

## **GENERAL INSTRUCTION TO CONTRACTORS (GIC)**

### **1. Description of Works**

See attached Annex B SOW/BOQ/Plans

### **2. Corrupt, Fraudulent and Coercive Practices**

IOM requires that all IOM Staff, contractors, manufacturers, suppliers or distributors, observe the highest stand of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by contractors, 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 contractors 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**

A Contractor found to have a conflicting interest to another Contractor or in relation with the Procurement Entity shall be disqualified from participating in a tender. A Contractor may be considered to have conflicting interest under any of the circumstances set forth below:

- A Contractor has controlling shareholders in common with another Contractor;
- A Contractor receives or has received any direct or indirect subsidy from another Contractor;
- A Contractor has the same representative as that of another Contractor for purpose of this quotation;
- A Contractor has a relationship, directly or through their parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decision of the Mission/procuring Entity regarding this Quotation process;
- A Contractor who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the quotation.

### **4. Eligible Contractor**

Only Contractors that are determined eligible shall be considered for award. The Contractor shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (**Annex C**) to establish the Contractor's eligibility together with the Quotation.

## **5. Cost of Quotation Preparation**

The Contractor shall bear all costs associated with the preparation and submission of this Quotation and IOM will not in any case be responsible and liable for the cost incurred.

## **6. Errors, omissions, inaccuracies, variations and clarification in the Quotation Documents**

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 IOM **in writing at the following email address.**

**Lyndon PEREZ** – [lyperez@iom.int](mailto:lyperez@iom.int)

*t:* (+691) 350 8510

*m:* (+691) 952 5395

*or*

**Edita BORDA** – [eborda@iom.int](mailto:eborda@iom.int)

*t:* (+691) 330 8580

*m:* (+691) 9218586

IOM will respond to any request for clarification received on or before **19 September, 2017 up to 5:00 pm Yap time**. Copies of the response including description of the clarification will be given to all Contractors 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 Contractor in connection with this General Instruction is to be treated as strictly confidential. The Contractor 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 Contractor 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 submitted, at any time prior to award of contract, without thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors 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 Contractors:

- 1.) Quotation Form (Annex A)
- 2.) Bill of Quantities Form (Annex B)
- 3.) Vendor Information Sheet Form (Annex C)
- 4.) Construction Schedule Form (Annex D)
- 5.) Key Supervisory Staff Schedule Form (Annex E)

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

## **9.2 Quotation Form**

The Quotation Form (Annex A) and Bill of Quantities Form (Annex B) 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 Quotations shall be **English** and prices shall be quoted in **United States DOLLAR (USD)**.

Prices quoted by the Contractor shall be fixed during the Contractor's performance of the contract and shall not be subjected 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**

Quotation shall remain valid for **45 calendar days** after the deadline for quotation submission

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Contractors extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing. A Contractor agreeing to the request will not be required or permitted to modify its quotation.

## **9.4 Documents Establishing Contractor's Eligibility and Qualification**

The Contractor shall furnish, as part of its quotation, documents establishing the Contractor's eligibility to submit quotation and its qualifications to perform the Contract if its Quotation is accepted. IOM's standard Vendor Information Sheet shall be used for this purpose (Annex C). The documentary evidence of the Contractor's qualifications to perform the Contract if its Quotation is accepted shall be established to IOM's satisfaction:

- (a) that the Contractor has the financial and technical capacity and track record necessary to perform the contract;
- (b) that the Contractor meets other qualification criteria.

## **10. Submission of Quotations**

The Quotation Documents as stated in item 9.1(Quotation Documents) shall be submitted in **two (2)**

**copies, one (1) original and one (1) duplicate and in a sealed envelope. The Contractor must seal the “Original” and “Copy” of the Quotation Documents as stated in item 9.1 and the envelopes shall be addressed to**

*IOM – YAP Sub Office  
Former Napa store, beside Waab hardware*

Quotation Documents shall be submitted by **hand delivery (electronic bids will not be accepted)** to the above address on or before **22 September 2017, 4:30 pm Yap Time. Late<sup>1</sup> Quotations will not be accepted.**

## **11. Opening of Quotations**

At the indicated time and place, the opening of Quotations shall be carried out by IOM Bids Evaluation and Award Committee (BEAC) on **22 September, 2017**. 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;
- (c) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (d) the Contractor is currently under list of blacklisted Contractors;
- (e) the Contractor offer imposes certain basic conditions unacceptable to IOM
- (f) the offered price is above the approved budget.

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 Contractors.

## **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) Contractors technical and financial capacity to perform the Contract;
- (c) Compliance with construction schedule and viable methodology offered;
- (d) Compliance with technical specifications;
- (e) Contractors availability and capacity of equipment;
- (f) Price.

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<sup>1</sup> Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Contractor unopened. The date and time of submission of the quotation shall be recorded. A quotation submission log shall be prepared for the purpose.

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 Contractor 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 Contractor'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 Contractor's office, plant and equipment and previous projects.

