REQUEST FOR QUOTATIONS (RFQ) AND GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹ RFQ-LY21-329

To : All eligible interested suppliers.

Project: Medical furniture for Six isolation centers.

Date : 09 DEC 2021

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 MHD Program, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of **Medical furniture for Six isolation centers.**

Item	Item Description	Quantity	Unit
No.			
1.	Hospital bed with mattress.	10	EA
2.	Hospital bed-side tables.	12	EA
3.	Bed Sheets	1200	Box
4.	Intravenous stand	9	EA
5.	Transportation and installation cost	1	EA

Important information to Vendors and suppliers:

- Deadline of RFQ: 15 December 2021
- Bid offer currency: USD
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int
- Delivery location will be at Tripoli, Tarhouna, Jerma, Almaraj, Tobruk, Alkufra Cities.
- Price of transportation, packing and labeling costs should be input on last item No.5 on Price list.
- All Medicines must have min 18 Months Shelf life; expiration date must exceed 18 months at the date of delivery.
- All Medical equipment must have at least 1-year warranty.
- Eligible Interested vendors and suppliers who will pass the shortlist will be asked to present a physical sample delivered to IOM-Libya office (Hal Alkuwait , Janzour).

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, IOM Procurement Unit Procurement Staff/Focal Point

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

IOM request prospective suppliers to submit quotation for the supply and delivery of Medicines and medical supplies for medical operations in Tripoli, Tarhouna, Jerma, Almaraj, Tobruk, Alkufra Cities. As per the above table

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.

Vendors failing to fill Annex D and provide proof of company registration may not be considered as eligible. Vendors that are already working with IOM may confirm that there are no changes in their Company details instead of submitting new VIS.

Vendors must submit registration letter where it clearly shows that company is authorized to trade such items and services. Failing to proof this may cause Vendors to be declared as ineligible.

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:

iomlibyaproposal@iom.int

IOM will respond to any request for clarification received on or before 12 DEC 2021. 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.

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.) ITEM Specifications FORM (Annex C).
- d.) Vendor Information Sheet (Annex D).
- e.) Pictures as samples to all items showing clear brand, Origin and expiration date.

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 60 *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.

Failing to provide company documents or related forms in order for IOM to complete Vendor eligibility may result Vendors to be declared as ineligible.

10. Submission of Quotation Documents

Quotation shall be submitted by email to: <u>iomlibyaproposal@iom.int</u> on or before **15 DEC 2021**. Late² Quotations will not be accepted.

11. Opening of Quotations.

IOM Procurement Unit will make the bids opening right after the deadline of last bids submission. By the deadline, Vendors eligibility, technical evaluation of the proposed items and price evaluation will be done in case if Vendors found to be eligible and technically compliant.

PASS and FAIL method will be applicable for evaluation of items and failing in one item may cause Vendor to be considered as non-compliant with minimum specifications.

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 offered price is above the approved budget.
- (g) Failure to present physical sample upon IOM request and shortlist.
- (h) Failure to present pictures as samples included to technical and financial offer.
- (i) The Supplier has bad experience resulted to bad evaluation with IOM or any UN agency.

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

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.

- (b) Compliance with technical specifications including delivery requirement
- (c) Price, should total value of financial offer does not exceed approved budget on PR
- (d) Technical Evaluation

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.

Vendors eligibility, technical evaluation of the proposed items and price evaluation will be done in case if Vendors found to be eligible and technically compliant.

PASS and FAIL method will be applicable for evaluation of items and failing in one item may cause Vendor to be considered as non-compliant with minimum specifications.

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:

Tripoli, Tarhouna, Jerma, Almaraj, Tobruk, Alkufra Cities, Full address and contact details will be forwarded to awarded vendors and suppliers upon delivery and conformation of awarding and contract.

Delivery period shall be within approved and accepted delivery time on proposal of awarding vendor and suppliers 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.

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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QUOTATION FORM

Date :	 		
To :			
of goods], the receipt company] offer to sup. Instruction for the total	of which is her ply and deliver the amount of [total	reby duly acknowledge, ne requested goods in co bid amount in words and	ivery of <i>[insert description</i>] I, representing <i>[name operator op</i>
I undertake if my offe schedule set out in the I		deliver the goods in acc	cordance with the delivery
	•	Validity Period specified the expiration of that pe	d in the General Instruction riod.
	* *	executed, this Quotation g agreement between us.	Form, together with your
I hereby certify that thi Instruction.	s Quotation comp	olies with the requiremen	ts stipulated in the Genera
Dated this	day of	20	
[signature over printed	name] [in t	he capacity of]	
Duly authorized to sign		г с 1	

Annex B

PRICE SCHEDULE FORM

PROJECT TITLE: Medical furniture for Six isolation centers.

