

IOM International Organization for Migration OIM Organisation Internationale pour les Migrations OIM Organización Internacional para las Migraciones

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

To : Suppliers

Project: Supply and Delivery of Materials (5 Packages) for Public Infrastructure Repair Works

for Typhoon Maysak Reconstruction Project (Yap, FSM)

Ref. No.: TMRP YAP 16/102 2016

Date: 05 December 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 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 for the 5 packages).

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 note of the following schedules: **Bid Clarifications**: 12<sup>th</sup> December 2016

**Bid Submissions**: on or before 23<sup>rd</sup> December 2016

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

<sup>&</sup>lt;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)**

#### 1. Description of Goods

IOM request prospective suppliers to submit quotations for the supply and delivery of goods: "Materials (5 Packages) for Public Infrastructure Repair Works for Typhoon Maysak Reconstruction Project (Yap, FSM)"

Suppliers are requested to quote materials for below packages (BOM per Island/Package is attached for reference) ::

	Construction Materials for Public Infrastructure	
	Repair/Reconstruction	
Package 1	Materials: Various repair for Asor	
Package 2	Materials: Various repair for Fedari	
Package 3	Materials : Various repair for Mogmog	
Package 4	Materials: Various repair for Fais	
Package 5	Materials: Various repair for Falalop	

#### Note:

- 1) Supplier has the option to bid on certain packages or the whole packages
- 2) Packaging/Bundling must be done as per package/island
- 3) Provision of the following t mandatory, to be considered)
  - 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

IOM will respond to any request for clarifications received on or before 12 December 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)
- d.) Vendors Information Sheet (Annex D)

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

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 <a href="mailto:proceeding-iom.int">provided that hard copies of the document is already in transit and should be supported by an Air Way Bill</a>

The original hard copies as stated in item 1 including materials certificates must be submitted and sealed inside an envelope to the below address with marking.

"Original Bidding Documents" Materials : Various reconstruction/repair for Public Infrastructure (5 Packages)
International Organization for Migration
1st floor Phase 1, YCA Commercial Center
P.O. Box 9 Colonia, Yap
FSM 96943

Attention: Procurement

#### (\*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-45 days upon signing of the Purchase Order or Contract. Delivery of Materials must be packed/shipped as per package/Island Delivery of Materials must have a Packing list Freight Cost must be indicated in the Bill of Lading

#### 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>&</sup>lt;sup>2</sup> Insert conditions if progress payment is allowed

## **QUOTATION FORM**

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

## PRICE SCHEDULE FORM

PROJECT TITLE	C :	
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

## Annex C

## 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]	

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Supplier's authorized signature over printed name



#### Annex D

FPU.SF-19.6

# **VENDOR INFORMATION SHEET (VIS)**

Name of the Company			
Address	Leased	Owned	Area:sqm
House No Street Name Postal Code City Region Country			
Contact Numbers/Addr			
Telephone Nos. Fax No.			rson:
Location of Plant/Ware	chouse Leased	Owned	Area:sqm
Business Organization Business License No.:	-	-	Sole Proprietorship Expiry Date
No. of Personnel	Regular	Contrac	ctual/Casual
Nature of Business/Tra  Manufacturer  Wholesaler  Trader  Site Developme Construction	de  Authoriz  Retailer  Importer	zed Dealer	Information Services  Computer Hardware  Service Bureau  Others
Number of Years in bus	siness:		

Payment Details			
Payment Method Cash	Check Bar	nk Transfer Others	
Currency Loc.C	urrency USD	EUR Others	
Terms of Payment 30	days 15 days	7 days upon receipt of invoice	
Advance Payment Ye	s 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 accep	pt PO/Contracts & other commercial	
Name	Title/Position	Signature	
Companies with whom you h US Dollars:	ave been dealing for the pa	ast two years with approximate value in	
Company Name	Business Value	Contact Person/Tel. No.	

Complete Products & Services

If yes, list the departme services.	ent and name of the personnel	to whom you provided such goods and/or
Name of Person	Mission/Office	Items Purchased
Do you have any relative		time or another, or are presently employed
		· 
Trade Reference		
Company		Contact Number
Banking Reference		
Bank	Contact Person	Contact Number

No

Yes

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.