**16. Award of Contract**

The Contractor 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 Contractor through a Notice of Award. IOM shall also notify in writing, the other Contractors who were not selected without disclosing the reason for rejection.

**17. Delivery Site and Period of Delivery**

The works shall be done in *Falalop*,

The Works must be completed within *10 weeks* after five days upon receipt of the Notice to Proceed (NTP

**18. Liquidated Damages**

If the Contractor fails to deliver the works within the completion period specified in Clause 17 above, a penalty payment of **0.1% of the cost of unfinished Works** for every day of breach of completion schedule will be requested.

**19. Payment**

Payment shall be made only upon IOM's acceptance of the Works, as **certified by IOM Project Engineer and QA/QC Engineer** and upon IOM's receipt of invoice. Progressive billing is allowed based on the completed milestone stated on the payment schedule of the contract.

**20. Retention Money**

There will be retention of **10% of each payment**, as security for the quality of workmanship, conformance with plans and specifications, and third party liabilities. Notwithstanding the provisions of the Contract, the 10% retention shall be released after the Contractor has complied with the requirements of the Certificate of Final Acceptance and the warranty period of one year. The Contractor has the option to substitute the cash retained with an acceptable Bank Guarantee.

## **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.

**QUOTATION FORM**

Date : \_\_\_\_\_

To : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Having examined the General Instruction for the *Repair/Reconstruction of Public Infrastructure and Utilities Project (RPIUP)*, the receipt of which is hereby duly acknowledge, I, representing \_\_\_\_\_ *[name of company]* offer to execute the requested works in conformity with the General Instruction for the total Lump Sum amount of \_\_\_\_\_ (USD \_\_\_\_\_) *[total bid amount in words and figures and currencies]* in accordance with the Priced Bill of Quantities which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the Works in accordance with the Bill of Quantities, delivery schedule, plans and specifications.

If my Bid is accepted, I will obtain the guarantee of a bank in a sum equivalent to 10% (Performance Security) of the total amount of the Contract Price for the due performance of the Contract, in the form prescribed by IOM.

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 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
*[signature over printed name]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Quotation for and on behalf of  
\_\_\_\_\_ *[name of company]*

## **BILL OF QUANTITIES**

Project: Typhoon Maysak Reconstruction Project (TMRP)  
*Repair/Reconstruction of Public Infrastructure and Utilities Project (RPIUP)*

*[see separate excel sheet attached]*



**VENDOR INFORMATION SHEET (VIS)**

Name of the Company

\_\_\_\_\_

Address  Leased  Owned Area: \_\_\_\_\_sqm

House No \_\_\_\_\_

Street Name \_\_\_\_\_

Postal Code \_\_\_\_\_

City \_\_\_\_\_

Region \_\_\_\_\_

Country \_\_\_\_\_

Contact Numbers/Address

Telephone Nos. \_\_\_\_\_ Contact Person: \_\_\_\_\_

Fax No. \_\_\_\_\_

E mail Address \_\_\_\_\_ Website: \_\_\_\_\_

Location of Plant/Warehouse  Leased  Owned Area: \_\_\_\_\_sqm

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Organization  Corporation  Partnership  Sole Proprietorship

Business License No.: \_\_\_\_\_ Place/Date Issued: \_\_\_\_\_ Expiry Date \_\_\_\_\_

\_\_\_\_\_

No. of Personnel \_\_\_\_\_ Regular \_\_\_\_\_ Contractual/Casual \_\_\_\_\_

Nature of Business/Trade

Manufacturer  Authorized Dealer  Information Services

\_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_

\_\_\_\_\_

Wholesaler	Retailer	Computer
Hardware		
Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service
Bureau		
<input type="checkbox"/> Site Development/	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others
<hr/>		
Construction		
<hr/>		

Number of Years in business: \_\_\_\_\_

Complete Products & Services

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Payment Details

Payment Method  Cash  Check  Bank Transfer  Others

Currency  Loc.Currency  USD  EUR  Others

Terms of Payment  30 days  15 days  7 days upon receipt of invoice

Advance Payment  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** *(Authorized to sign and accept PO/Contracts & other commercial documents)*

Name	Title/Position	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name	Business Value	Contact Person/Tel. No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever provided products and/or services to any mission/office of IOM?

Yes       No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person	Mission/Office	Items Purchased
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

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Trade Reference

Company	Contact Person	Contact Number
<hr/>	<hr/>	
<hr/>	<hr/>	
<hr/>	<hr/>	
<hr/>	<hr/>	
<hr/>	<hr/>	

Banking Reference

Bank	Contact Person	Contact Number
<hr/>	<hr/>	
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## REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

No.	Document	For IOM use only	
		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 ( <i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i> )		

\* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

\*\* 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 ONLY**

Purchasing Organization \_\_\_\_\_

Account Group \_\_\_\_\_

Industry  001  002  003

- where 001 - Transportation related to movement of migrants
- 002 - Goods (e.g. supplies, materials, tools)
- 003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type  Global  Local

Annex D – Construction Schedule  
Annex E – Key Staff Schedule