



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 : Bidders
 Project : Provision and Refurbishment of 20” Used Shipping Containers
 for Isolation Centre at 4 Nigeria Port of Entries

Re-advertised. Bidders who have submitted the bids on the same tender earlier in September 2020 should re-submit their bids

Ref. No.: PR 4200037399
 Date : 14.01.2020

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 International Border Management (IBM), IOM invites interested eligible Contractors to submit Quotations for the implementation of Provision and Refurbishment of 20” Used Shipping Containers for Isolation Centre at 4 Nigeria Port of Entries

Item No.	Item Description	Quantity	Unit
Lot 1	Supply and refurbishing of 20” Container as per BOQ at Illela Land Border, Sokoto State	Each	3
Lot 2	Supply and refurbishing of 20” Container as per BOQ at Apapa Seaport, Lagos State	Each	3
Lot 3	Supply and refurbishing of 20” Container as per BOQ at Warri Seaport, Delta State	Each	3
Lot 4	Supply and refurbishing of 20” Container as per BOQ at Jimbiya Land Border, Katsina State	Each	3

- Interested bidder can quote for 1 (one) Lot or more
- The containers should be used but in good condition. 10-15 years old range, no holes, no rust, not refurbished, functioning doors and locking mechanism, no odor.

- IOM has the right to inspect the containers before conforming/placing the order

With this RFQ is the GIC which 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.

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.

Report any solicitation or suspected fraud to OIGIntake@iom.int or go to <https://weareallin.iom.int/reports>

Very truly yours,
IOM Abuja Procurement

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 CONTRACTORS (GIC)

1. Description of Works

IOM request prospective Contractors to submit quotation for the implementation of Provision and Refurbishment of 20' Used Shipping Containers for Isolation Centre at 4 Nigeria Port of Entries (Lagos State, Delta State, Katsina State and Sokoto State)

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. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- (a) Experience as prime contractor in the construction of at least *at least 2* works of a nature and complexity equivalent to the Works over the last *3* years, to comply with this requirement, cost of works cited should be at least equivalent to *100%* of the estimated project cost and should be at least 70 percent complete;
- (b) A Contract Manager with *five* years' experience in works of an equivalent nature and volume, including no less than three years as Manager.

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. Contractors requiring any clarifications on the content of this document may notify the IOM in writing at the following address iomabujatenders@iom.int

IOM will respond to any request for clarification received on or before *19th January 2021*. 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, with out 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:

- 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)
- 6.) Photos of the proposed containers

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 Language* and prices shall be quoted in *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 *30 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. 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 must be submitted in a sealed envelope. The Contractor must seal the “Original” and “Copy” of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to *IOM Abuja, 55 Hassan Musa Katsina Asokoro, Abuja*

Quotation shall be submitted to the above address by *Thursday 21st January 2021 at 12:00pm*
Late 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 in the presence of the Contractors who wish to attend. 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 equipments;
- (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 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 inspection¹ of the 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 Warri Sea Ports (Delta State), Apapa Sea ports (Lagos State), Illela Land border (Sokoto State) and Jimbiya Land border (Katsina State).

The Works must be completed within *28 Calendar days* after five days upon receipt of the Notice to Proceed (NTP)/Purchase Order.

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, and upon IOM's receipt of invoice.²

IOM may grant an advance payment equivalent to maximum of *10%* of the Contract amount upon submission of a claim and a bank guarantee for the equivalent amount valid

until the Works are delivered and in the form provided. The bank guarantee may be waived if the advanced amount is less than USD Ten Thousand Dollars (USD10,000).

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.

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

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 Construction of *[insert description of works]*., 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 *[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.

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]*

Annex C

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

<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized Dealer	<input type="checkbox"/> Information Services
<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Retailer	<input type="checkbox"/> Computer Hardware
<input type="checkbox"/> Trader	<input type="checkbox"/> Importer	<input type="checkbox"/> Service Bureau
<input type="checkbox"/> Site Development/ Construction	<input type="checkbox"/> Consultancy	<input type="checkbox"/> Others _____

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

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 (<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

CONSTRUCTION SCHEDULE

Act.No.	Activity Name	Duration in Weeks or Months							
		1	2	3	4	5	6	7	8
1									
2									
3									
4									
5									
6									
7									
6									
7									
8									
9									
10									
11									
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.

Contractors authorized signature over printed name

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

Name	Position	Yrs. w/ the Firm	Qualificatio n	Largest Cost of Project Handled	Years of Experienced On said Position
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Attached CV if not yet attached at the eligibility documents submitted.

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

