



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)¹

Ref. No.: RFQ2018.0004_Supply and Delivery of Mattresses and Pillows
 Date : 10 April 2018

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.

IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of *Mattresses and Pillows for IOM Libya*.

Lot No.	Item Description	Quantity	Unit	Required Delivery Date	Required Payment Terms
1	Mattresses	20,000	ea	Staggered delivery starting April 2018 until June 2018	30 days from IOM acceptance of goods
2	Pillows	20,000	ea	Staggered delivery starting April 2018 until June 2018	30 days from IOM acceptance of goods

Vendor may quote per lot or combination of lots. Award shall be on a per lot basis or combination of lots.

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,

[Vladimir Maslarov](#)

GPSU Head
 Global Procurement and Supply Unit

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods and Requirements

IOM request prospective suppliers to submit quotation for the supply and delivery mattresses and pillows for IOM Libya

Vendor may quote for all lots or combination of lots. Award shall be on a per lot basis or combination of lots.

Lot No.	Item Description	Quantity	Unit	Required Delivery Date	Required Payment Terms
1	Mattresses	20,000	ea	Staggered delivery starting April until June 2018	30 days from IOM acceptance of goods
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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 E) to establish their eligibility together with the Quotation(technical and financial offer).

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 email address fpu@iom.int.

Clarifications sent to other IOM email address will NOT be entertained

IOM will respond to any request for clarification received during the period of *10 April 2018 until 11 April 2018, 15:00 HRS Manila Time*. Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

Any other clarification received after this period will no longer be entertained.

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. RFQ Documents

9.1 Quotation Documents

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

- a.) Technical Requirements Related to Quality (Annex A)
- b.) IOM Technical Specifications Form (Annex B)
- c.) Technical Offer Form (Annex C)
- d.) Price Schedule Form (Annex D)
- e.) Vendor Information Sheet (Annex E) – please refer to Clause 9.4

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

9.2 Quotation Form

The Quotation Forms (Annex B, C and D) and other required documents such as those stipulated under Annex A 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.

9.3 Validity of Quotation Price

The Quotation shall remain valid for a minimum period of *45 calendar day*, 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 E) 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.

If the Supplier wishes to use the existing VIS or Company Profile on IOM file to establish their eligibility, the Suppliers should submit with their bids any information updating their original VIS or company profile on file or, alternatively, confirm in their bids that the originally submitted information remains essentially correct as of the date of bid submission

10. Submission of Quotation Documents

Quotation should be sent via email to fpu@iom.int or by hand delivery to below address on or before 3:00 PM (Manila Time) 23 April 2017.

*International Organization for Migration
25F Tower 6789, Ayala Avenue
Makati City 1226
Attention: GPSU Manila*

If by email, attachments must not exceed **2MB per email**. Late Quotations will not be accepted. Quotation must be submitted using the Annexes provided. Quotation not conforming to the requested format may not be taken into consideration.

10.1 Technical Offer and Content

Refer to Annex A - Technical Requirements Related to Quality

10.2 Finanacial Offer and Content

The financial offer is to be submitted as per the Price Schedule Form (Annex D). Offers submitted using different price representation will not be accepted. The language of the Quotation shall be in [English](#) and prices shall be quoted in [US Dollars or USD](#), exclusive of VAT.

[Prices indicated on the Price Schedule shall include the shipping/delivery/insurance cost using Incoterms 2010 indicated options for sea and air shipments, non palletized packaging.](#)

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.

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 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
- (f) [the Supplier does not accept IOM's contract terms and conditions](#)

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**

[Refer to Annex A - Technical Requirements Related to Quality](#)

After completion of the Technical Proposal evaluation, IOM shall notify those Suppliers whose proposal were considered non responsive based on the Technical Evaluation Table per

Annex B, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

IOM shall simultaneously notify the Suppliers that have passed the Technical Evaluation.

14.2. Financial Evaluation

The Financial Proposal of Suppliers who passed the technical evaluation shall be opened. The Supplier with the lowest financial offer per lot or combination of lots will be invited for negotiation.

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. 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.

The award will be made on Lot basis (per lot or combination of lots). Sample PO Terms & Conditions is attached as Annex F. 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.

