

IOM Cairo [47C Abou Al-Feda Street, Zamalek, Cairo, Egypt]

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

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 Cairo's programmes, the IOM invites interested eligible Suppliers to submit Quotations for the supply and delivery of catering services and as per the below list.

This RFQ includes Instructions to Suppliers, Technical Specifications and administrative requirements that Suppliers will need to follow in order to prepare and submit their quotations 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,

Rami Othman 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 requests prospective suppliers to submit quotation for the supply and delivery of the following categories for catering:

	Cost per individual				
	10-25	26-50	51-75	76-100	
Coffee Break					
(Tea, coffee, fresh drinks, pastries)					
Breakfast with hot/fresh drinks					
(Open Buffet)					
Breakfast with hot/fresh drinks					
(Set Menu)					
Lunch including meat or chicken of minimum of					
120 Grams and rice or potato of 200 grams,					
with hot/fresh drinks					
(Open Buffet)					
Lunch including meat or chicken of minimum of					
120 Grams and rice or potato of 200 grams,					
with hot/fresh drinks					
(Set Menu)					

- ✓ Please include menus and unit price for each category based on the above stated quantities.
- ✓ Each category may be ordered separately depending on IOM's request.
- ✓ Rates must include the provision of; accessories, servants, utensils, food distribution and cleaning services, etc. The caterer is expected to provide all needed equipment and tools that will allow the cooking, storing and serving the meals
- ✓ Delivery charges will be agreed on case by case basis pending the destination.
- ✓ Meals must be properly cooked and hot packed properly in foils or disposable containers made from cartoon or foam.
- ✓ The food must be of the highest quality.
- ✓ The services must be of the highest standards.
- ✓ All food prepared at site, if any, must be through using highest standards and hygiene methods to ensure the freshness and highest quality of the food and cooking service.
- ✓ Cooking utensils should be made from Aluminum or galvanized metal.
- ✓ Cooking process should be made on adequate source of heat that will allow temperature of cooked food to be more than 120 Celsius.
- ✓ Water used for the cooking and cleaning utensils should be clean water, purified and treated properly.
- ✓ All prices to be quoted must be valid at least for one calendar year from the date of the quotation.
- ✓ The caterer must have the necessary qualifications, licenses, experience and abilities to provide services to IOM.

### 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 for the LTA (one year Long Term Agreement)

Only Suppliers that are determined to be qualified shall be considered for award. In order to establish their eligibility, together with the Quotation the Supplier shall submit the following:

- Registration documents
- Taxation cards
- Past performance/experience of the same type of business

### 5. 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:

Address: 47C Abou Al-Feda St., Zamalek, Cairo, Egypt.

Email: <u>iomegbids@iom.int</u>
Mob: +2 01000003543

IOM will respond to any request for clarification received on or before the 12<sup>th</sup> of July, 2015 by 5 pm. 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.

### 6. 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.

### 7. 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.

### 8. Requirements

### **8.1 Quotation Documents**

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

- a.) Quotation Form (Annex A)
- b.) Price Table Form (Annex B)

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

### 8.2 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 EGP—Egyptian Pounds, inclusive of Sales Tax.

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.

### **8.3** Validity of Quotation Price

The submitted prices shall remain valid for a minimum period of 1 year, 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 shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its quotation.

#### 9. **Submission of Quotation Documents**

Quotations must be submitted in sealed envelopes addressed to Rami Othman, and/or by email to: *iomegbids@iom.int*. (Mobile +201000003543)

Quotations shall be submitted on or before 5 pm on the 15<sup>th</sup> of July, 2015. Late<sup>1</sup> Ouotations will not be accepted.

### 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.

#### **Rejection of Quotations** 11.

Quotation can be rejected for the following reasons:

- The Quotation is not presented in accordance with this General Instruction; (a)
- The Quotation Form or any document which is part of it is not signed; (b)
- The Supplier is currently under list of blacklisted suppliers: (d)
- The Supplier offer imposes certain basic conditions unacceptable to IOM; (e)
- (f) Sudden internal operational and administrative changes within 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.

#### **Evaluation of Quotations** 12.

IOM shall evaluate and compare the Quotations on the basis of the following:

- Completeness and responsiveness of the documents mentioned in 4 and 8.1
- Compliance with the description listed above (b)
- (c) Price

(d) Quality of catering service

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.

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.

### 13. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery site: (unless advised otherwise)

IOM Cairo

Address: 47C Abou Al-Feda St., Zamalek, Cairo, Egypt

Recipients: Rami Othman, Remon Riad, and Mahmoud Battawy

### 14. 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.

### 15. Payment

Full payment shall be made within two weeks upon IOM's inspection and acceptance of the goods, and upon IOM's receipt of the valid original invoice describing the goods delivered.

### 16. 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.

# 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 in accordance with the Price Table (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.
I hereby certify that this Quotation complies with the requirements stipulated in the General 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]

### Annex B

### PRICE TABLE FORM

	Cost per individual				
	10-25	26-50	51-75	76-100	
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