



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 : All Eligible Contractors
Project : IFB No. MAC-2016-001 Construction/Renovation of IOM Office – 29th Floor Tower 6789
Date : 05 September 2016

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 expanding the administrative services and operations of the Organization, IOM invites interested eligible Contractors to submit Quotations for the implementation of the *Construction/Renovation of the IOM Office – 29th Floor Tower 6789 (Ayala Avenue)*:

Item No.	Item Description	Quantity
1	Construction of IOM Office – 29 th Floor Tower 6789 Office (1,582.73 sq. m)	1 Lot

The interested Bidders can contact by email, phone, or in person IOM Procurement Officer, Mr. Romeo Sia (rsia@iom.int / +632 230 1740) to request a copy of the Bidding Documents. The interested Bidders can ALSO download a complete set of Bidding Documents on **September 05, 2016** from IOM website: <https://www.iom.int/procurement-opportunities>

A pre-bidding conference will be held on **September 7, 2016, 2:00 PM at 29th Floor Tower 6789, 6789 Ayala Avenue, Makati City**. Requests for additional information shall be sent no later than **5:00 PM on September 08, 2016** by email only, and clarifications will be provided through email and also shared with interested Bidders via Tender Bulletins posted on IOM website.

Bids shall be submitted in a sealed envelope on or before **3:00 PM on September 15, 2016**. Bids shall be submitted to the IOM Head Office at *28F Citibank Tower, 8741 Paseo de Roxas, Makati City*. No late bid will be accepted.

Bids must be accompanied by a Bid Security equivalent to 2.0 % of the Bidders Total Bid Price in the form of Certified Check, Bank Guarantee, Letter of Credit from a reputable commercial banking institution, or surety bond from a sound institution and shall be delivered to the BEAC. You can find related Technical documents, BOQ and Bidding Instructions below.

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,

Romeo Sia

GENERAL INSTRUCTION TO CONTRACTORS (GIC)

1. Description of Works

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 expanding the administrative services and operations of the Organization, IOM invites interested eligible Contractors to submit Quotations for the implementation of the *Construction/Renovation of the IOM Office – 29th Floor Tower 6789 (Ayala Avenue)*:

Item No.	Item Description	Quantity
1	Construction of IOM Office – 29 th Floor Tower 6789 Office (1,582.73 sq. m) including labor, materials, workmanship and acquisition of building permits	1 Lot

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

- (a) annual volume of construction work of at least *the last three years of at least PHP 25,000,000(Twenty Five Million Pesos)*;
- (b) experience as a prime contractor to be validated by presenting at least 2 works of a nature and complexity equivalent to the Works, undertaken over the past 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 % complete.
Presentation of relevant experience must include the following project information;

Project Name:

Project Address / Location:
Project Description:
Project Cost:
Project Gross Floor Area:
Project Construction Duration:
Project Completion Date:
Project Photographs – if available.

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information (Annex F).
- (d) a Project / Construction Manager with **five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and**
- (e) Working Capital which is no less than *50% of estimated project cost* and/or credit facilities, e.g. Bank Credit Line which has no less than *100% of estimated project cost*.

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.

A pre-bidding conference will be held at **2:00 PM on September 7, 2016 at 29F Tower 6789, 6789 Ayala Avenue, Makati City**. Clarifications will be provided through email and also shared with interested Bidders via Tender Bulletins at IOM website (www.iom.int).

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 email address.**

For-Technical Inquiries

Arch. Luis Miguel Fareleira - mfareleira@yahoo.com (always copy email address below)

For non-Technical and procurement inquiries:

IOM will respond to any request for clarification received on or before *September 8, 2016 up to 5:00 pm*. 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:

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

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 *English* and prices shall be quoted in Philippines PESO - *PHP*, exclusive of VAT.

Prices quoted by the Contractor shall be fixed during the Contractors 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 forty five calendar days (*45cd*) 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 Contractors' eligibility to submit Quotation and its qualifications to perform the Contract if its Quotation is accepted. The IOM's standard Vendors Information Sheet (Annex C) shall be used for this purpose. 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 has a valid Philippine Contractors Accreditation Board (PCAB) license;
- (c) that the Contractor meets other qualification criteria.

