



IOM International Organization for Migration  
 OIM Organisation Internationale pour les Migrations  
 OIM Organización Internacional para las Migraciones

**REQUEST FOR QUOTATION (RFQ)  
 AND  
 GENERAL INSTRUCTION TO CONTRACTORS (GIC)**

To : Eligible Construction Companies  
 Project : IOM Emergency Response Programmes in Nigeria  
 Title of work : **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)**  
 RFQ # : RFQ-MAID-2020-0154  
 Date : 12<sup>th</sup> May ,2020

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 Emergency Response Programmes in Nigeria, IOM invites interested eligible contractors to submit Quotations for **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)**”, hereinafter referred to as the “Project”, as detailed in the Bill of Quantities.

Item No.	Item Description	Unit	Quantity
1	<b>Materials for Rehabilitation of Damboa Market (Please refer to the attached BoQ for Detailed list of Materials)</b>	Ls	1
2	<b>Materials for the Rehabilitation of Malkohi Primary School (Please refer to the attached BoQ for Detailed list of Materials)</b>	Ls	1
3	<b>Materials for Rehabilitation of Daware Primary School and Health care staff Quarters. (Please refer to the attached BoQ for Detailed list of Materials) Note: Materials should be delivered directly to the site.</b>	Ls	1

This RFQ and the GIC includes Instructions to contractors, Technical Specifications and administrative requirements that contractors will need to follow in order to prepare and submit their quotation for consideration by IOM.

For any clarification regarding this the Project, please send requests for clarification to Procurement Maiduguri [iommaiduguritenders@iom.int](mailto:iommaiduguritenders@iom.int) not later 4:30 hours 14<sup>th</sup> May 2020.

Quotation should be submitted on or before 17:30pm on 15<sup>th</sup> May 2020.

**Quotation must be submitted via the email below for this request**

Quotations shall be received only at [iommaiduguritenders@iom.int](mailto:iommaiduguritenders@iom.int) email address. Please mention RFQ number and Title on the subject "RFQ # \_\_\_\_\_ for \_\_\_\_\_ in the subject line".

**Quotations shall be signed, stamped and scanned in colour.**

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 unit  
IOM Nigeria

## GENERAL INSTRUCTION TO CONTRACTORS (GIC)

### 1. Description of Works

Bidders are required to sign & submit the Bill of Quantity (BOQ) with their offers. *Below is the Summary of the Work, the bidders are required to submit their offer according to the detail BOQ (see Price Schedule for Upgrade of Site Management Office).*

**Attached in a separate excel sheet**

### 2. Corrupt, Fraudulent and Coercive Practices

IOM requires that all IOM staff, contractors, manufacturers, suppliers or distributors to 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 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 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/Contracting 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 Procurement/Contracting 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. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) Annual volume of construction work of at least equivalent to tendered construction works for the last two years;
- (b) Experience as prime Contractor in the construction of at least two works of a nature and complexity equivalent to the tendered construction works over the last two years, to comply with this requirement, cost of works cited should be at least equivalent to 100 percent of the estimated project cost and should be at least 70 percent complete;
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information; and
- (d) A Contract Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

#### 5. Cost of Quotation Preparation

The Contractor 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 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. Bidders requiring any clarifications on the content of

this document may notify the IOM in writing at the following email addresses: [iommaiduguritenders@iom.int](mailto:iommaiduguritenders@iom.int) on or before 04:30 hours, 14 May, 2020.

IOM will respond to any request for clarification received on or before 1 (one) day prior to deadline of submission of the quotations. 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 the IOM's action.

## 9. Requirements

### 9.1 Quotation Documents

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

- i. Quotation Form (Annex A). This should be signed and stamped
- ii. Bill of Quantities Form (Annex B) iii. Vendor Information Sheet Form (Annex C) iv. Construction Schedule Form (Annex D)
- v. Company profile; should include but not limited to
  - o Company contact Address and physical address
  - o Business Registration certificates
  - o Business testimonials from other clientele you have offered similar services.
  - o Copies of previous contracts of similar nature with UN and international agencies.
  - o Audited financial accounts for the last two years or bank statements.

Contractors 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 Quotations shall be in English and prices shall be quoted in NGN (Nigerian Naira), exclusive of VAT.

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 60 days after the deadline of quotation submission.

In exceptional circumstances, prior to expiry of the period of validity of quotations, IOM may request that the Contractor 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. The IOM's standard Vendors 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

Quotation should be submitted on or before 17:30pm on 15<sup>th</sup> May 2020.

**Quotation must be submitted via the email below for this request**

Quotations shall be received only at [iommaiduguritenders@iom.int](mailto:iommaiduguritenders@iom.int) email address. Please mention RFQ number and Title on the subject "RFQ # \_\_\_\_\_ for \_\_\_\_\_ in the subject line".

