



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

To : Generator Suppliers
Project: RT.1500
RFQ No: NG20-22-4200207915
Ref. No.: NG20-22-4200207915
Date : 05.04.2022

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 [IOM Nigeria programmes](#), the IOM invites interested eligible Suppliers to submit Quotations for the supply and installation of “30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning”

Item No	Item Description	Unit	Qty
1	30Kva Perkins or equivalent soundproof Diesel Generator.	Unit	1
2	1000 Liters Diesel Tank - Metallic	Unit	1
3	Installation/Commissioning Costs	Unit	1

With this RFQ is the GIS which includes Instructions to suppliers, Technical Specifications, and administrative requirements that Contractors will need to follow to prepare and submit their quotation for consideration by IOM.

The Quotation must be valid for no less than 45 (forty-five) calendar days from the date of bids opening (as a rule, next business day after submission deadline); it should be clearly stated in the bid. **Prices should be indicated in NGN, without VAT. Delivery period should be clearly stated.** Short delivery term might be considered as advantage. Submitted **on or before 12:00hrs 13th April 2022** to International Organization for Migration, Mission in Nigeria, Procurement Unit 1, Isaac John, Ikeja GRA, Lagos, Nigeria.

Upon IOM request supplier shall deposit the duly signed and stamped **electronic versions** of the Quotation documents on a file hosting service (Dropbox, One Drive, etc.) and shall submit quotation to IOMLagosTenders@iom.int . The subject line of the e-mail containing the link for the electronic bid download shall clearly indicate the following: NG20-22-4200207915 **30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning** – [insert full name of the Supplier] – Electronic Quotation.

Please address questions in writing to the following email IOMLagosTenders@iom.int specifying in the subject line: ““Tender NG20_22_4200207915 **30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning**” - [Bidder`s name] – Clarification request (attn. Procurement Department)” not later than 2 (two) working days prior to deadline for submission.

IOM reserves the right to accept or reject any quotations, 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 Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM’s action.

Very truly yours,
Procurement Staff

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

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods

IOM request prospective suppliers to submit quotation for the supply and installation of “30kva Generator with Diesel Tank and inclusive of installation and commissioning”

Item No	Item Description	Unit	Qty
1	30Kva Perkins or equivalent soundproof Diesel Generator.	Unit	1
2	1000 Liters Diesel Tank - Metallic	Unit	1
3	Installation/Commissioning Costs	Unit	1

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

4.1 This RFQ is open to all duly registered/certified with the government of Nigeria or abroad to engage in trading/supply of Non Sound Generators as well as authorized resellers.

4.2 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) and Code of Conduct (Annex F) to establish their eligibility

together with the Quotation. In case VIS/Code of Conduct were previously submitted the supplier should provide relevant notification. All goods to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and incidental services. Detailed list of the eligible countries is given in the Practical Guide to contracting procedures for European Union external actions (PRAG), Annex A2a.

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.

Contractors shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Contractors requiring any clarifications on the content of this document may notify the IOM in e-mail address IOMLagosTenders@iom.int in cc specifying in the subject line "Tender NG20-22-4200207915 **30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning**" – **Clarification request (attn. Procurement Department)**"

not later than 2 (two) working days prior to deadline for submission. 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 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.) Vendor Information Sheet (Annex D);
- e.) Proforma Contract ² or PO Standard Terms and Conditions (Annex E);
- f.) Code of Conduct for Suppliers, signed and stamped (Annex F).
- g.) equipment specification form
- h.) Payment schedule

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed/stamped/sealed 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 Nigerian Naira [NGN](#), 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 nonresponsive 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.

² If applicable in lieu of Purchase Order.

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) and Code of Conduct (Annex F) shall be used for this purpose.

10. Submission of Quotation Documents

Duly signed and stamped quotation with all the supporting documents address questions in writing to the following email IOMLagosTenders@iom.int specifying in the subject line: ""Tender NG20-22-4200207915 "30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning" and submitted **on or before 12:00hrs 13th April 2022** ""NG20_22_4200207915 "30kva Perkins or equivalent soundproof Diesel Generator with metallic Diesel Tank and inclusive of installation and commissioning",) to International Organization for Migration, Mission in Nigeria, Procurement Unit 1, Isaac John, Ikeja GRA, Lagos, Nigeria.

Upon IOM request Supplier shall deposit the duly signed and stamped **electronic versions** of the Quotation documents on a file hosting service (Dropbox, One Drive, etc.) and shall send the link of the folder containing quotation to IOMLagosTenders@iom.int The subject line of the e-mail containing the link for the electronic bid download shall clearly indicate the following: [insert full name of the Supplier] – Electronic Quotation. Late Quotations will not be accepted.

11. Opening of Quotations.

IOM intends to examine all Quotations on the next business day after the submission deadline at the premises of the IOM Mission in Lagos, Nigeria. IOM reserves 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 part of the Quotation is
- (c) 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) the Quotation was submitted after submission deadline

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 based on the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1; = 10 points
- (b) Compliance with technical specifications; = 20 points
- (c) Delivery requirement; = 10 points
- (d) Price; = 60 points

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:

[Immediately after the general hospital, Off Owa Ekei road, Owa Alero. Ika North East Local Government Area, Delta State.](#)

Delivery period shall be within [10 calendar 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 delivered 30 (thirty) calendar days. Payment method should be clearly stated in the quotation.

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 as well as the list of authorized service maintenance centers.

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.