



INVITATION FOR BID (IFB)
AND
GENERAL INSTRUCTION TO CONTRACTORS (GIC)¹

IFB No. ABY-TNR-0043

Date : 22 March 2017

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 South Sudan Transition and Recovery Programme funded by USAID-OFDA, IOM invites interested eligible Contractors to submit Bids for the implementation of construction project located in Abyei Administration area as specified below:-

No	Project Description	Location
1	Rehabilitation of Abyei Referral Hospital	Abyei Town
2	Electrical wiring for Abyei Referral Hospital	Abyei Town
3	Rehabilitation of Abyei Youth Centre	Abyei Town
4	Completion of Abyei Women center	Abyei Town
5	Women Vegetable gardens fencing	Abyei Town and Marial Achak Village

With this IFB 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 bid for consideration by IOM.

IOM reserves the right to accept or reject any Bids, and to cancel the procurement process and reject all Bids 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,

Jon Baker

Chairman

Bids Award and Evaluation Committee

GENERAL INSTRUCTION TO CONTRACTORS (GIC)

1. Description of Works

IOM request prospective Contractors to submit bid for the implementation of *construction projects located in Abyei Administration area as specified below:-*

#	Project Description	Location
1	Rehabilitation of Abyei Referral Hospital	Abyei Town
2	Electrical wiring for Abyei referral Hospital	Abyei Town
3	Rehabilitation of Abyei Youth Centre	Abyei Town
4	Completion of Abyei Women center	Abyei Town
5	Women Vegetable gardens fencing	Abyei town and Marial Achak Village

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 bid;
- 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 Bid of another or influence the decision of the Mission/procuring Entity regarding this Bid 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 bid.

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 Bid. 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- or equivalent to the estimated project cost ;
- (b) experience as prime contractor in the construction of at least *least 2 Work* 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;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information;
- (d) a Contract Manager with *five (5)* years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, is no less than 50% of estimated project cost.

5. Cost of Bid Preparation

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

6. Errors, omissions, inaccuracies, variations and clarification in the Bid Documents

The documents and forms requested for the purpose of soliciting Bids 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 Bid Documents. Contractors requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

*IOM South Sudan
New Industrial Area, Northern Bari, Juba, South Sudan*

With email address ;

For Technical matters : Engr. Stephen Kyalo - skyalo@iom.int

For Non-Technical : Constantino Santos csantos@iom.int;
Yadel Sirak ysirak@iom.int
Jon Baker jbaker@iom.int

IOM will respond to any request for clarification received on or before *April 06, 2017*. 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 Bid and to Reject any and all Bids

IOM reserves the right to accept or reject any Bid, and to cancel the procurement process and reject all Bids 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 Bid Documents

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

- 1.) Bid Form (Annex A)
- 2.) Bill of Quantities Form (Annex B)
- 3.) Vendor Information Sheet Form (Annex C)

- 4.) Construction Schedule Form (Annex D)
- 5.) Scope of Work of Experience (Annex E)
- 6.) Key Supervisory Staff Schedule Form (Annex F)
- 7.) Equipment Schedule Form (Annex G)
- 8.) Plans and Specifications (Annex H)
- 9.) Bid Security (Annex I) – For advance payment

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

9.2 Bid Form

The Bid 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 Bid Form.

The language of the Bids shall be in English and prices shall be quoted in USD (United States Dollar) 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 Bid with an adjustable price bid will be treated as non-responsive and will be rejected.

9.3 Validity of Bid Price

Bid shall remain valid for 60 calendar days after the deadline for bid submission.

In exceptional circumstances, prior to expiry of the period of validity of Bids, 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 bid.

9.4 Bid Security

Pursuant to Clause 9.1, The bidder shall furnish, as parts of his bid, a bid security in the amount of 2.5% of the total bid amount.

The bid security is required to protect IOM against risk of Bidders' conduct, which warrants the security forfeiture. The bid security shall be denominated in USD in the form of Bank Guarantee. Any bid not secured will be rejected by IOM as non-responsive bids pursuant to Clause 13.

Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity pursuant to Clause 9.3.

The successful Bidder's bid security will be discharged upon the Bidder signing the contract and furnishing of performance security.

The Bid security maybe forfeited:

- a. If the Bidder withdraw his bid during the period of bid validity
- b. In the case of successful Bidder, if the Bidders fails to sign the contract or fail to furnish the performance security

9.5 Documents Establishing Contractor's Eligibility and Qualification

The Contractor shall furnish, as part of its bid, documents establishing the Contractors' eligibility to submit bid and its qualifications to perform the contract if its bid 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 bid 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 Bids

Bid must be **submitted in a sealed envelope** as stated in item 9.1 (Bid Documents) and shall be addressed to, *Bids Award and Evaluation Committee (BEAC) - Logistics Office, IOM Juba, New Industrial Area, Northern Bari, Juba South Sudan.*

Bid shall be submitted by **hand delivery or by registered mail (DHL)** to the above address or **IOM – JUBA Office** on or before **April 07, 2017 at 5:00 pm.**
Late Bids will not be accepted.

11. Opening of Bids

At the indicated time and place, the opening of Bids shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Bids in public or not.

12. Acceptance of Bids

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Bids at the time of their opening.

13. Rejection of Bids

Bid can be rejected for the following reasons:

- (a) the Bid is not presented in accordance with this General Instruction;
- (c) the Bid Form or any document which is part of the Bid 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 or too low on the projected labor cost by IOM Engineer.

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 Bids**

IOM shall evaluate and compare the Bids on the basis of the following merit point system. The bid scoring the highest number of points will be deemed to be the lowest evaluated bid.

1. Total Contract Price – 50 total points

This category is based on the proposed total price of the project. Bids will be ranked According to the best price projected for the proposed work as compared to the cost estimates by IOM.

2. Time to completion – 20 total points

This category is based on the proposed time to complete the proposed work (GANTT chart work schedule must be attached).Bids will be ranked according to the shortest time to completion. A detailed GANTT chart work schedule for the proposed work must be submitted to receive points in this category.

3. Relevant Experience in the same activities and in the same geographical area - 30 total points.

This category is based on the previous relevant experience a Bidder has in the various project activities (with particular focus on UN and International Aid agencies or INGO) and geographical area of the project. The Bidders will be ranked according to the relative amount of experience in the project activities (rehabilitation/construction of border immigration offices, schools, water and sanitation works, etc.), the knowledge of the geographical area of the project, existing presence in the project area, and proper equipment in the project area.

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 Bid 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.

16. **Award of Contract**

² If applicable.

The Contractor/s 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. Award can be given to more than one contractors

IOM shall notify the selected Contractor/s 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 different in different location as specified above. The Works must be completed within the stipulated time 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, and upon IOM's receipt of invoice..³

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 in Annex J.

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.

³ Insert conditions if progress payment is allowed.

BID 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 Bid.

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 Bid 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 Bid Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Bid 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 Bid for and on behalf of

_____ *[name of company]*

BILL OF QUANTITIES FORM

See attached individual BOQ for each project site

Must be signed and stamped.

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

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	<u>Duration in Weeks or Months</u>							
		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

Annex E

**SCOPE OF WORKS EXPERIENCE BEFORE
(TO BE FILLED, SIGNED AND INCLUDED TO THE PACKAGE)
Only list Building projects.**

Name of your company/NGO/CBO:

Item No.	Name of Project	Location	Client or Donor (e.g., IOM, UNICEF)	Cost of project	Date Started	Date completed
UNNGOs						
1						
2						
3						
INGOs						
1						
2						
3						
Private Co.						
1						
2						
3						
4						
5						
IOM						

NOTE: Please attach completion certificates or recommendations.

Company's representative signature and stamp /seal.

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

Name	Position	Yrs. w/ the Firm	Qualification	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

EQUIPMENT SCHEDULE
(to be used for the proposed project)

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

Indicate if it is owned or to be leased.

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

PLANS AND SPECIFICATIONS

[Copy of Plans and Specifications issued on separate volume]

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: _____