Quotations shall be signed, stamped and scanned in colour  
Envelopes containing the quotations should be marked as:

**Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)", . RFQ- NG30-20-0154-1**

#### 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 Suppliers who wish to attend on 18<sup>th</sup> May 2020 1000Hrs at the IOM Maiduguri Conference room. 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 on the basis of any of 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 Document is not signed;
- (c) The Contractor is currently under list of blacklisted Contractors;
- (d) The Contractor offer imposes certain basic conditions unacceptable to IOM; and/or (e) 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)
- (b) Contractors technical and financial capacity to perform the Contract (c)
- (c) Compliance with construction schedule and viable methodology offered.
- (d) Compliance with technical specifications

- (e) Contractors availability and capacity of equipment
- (f) Price

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 the awarding of the contract, IOM may carry out a post-qualification exercise to further determine the technical and financial capability of the selected Contractor to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection<sup>1</sup> of the office, plant and equipment and previous projects.

16. Award of Contract

The bidder who shall submit the lowest priced but substantially responsive quotation according 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 does not guarantee the lowest bidder to be awarded the contract for this Project.

IOM shall notify the selected Contractor through a Notice of Award and to Proceed (NAP). 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 locations stated in Bill of Quantities.

The Works should be completed within specified time of the agreement upon receipt of the NAP.

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.

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<sup>1</sup> If applicable.



19. Payment Schedule

Payments shall be made following the schedule below:

100% UPON 100% completion. All Progress Reports and the Certificates of Provisional and Final Acceptance shall be supported with status of the Project.

20. Retention Money

As stipulated in Article 19 above, IOM shall retain 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 6 months.

The Contractor has the option to substitute the cash retained with an acceptable Bank Guarantee of prescribed form in the same amount (Annex K).

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.

## Annex A

### QUOTATION FORM

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

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

Having examined the General Instruction for the **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)**”, the receipt of which is hereby duly acknowledged, I, representing

\_\_\_\_\_. Offer to execute the requested works in conformity with the General Instruction as follows: -

i) The total amount for building one shelter as per the Bills of Quantities attached shall be NGN \_\_\_\_\_ per shelter. This cost shall include the cost of buying the materials, transporting the materials to site and the cost of **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)**”, as per IOM’s specifications. ii) The total amount for the cost of **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)**”, per the Bills of quantities provided shall be NGN \_\_\_\_\_ shall be responsible for providing all the materials at the site of construction.

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

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\_\_\_\_.

\_\_\_\_\_  
[over printed name] [in the capacity of] \_\_\_\_\_ [signature]

Duly authorized to sign Quotation for and on behalf of

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[*name of company*]

PRICE SCHEDULE FORM

Project : IOM Emergency Response Programmes in Nigeria  
Title of work : **Materials for Rehabilitation of Public Infrastructure in Damboa LGA (Borno), Malkohi (Yola South LGA), Daware (Fufore LGA)”,**  
Ref No. : RFQ – NG30-20-0154

Please see attached BoQ

\_\_\_\_\_  
Supplier’s Signature and stamp Over Printed Name

**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



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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.


Trade Reference

Company	Contact Person	Contact Number

Banking Reference

Bank	Contact Person	Contact Number

**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 (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 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



14																					
Manpower Allocation & Descriptions																					
Equipment Allocation & Descriptions																					

The Contractor may use extra pages to furnish additional information or may use other acceptable format to illustrate the construction schedule.

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Contractors authorized signature over printed name



**KEY SUPERVISORY STAFF SCHEDULE**  
*(to be assigned for the proposed project)*

Name	Position	Yrs. with the Firm	Qualification	Largest Cost of Project Handled	Yrs. Experience on said Position
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

We hereby certify that the above key supervisory staff is available for use in the execution of the contract.

\_\_\_\_\_  
 Contractors authorized signature over printed name

PLANS AND SPECIFICATIONS

*The detail BOQ and drawings are attached. Bidders are required to sign all attached document and submit with their offer.*

Bank Guarantee for Retention Security

To: *[insert name and address of Owner]*  
*[insert Project name]*

Gentlemen:

In accordance with the provisions of the of the Contract of the above-mentioned Project, *[insert name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with *[name of IOM Mission]* a Bank Guarantee to guaranty the release of cash retention for the completed works in the amount of *[amount of Guarantee in figure and words]*.

We, the *[name of Bank]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of IOM Mission]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee in figure and in words]*.

This Guarantee shall remain valid and in full effect from the date of the release of the retention money under the Contract until *[name of IOM Mission]* issue the Certificate of Final Acceptance to the Contractor.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank/Financial Institution: \_ Address: \_\_\_\_\_

Date:



