

## REQUEST FOR QUOTATION (RFQ)

RFQ Reference: LY22-283

Date: 15 August 2022

### **SECTION 1: REQUEST FOR QUOTATION (RFQ) For Rehabilitation of Alhekma Sports Club in Qatrun.**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Documents requirements of the eligibility and technical evaluation:

- Valid Company registration documents (applicable for new vendors only)
- Bank information (applicable for new vendors only)
- Singed /stamped Code of conduct (applicable for new vendors only )
- Completed VIS-vendor information sheet (applicable for new vendors only )
- Signed /stamped DOC- declaration for conformity (applicable for all vendors)
- Delivery Lead Time
- Team composition and CVs of key personnel
- List of the equipment
- Company profile

Site visit is scheduled on Tuesday, 23/08/2022 at: 11:00, for the site visit is mandatory and failure to attend will be ground for disqualification and for any technical queries.

If you have any enquiry, please contact:

Engineer : Hussain ABULQASIM

Phone/WhatsApp : 0925143348

Thank you and we look forward to receiving your quotations.

**Approved by:**

**IOM Libya Procurement**

## SECTION 2: RFQ INSTRUCTIONS AND DATA

<b>Deadline for the Submission of Quotation</b>	31 August 2022 If any doubt exists as to the time zone in which the quotation should be submitted, refer to <a href="http://www.timeanddate.com/worldclock/">http://www.timeanddate.com/worldclock/</a> .
<b>Method of Submission</b>	<p>Quotations must be submitted as follows:</p> <p><input type="checkbox"/> E-tendering  <input checked="" type="checkbox"/> Email  <input type="checkbox"/> Courier / Hand delivery  <input type="checkbox"/> Other</p> <p>Bid submission address: <a href="mailto:iomlibyaproposal@iom.int">iomlibyaproposal@iom.int</a></p> <ul style="list-style-type: none"> <li>▪ File Format: PDF</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Max. File Size per transmission: 25 MB</li> <li>▪ Mandatory subject of email: RFQLY22-283</li> <li>▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y."</li> <li>▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible.</li> <li>▪ The proposer should receive an email acknowledging email receipt.</li> </ul>
<b>Cost of preparation of quotation</b>	IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
<b>Supplier Code of Conduct</b>	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: <a href="http://ungm.org">Supplier Code of Conduct (ungm.org)</a> .
<b>Conflict of Interest</b>	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
<b>General Conditions of Contract</b>	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at <a href="https://www.iom.int/do-business-us-procurement">https://www.iom.int/do-business-us-procurement</a> .
<b>Eligibility</b>	Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative.
<b>Currency of Quotation</b>	Quotations shall be quoted in USD
<b>Duties and taxes</b>	<p>The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below:</p> <p>All prices shall:</p> <p><input type="checkbox"/> be inclusive of VAT and other applicable indirect taxes  <input checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
<b>Language of quotation and documentation including</b>	English

<b>catalogues, instructions and operating manuals</b>	
<b>Documents to be submitted</b>	Bidders shall include the following documents in their quotation: <input checked="" type="checkbox"/> Annex 2: Quotation Submission Form duly completed and signed <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input type="checkbox"/> Other
<b>Quotation validity period</b>	Quotations shall remain valid for 60 days from the deadline for the Submission of Quotation.
<b>Price variation</b>	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
<b>Payment Terms</b>	<input checked="" type="checkbox"/> Other IOM will pay 95% of total contract price after receipt of works and/ or services and submission of payment documentation. The 5% of total contract price will be held for 3 months as retention and will be released once CFA.
<b>Contact Person for correspondence, notifications and clarifications</b>	Focal Person: IOM Libya Procurement E-mail address: iomlibyaproposal@iom.int
<b>Clarifications</b>	Requests for clarification from bidders will not be accepted any later than 2 days before the submission deadline. Responses to request for clarification will be communicated iomlibyaproposal@iom.int by 28 August 2022
<b>Evaluation method</b>	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer <input type="checkbox"/> Other
<b>Evaluation criteria</b>	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract (Annex 4) <input type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input checked="" type="checkbox"/> Others <i>Previous Experience on similar works in last 3 years</i> <i>Financial Statement proving Company has sufficient capacity</i>
<b>Right not to accept any quotation</b>	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
<b>Right to vary requirement at time of award</b>	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.
<b>Type of Contract to be awarded</b>	Purchase order for services
<b>Expected date for contract award.</b>	30 September 2022
<b>Policies and procedures</b>	This RFQ is conducted in accordance with Policies and Procedures of IOM
<b>UNGM registration</b>	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at <a href="http://www.ungm.org">www.ungm.org</a> . The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

