

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

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

IOM request prospective Contractors to submit quotation for the implementation of the project: **Construction of the river walkway and outdoor gym in Gornji Rahić, Brčko District**

### **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

- annual volume of construction work of at least 5 works in the last three years-usually equivalent to the estimated project cost;
- experience as prime contractor in the construction of 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;
- proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information;
- a Contract Manager with 5 years of experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- 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 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 email address: [BHRISARAJEVO@iom.int](mailto:BHRISARAJEVO@iom.int)

IOM will respond to any request for clarification received on or before 14 March 2018. 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 Form: (Annex D)
- 5.) Key Supervisory Staff Schedule (Annex E)
- 6.) Equipment Schedule (Annex F)
- 7.) Payment Schedule (Annex G)
- 8.) Pro forma Construction Agreement (Annex H)

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/or in one of three official languages in Bosnia and Herzegovina. Prices shall be quoted in **BAM**, 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 calendar days after the deadline for quotation submission.

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

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

The Contractor shall furnish, as part of its quotation, documents establishing the Contractor's eligibility to submit quotation and its qualifications to perform the contract if its quotation is accepted. 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. Each envelope must be marked "Original" and "Copy" as appropriate. Both envelopes shall be placed in an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the Project and name of the Company. 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:

**International Organization for Migration (IOM)-BHRI**  
**UN House, Zmaja od Bosne bb, 71000 Sarajevo**  
**Attention: Procurement unit**  
**Telephone: +387 62 989 314**

Quotation shall be submitted by hand delivery or by mail to the above address on or before **21 March 2018**. Late Quotations will not be accepted.

## **11. Opening of Quotations**

IOM reserves 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;
- b) the Quotation Form or any document which is 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

IOM is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Contractors.

## **14. Evaluation of Quotations**

IOM shall evaluate and compare the Quotations on the basis of the following:

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Contractors technical and financial capacity to perform the Contract
- (c) Compliance with construction schedule and viable methodology offered.
- (d) Compliance with technical specifications.
- (e) Contractors availability and capacity of equipment's;
- (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 inspection 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 at: **Gornji Rahic, Brcko District**

The Works must be completed before **13 April 2018**

**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.

**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.