside an envelope to the below address with marking;

"Original Bidding Documents" Chuuk Public Infrastructure New Construction Materials

International Organization for Migration 2F Susumu Enterprise Bldg No.2 Weno, Chuuk ,96942

Attention: Procurement

Submission date on or before 24th February 2017. Bidders may also send their quotation as stated in Item 9.1 (Quotation Documents) via email message to procmicronesia@iom.int in-order to receive the bids on time for Vendors outside Chuuk. 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 vendors 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:

Chuuk: CIF- Weno, Chuuk FSM

Delivery period shall be within 30-45 days upon issuance of the approved Purchase Order and Notice to Proceed (NTP).

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 delivered¹.

IOM may grant an advance payment equivalent to maximum of 15% 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 (USD10,000).

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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¹ 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 thisday of20
[signature over printed name] [in the capacity of]
Duly authorized to sign Quotation for and on behalf of [name of company]

PRICE SCHEDULE FORM

PROJECT T	ITL	Æ : .	Chuuk Public Infrastructure -New Construction
REGION	: _	Please	e use One (1) Price Schedule Form per Region BOM
REF NO.		:	

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	DELIVERY SCHEDULE	DELIVERY SITE /FINAL DESTINATION
TOTAL								

Suppliers authorized signature over printed name	

TECHNICAL SPECIFICATIONS

Ref No. Item No. Item Description	:	
Manufacturer Origin Model	: : :	
IOM'S	SPECIFICATIONS	BIDDER'S SPECIFICATIONS
[insert required	l specifications including other ervices if necessary]	

Supplier's authorized signature over printed name

Annex D

VENDORS INFORMATION SHEET (VIS)

[insert here IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

VENDOR INFORMATION SHEET (VIS)

Name of the Compa	any					
Address	Leased		Owned	Area: _	sqm	
House No						
Street Nam						
Postal Code City						
Region	·					
Country						
Contact Numbers/A						
	Nos		Contact Persor	n:		
Fax No.			_ _Website:			
E man Add	ress		_ website:			
Location of Plant/W	Varehouse	Leased	Owned	d	Area:sqm	
Business Organizat	ion Corporati	on Partr	nership	Sole Pr	oprietorship	
Business License N	o.:	_ Place/Date Is	ssued:	Expiry	/ Date	
No. of Personnel _	Re	egular	Contract	ual/Casua	al	
Nature of Business	Trade					
Manufactur	er	Authori	zed Dealer		Information Services	
Wholesaler		Retailer		Cuu	ter Hardware	
Trader		Importe	r		Service Bureau	
Site Develo		Consult	ancy		Others	
Number of Years ir Complete Products						
					<u></u>	

Payment Details Payment Method Cash Currency Loc.Cur Terms of Payment 30 days Advance Payment Yes	rrency USD	Transfer Others EUR Others 7 days upon receipt of invoice % of the Total PO/Contract	
Bank Details: Bank Name Bldg and Street City Country Postal Code Country Bank Account Name Bank Account No. Swift Code Iban Number			
Name	Title/Position	Contracts & other commercial docu	uments
Companies with whom you have Dollars: Company Name Busines		years with approximate value in Uon/Tel. No.	S

Have you ever provided pr	oducts and/or services to	o any mission/office of IOM?	
Yes	No		
If yes, list the department a	and name of the personne	el to whom you provided such goods and/o	or services
Name of Person M	ission/Office	Items Purchased	
			_
			_
			_
			_
Do you have any relative y	who worked with us at or	ne time or another, or are presently employ	yed with
IOM? If yes, kindly state i	name and relationship.	ie time of another, of are presently employ	ed with
	_		_
	_		_
			_
			_
Trade Reference			
Company	Contact Person	Contact Number	
			_
			_
			_
			_
Banking Reference			
Bank	Contact Person	Contact Number	
			_
			_
	_		_

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

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

^{*} For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will

result in automatic "failed" rating.

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

ved by:	
Signature	Signature
Printed Name	Printed Name
Position/Title	Position/Title
Date	Date