LOCATION : Tripoli, Tarhouna, Jerma, Almaraj, Tobruk, Alkufra Cities

REF NO. : LY21-329

ITEM NO.	ITEM DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	UNIT	UNIT PRICE		DELIVERY SITE /FINAL DESTINATION
1.	Hospital bed with mattress.		10	EA			
2.	Hospital bed-side tables.		12	EA			
3.	Bed Sheets		1200	Box			
4.	Intravenous stand		9	EA			
5.	Transportation and installation cost		1	EA			

Suppliers authorized signature over printed name

ITEM Specifications FORM

PROJECT TITLE: Medical furniture for Six isolation centers.

LOCATION : Tripoli, Tarhouna, Jerma, Almaraj, Tobruk, Alkufra Cities

REF NO. : LY21-329

ITEM NO.	ITEM DESCRIPTION	VENDOR ITEM Specifications
	Hospital bed with mattress.MANUAL (FOWLER BED 2 FUNCTION)Size:	
	Length 2050mm x Width 900mm x Height 500 mm; 1 Function , Backrest	
	and Leg rest adjustment manually ,Head & Leg bows made of CRCA tubes ,4	
	section Bed Board in 20 SWG CRCA Strips/ 18 SWG CRCA Tube Frame. 4 IV	
	Pole provision / 2 Drainage Hooks , Epoxy Powder coating with scratch	
1.	resistance ,M S side railings set of 2 ,MATTRESS — 4 Fold, IV	
	Hospital bed-side tables (Overall approx. dimension (without buffers): 400	
	mm L x 400 mm W x 800 mm H / Locker cabinet and drawer made from mild	
	steel CRCA sheet / Locker top, drawer front and cabinet door with	
	membrane top / Cabinet door with magnetic latch /Mounted on four castors	
2.	50 mm dia, two with brake / Pretreated and powder coated finish.	
3.	Bed heets (Box of 100)	
4.	Intarvenous stand, pole, hanger for hanging bags of medicine or fluids	
	Transportation and installation cost, for 6 locations (Tripoli, Tarhouna,	
5.	Jerma, Almaraj, Tobruk, Alkufra Cities)	

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 O	Company		
Address	Leased	Owned	Area:sqm
	Name Code		
Contact Num			
		Contact P	erson:
Fax N	_	117	1.5
E mai	1 Address	W	ebsite:
Location of P	lant/Warehouse	Leased Owne	ed Area:sqm
_		_	Sole Proprietorship Expiry Date
No. of Person	nnel	Regular Con	ntractual/Casual
Nature of Bus	siness/Trade		
Manu	facturer	Authorized Dealer	Information Services
Whole	esaler	Retailer	Computer Hardware
Trade	r	Importer	Service Bureau
	Development/ruction	Consultancy	Others
Number of Y	ears in business:		

Complete Products & Service	es	
Payment Details Payment Method Cash Currency Loc.Cu Terms of Payment 30 day invoice	urrency USD	Transfer Others EUR Others 7 days upon receipt of
Advance Paymen Yes	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 (Adocuments)	uthorized to sign and accept	PO/Contracts & other commercial
Name		Signature
Companies with whom you h US Dollars: Company Name	ave been dealing for the past Business Value	two years with approximate value in Contact Person/Tel. No.

Have you ever provided p	products and/or services to an	ny mission/office of IOM?
If yes, list the department services.	and name of the personnel t	o whom you provided such goods and/or
Name of Person	Mission/Office	Items Purchased
	who worked with us at one to state name and relationship.	time or another, or are presently employed.
Trade Reference		
Company	Contact Person	Contact Number

		<u> </u>
Banking Reference		
Builting Reference		
Bank	Contact Person	Contact Number

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

		For IOM	I 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

^{**} 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 O	NLY_	
Purchasing Or Account Grou	C			_	
Industry	001		002		003
where	002 - Goods	ortation related (e.g. supplies, r s (e.g. profession	naterials,	tools)	ncy, maintenance)
Vendor Type	Globa	1	Loca		