10. Submission of Quotations

Bids must be submitted in a sealed envelope. Documents as stated in item 9.1 (Quotation Documents) and shall be submitted to IOM Head Office: *28F Citibank Tower, 8741 Paseo de Roxas, Makati City* no later than **3:00 PM of September 15, 2016**.

Quotation shall be submitted by *hand delivery (electronic bids will not be accepted)* to either of the above addresses on or before **September 15, 2016, 3:00 pm** Late¹ 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 Acceptance Committee (BEAC) on *September 15, 2016, 3:00pm*. 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;
- (d) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (e) the Contractor is currently under list of blacklisted Contractors;
- (f) the Contractor offer imposes certain basic conditions unacceptable to IOM;
- (g) 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 of works and viable methodology offered;
- (d) Compliance with technical specifications;
- (e) Contractors availability and capacity of equipment;

¹ 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.

(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 inspection² of the office, plant and equipment and previous projects, as required.

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 (NoA). IOM shall also notify in writing, the other Contractors who were not selected without disclosing the reason for rejection.

² If applicable.

17. Delivery Site and Period of Delivery

The works shall be done at the *29th Floor Tower 6789, 6789 Ayala Avenue, Makati City.*

The Works must be completed within **45 calendar days** 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 accomplished on site, and upon IOM's receipt of Contractor's Billing Statement and an up-to-date Construction Schedule of Works. The Contractor will be paid through monthly progress billing based on percentage of Works accomplished. Works accomplished is understood to mean actual completed construction Works on site, and not materials ordered, nor materials on site.

IOM may grant an advance payment equivalent to maximum of 15% of the Contract amount upon submission of a claim and a bank guarantee for the equivalent amount valid until the Works are delivered.

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.

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.

22. Bid Security or Performance Security

The Bidder shall furnish, as part of the Bid, a Bid Security in in the amount of 2 % of the total bid amount.

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the *Construction of IOM Office- 29th Floor Tower 6789 (Ayala Avenue)*, 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, excluding VAT]* 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, Construction Schedule of Works, Drawings and Technical 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]*

BILL OF QUANTITIES FORM

PROJECT TITLE : _____
LOCATION : _____

See separate pages for BOQ – *Excel Spreadsheet*

Contractors authorized signature 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

- | | | |
|--|--|---|
| <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
_____	_____	_____
_____	_____	_____
_____	_____	_____

ELIBILITY DOCUMENTS CHECK LIST

Please submit the following documents together with the Vendor Information Sheet (VIS):

No	Document	For IOM use only	
		Submitted	Not Applicable
1	Company Profile <i>including the name/s of company owner/s and key supervisory staff to be assigned to the project (Annex E)</i>		
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, i.e. Philippine Contractors Accreditation Board (PCAB) License (or in the case of a Joint Venture; a special PCAB License)		
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 / Equipment <i>including type / description, age, condition and indication if the equipment are owned or leased by the Contractor (Annex F)</i>		
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		

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 OF WORK

The Contractor may use extra pages to furnish additional information or may use other acceptable format (PDF, MPP, JPEG, DOC, EXCEL) to illustrate the proposed Construction Schedule of Work.

The Construction Schedule of Work must take the form of a bar chart or similar form of baseline to adequately track the order and timing for all the activities against the Works accomplished. The Construction Schedule of Work shall show all the estimated dates on which the Contractor shall start each portion of the Work, and the contemplated dates for completing each portion of the Work, including on-site construction activities, critical path and critical milestones, procurement activities, estimated manpower and equipment, scheduled materials testing and scheduled submittals (shop drawings and samples).

Note:

For the duration of the contract, the Contractor's Billing Statement must always be accompanied with an up-to-date Construction Schedule of Works, indicating Works accomplished tracked against the baseline Schedule.

Contractors authorized signature over printed name

Annex E

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

Name	Designation	Years w/ the Company	Qualification	Largest Cost of Project Handled	Years of Experience in said Designation
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

Annex F

EQUIPMENT SCHEDULE
(to be used for the proposed project)

Type/description	Owned / Leased	Age	Condition/Location
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

Indicate if it is owned or to be leased.

Note:
Contractor should provide supporting document:
Owned - proof of ownership like equipment registration certificate / ID
Rented/leased – copy of lease agreement and copy of registration of equipment named to the owner of the equipment.

We hereby certify that the above plant and equipment are available for use in the execution of the contract.

 Contractors authorized signature over printed name