16. Post Qualification and Quality Assurance

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 may conduct ocular inspection of the office, plant and equipment.

16.1 Audit of Manufacturing Facility / Warehouses

Prior and/or after signing the Supply and Delivery Contract , a supplier production facility evaluation may be performed to ascertain if supplier will meet the acceptable standards. This may include but is not limited to standards such as:

- Social standards as defined in the UN Global Compact;
- Respect for the Convention of the Rights of the Child;
- ISO9000 for Technical Competence and Quality Assurance.

The audit may include Facility Information, Organization, Capacity, Machineries and Equipment, Quality Assurance System, Raw Material Storage, Supply Chain, Research and Development, Environment among others.

It is mandatory that Supplier will submit Social Audit Compliance Report by an Internationally Accredited Inspection Agency and audit should be covering:

- Labour (Child / Forced Labour)
- Working hours;
- Health and Safety;
- Legal and Licenses;
- In Factory – Quality Control and Inspection System.
- Environmental Systems – whenever possible IOM shall seek to procure goods that lessen burden to the environment. The evaluation on vendors’s environmental performance shall be based on the following:
 - a. Policy on commitment to reduce environmental impacts
 - b. Dedicated resources (unit or team) on environmental management
 - c. Environmental management systems implementation.

Upon review of the report if deemed necessary, IOM to visit the supplier’s production facility.

16.2 Inspection and Acceptance

Goods are subject to inspection and or testing by IOM or any designated representatives to the extent practical at all time and places, prior to final acceptance of IOM. The inspection will be done with the basis of industry-accepted standard MIL-STD 105E (ANSI / ASQC Z1.4, ISO 2859-1, NF06-022, BS 6001, DIN 40080) in accordance with Acceptance Quality Limit (AQL).

The basis for any Random Sampling Inspection will be single sampling plan, special inspection level S1 or S4 as the quality of the products increases or diminishes in accordance with ISO 2859-1.

The acceptability of a lot shall be ascertained by the use of the sampling plan/s mentioned above.

IOM shall have reasonable time (not greater than 60days from custom clearance) from the delivery of the items at the final destination to inspect, accept or refuse those not conforming to the terms and conditions of the Supply and Delivery Contract or the reference Purchase Order.

Payment from IOM does not imply acceptance of the products or services. Failure to inspect and accept or reject goods will not relieve the supplier from responsibility for non-conforming goods.

IOM may also conduct a random sampling of the goods (at supplier’s warehouse or prepositioned locations) on periodic basis. If any items are found substandard from the required specifications, then Supplier shall bear the cost of the laboratory testing and shall replace the items all at his own expense. Liquidated damages will also be applied for late dispatch/deliveries for such cases.

16.3 Quality and compliance with specifications

IOM endeavors to deliver quality goods to all migrants and beneficiaries with their dignity, health and safety as the highest priority. Therefore as general rule, those goods not compliant to required specifications will be rejected immediately. There will be penalty clauses that will be specified in the Supply and Delivery Contract to cover those non-compliant goods.

16.4 Non-Conforming Items

All expenses associated with visual and laboratory inspections for those items found non-compliant will be covered by the Supplier including the related penalties.

Supplier must include a certificate of compliance for all deliveries and indicate production batch number, production date, the relevant test/inspections completed to that particular batch.

17. Delivery Site, Period of Delivery and other Delivery Instructions

[Refer to Annex G – Delivery Requirements](#)

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. Also, Any delay in dispatch of reserved stock within 48-hours requirement is subject to a penalty payment of 0.1% of the price of the undelivered goods (based on agreed INCOTERMS) for every day of breach of the delivery schedule. And further costs associated such as storage, demurrages, transport waiting time will be charged to supplier account. *For any Quality issues, potential disputes and inconsistency of the items, Any additional inspection costs, and the applicable penalty clauses (equivalent percentage of the rejected quality attribute), will all be charged to the vendors/suppliers/manufacturers.*

19. Payment

Payment shall be made only upon IOM's acceptance of the goods, and upon IOM's receipt of invoice describing the goods delivered².

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.