

REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹

To : Suppliers

Project: Vessel Charter, Transportation of Materials for Public Infrastructure Repair

Works for Typhoon Maysak Response (Yap and Chuuk, FSM)

Ref. No.: TM.R_ 2016-Landing Craft

Date: 14 September 2016

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 and Chuuk State in FSM after Typhoon Maysak, the IOM invites interested eligible Suppliers to submit Quotations for charter of 1 unit "Landing Craft-" (pls. refer to the specifications below).

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.

Schedules to note:

Bid Clarifications – until 22 September 2016 Bid Submission – 28 Sept 2016

Very truly yours,

Marko Anic

Procurement and Logistics Officer

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¹ 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)

1. Description of Goods

IOM request prospective suppliers/carriers to submit quotations for the charter of 1 unit Landing Craft (self-propelled) vessel that would satisfy the following requirements

- Vessel that can transport goods/construction materials within the Federated States of Micronesia and Guam, USA;
- Can operate in shallow water and onshore/beach roll on roll off operations
- Vessel needs to be fitted with reclining ramp door;
- Maximum fully loaded draft is 3 meters;
- Maximum capacity is 500 metric Tons;
- Minimum Deck space of 30 meter;
- Sufficient number of experienced crew members;
- There shall be life vests and/or other appropriate life-saving equipment. Such equipment shall be inspected regularly and of sufficient quality in line with relevant national and international requirements;
- Supplier will secure promptly, all rights and authorizations in the country of departure as well as rights in the country of final destinations (supplier is required to provide these inclusive);
- Vessel to be used in carrying out the transportation services and shall meet the current regulations and requirements of the appropriate authorities at point of departure, stop over and final destination;
- In case of accident, breakdowns, or other interruptions of transportation, the Carrier will, at its own expense, provide the alternative;
- Readily available in FSM latest by 30 October 2016;
- Available for 6-9 months from deployment date.

Suppliers are requested to quote Vessel information as follows:

Vessel specification:

Year Built:

Flag / Registry:

Length/Breadth:

Draft:

Loaded Draft:

Maximum Load capacity:

Life Saving (Solas requirements or Equivalent):

Communication and Navigation Equipment:

Insurance details (Supplytime 2005):

Fuel and Lubes Consumption

- a. Main Engine
- Full Speed: liters per hour/engine
- Economic Speed: liters per hour/engine
- Manoeuvring: liters per hour / engine
- Standby / idle : liters per hour/engine
- Speed:

b. Auxiliary Engine: liters per hour/engine

Cost (exclusive of handling and harbour fees)

Daily Charter rate (minim of 6 months):

Total lumpsum cost for mobilization and demobilization to Yap or Chuuk State, FSM:

***ADVANTAGEOUS (but not required) in evaluation of the Offer is the following requirements for entering Unites States territory (Guam in particular):

- 1. USCG NVMC e-NOA/D form required prior departure from last foreign port before Guam and not later than 96-hours prior vessel's arrival at Guam. Please submit the e-NOA to the NVMC using the info-path format, if capable. If not, please fill-out the attached NOA excel format and submit it to; sans@nvmc.uscg.gov copy our office. Advance Passenger Information System (APIS) required for cruise ship.
- 2. US I-418 Crew / Passenger List in alphabetical order (form attached) please advice if you have US I-95 shore pass forms onboard and advise names of crew members with US C1/D Visas on their passports.
- 3. COFR Certificate of Financial Responsibility (for water pollution)
- 4. IOPP International Oil Pollution Prevention Certificate (including the full Supplemental Form B)
- 5. SMC Safety Management Certificate
- 6. DOC Document of Compliance
- 7. ISSC International Ship Security Certificate
- 8. CSR Continuous Synopsis Record
- 9. Vessel Security Plan approval letter
- 10. Ballast Water reporting (form attached). Please submit to <u>NBIC@BALLASTREPORT.org</u>
- 11. Cargo Manifest, Bill of Lading...etc.
- 12. Vessel Response Plan approval letter
- 13. Safety Construction, Radio, and Equipment Certificates
- 14. Ship's particulars including contact details (tel., fax, etc.)
- 15. Tank vessel letter condition entering the port. Form attached. (for tanker only)
- 16. Most current USCG Certificate of Compliance (COC). If expired, please fill-up the attached form completely and advise if vessel has a pump room (for tanker only).

In addition, the vessel may be inspected for ISPS Code security purposes by the USCG. The following among other things will be checked:

- 1. Ship has to demonstrate proper vessel access control.
- 2. Vessel has to ensure restricted areas are properly secured.
- 3. All crew has to demonstrate knowledge of ship security plan.
- 4. Vessel has to demonstrate monitoring of deck areas and areas surrounding ship
- 5. Vessel has to show evidence of conducting regular training and drill.

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 anything 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.

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 Ouotation 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

IOM will respond to any request for clarifications received on or before 22 September 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

Quotation shall be submitted by email message to the above email address on or **before 28 September, 2016.** Late² Quotations 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 Contractors 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 Ouotations

Quotation can be rejected for the following reasons:

² Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Supplier unopened. The date and time of submission of the Quotation shall be recorded. A quotation submission log shall be prepared for the purpose.

- (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) Vessel cargo capacity and fuel consumption
- (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 vessel should be positioned at the following delivery site/s:

Colonia, Yap, FSM

Mobilization/arrival shall be within 30-45 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 delivered³.

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.

³ Insert conditions if progress payment is allowed

Annex A

QUOTATION FORM

Date :
To :
Having examined the General Instruction for the Supply and Delivery of <i>[insert description of goods]</i> the receipt of which is hereby duly acknowledge, I, representing <i>[name of company]</i> offer to supply and deliver the requested goods in conformity with the General Instruction for the total amount of <i>[total bid amount in words and figures and currencies]</i> 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 se 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 o Award shall constitute a binding agreement between us.
I hereby certify that this Quotation complies with the requirements stipulated in the Genera Instruction.
Dated thisday of
[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 TITLE	:	
LOCATION	:	
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	:	
	: ::	
IOM'S	SPECIFICATIONS	BIDDER'S SPECIFICATIONS
[insert required	l specifications including other ervices if necessary]	

Supplier's authorized signature over printed name

VENDOR INFORMATION SHEET (VIS)

Name of the Company				
Address	Leased	Owned	d	Area:sqm
House No Street Name Postal Code City Region Country				
Contact Numbers/Add Telephone Nos Fax No. E mail Address	·	Contac		n: e:
Location of Plant/Ware	ehouse Lea	used Owned	d	Area:sqm
Business License No:				Sole Proprietorship Expiry Date
No. of Personnel	Regular	Co	ntractua	1/Casual
Nature of Business/Tra Manufacturer Wholesaler Trader Site Development Construction Number of Years in business/Trader	Aut Ret Imp ent/ Cor	thorized Dealer ailer corter asultancy		Information Services Computer Hardware Service Bureau Others
Number of Years in bu	siness:	_		
Complete Products & S	Services			

Payment Details		
Payment Method Cash	Check	Bank Transfer Others
Currency Loc.C	Currency USD	EUR Others
Terms of Payment 30 day	ys 15 days	7 days upon receipt of invoice
Advance Payment Y	es No	% 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 Key Personnel & Contacts (A documents)	uthorized to sign and acce	pt PO/Contracts & other commercial
Name	Title/Position	Signature
Companies with whom you h	ave been dealing for the n	ast two years with approximate value in
US Dollars:	ave been dearing for the p	ast two years with approximate value in
Company Nama	Business Value	Contact Person/Tel. No.
Company Name	Busiless value	

If yes, list the department and name of the personnel to whom you provided such goods and/or

services.

Name of Person	Mission/Office	Items Purchased
	who worked with us at one state name and relationship	
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.

	Received by:
	
Signature	Signature
Printed Name	Printed Name
Position/Title	Position/Title
Date	Date
	FOR IOM USE ONLY
Purchasing Organization Account Group	
Industry 001	002 003
002 - Goods (e.g. supp	related to movement of migrants plies, materials, tools) rofessional services, consultancy, maintenance)
Vendor Type Global	Local