## ANNEX 1: SCHEDULE OF REQUIREMENTS

### Technical Specifications for Goods and Works:

Rehabilitation of Alhekma Club building Qatrun							
Location: Qatroun - City							
	DESCRIPTION	QTY. الكمية	UNIT الوحدة	UNIT Price(\$) سعر Material and Labours الوحدة	TOTAL Price السعر Material and Labours الاجمالي	بيان الاعمال	ر.م
1	Demolition and preparation works					اعمال الازالة	1
1.1	Demolition and removal of buildings from limestone or brick, including foundations and transport of waste to public dumps , accordance to the instructions of the supervising engineer.	9	M3			هدم وإزالة المباني من الحجر الجيري أو الطوب المفرغ شاملاً الأساسات ونقل المخلفات إلى المقالب العمومية طبقاً لتعليمات المهندس المشرف.	1.1
1.2	Removing oriental toilet and its accessories and preparation for new works according to the technical specification and instructions of the supervising engineer.	1	No			إزالة مرحاض شرقي وملحقاتها والتهيئة للأعمال الجديدة طبقاً للأصول الفنية وتعليمات المهندس المشرف.	1.2
1.3	Removing ceramic tiles for bathroom walls and floors, and transportation the waste and preparing the place for new works, according to technical specification and instructions of the supervising engineer.	38	M2			إزالة بلاط السيراميك والقيشاني لحوائط وأرضيات الحمامات ونقل المخلفات وتهيئة المكان للأعمال الجديدة، حسب الأصول الفنية وتعليمات المهندس المشرف.	1.3
1.4	demoition and removing defect internal plastering for walls and ceilings, and transfer waste and preparing the place for new works according to the technical specification and instructions of the supervising engineer	17	M2			تكسير وإزالة طبقة اللياسة الداخلية الغير صالحة للحوائط والأسقف ونقل المخلفات وتهيئة المكان للأعمال الجديدة طبقاً للأصول الفنية وتعليمات المهندس المشرف.	1.4
1.5	demolition and removing the external plaster for facades, and transferring the waste and preparing the place for new works, according to the technical specification and instructions of the supervising engineer	31	M2			تكسير وإزالة طبقة اللياسة الخارجية للواجهات ونقل المخلفات وتهيئة المكان للأعمال الجديدة، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	1.5

1.6	Remove old fans and signboards of any kind and deliver the functioning ones to the warehouse	10	No			فك وإزالة مراوح و لوحات الإعلانات من أي نوع وتسليم الصالح منها إلى المخازن .	1.6
1.7	Remove the lighting fixtures of any kind and deliver the functioning ones to the warehouse.	12	No			فك وإزالة قواعد الأضاءة من أي نوع وتسليم الصالح منها إلى المخازن .	1.7
1.8	Remove old electricity conduit of any size .	95	Lin.M			إزالة مواسير الكهرباء القديمة و بمختلف الاقطار .	1.8
1.9	Dismantle and remove metal roof and prepare the place for new works , the price includes cleaning the place and transporting the waste to public dumps according to the instructions of the supervising engineer	130	M2			فك وإزالة السقف المعدنية وتهيئة المكان للأعمال الجديدة و السعر شامل تنظيف المكان و نقل المخلفات إلى المقالب العمومية طبقاً لتعليمات المهندس المشرف.	1.9
1. 10	Removal and re-installation of metal doors , and conduct the required maintenance, according to technical specification and supervisor engineer.	7	No			فك وإعادة تركيب الأبواب المعدنية لزوم الحماية، وعمل الصيانة اللازمة لها، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	1. 10
1.11	Removal the aluminum windows and the metal windows protection, according to technical instructions and supervisor engineer.	7	No			فك وإزالة الشبابيك المعدنية وحديد الحماية وملحقاتها ويشمل البند فك وخلع الحلوق، وتسليم الصالح منها للمخازن، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	1.11
1.12	Cleaning the site during the course of the work and transport the waste to the landfills, as per supervising engineer instructions.	48	M3			تنظيف الموقع أثناء و بعد تنفيذ الأعمال مع نقل المخلفات إلى المقالب العمومية، حسب تعليمات المهندس المشرف.	1.12
2	<b>Civil works</b>					<b>اعمال المدنية</b>	2
2.1	Supply and install concrete curbstones size 35 × 15 × 10 cm, the work includes concrete slab and fixing from the back with concrete and filling the joints with cement mortar according to technical specification and instructions of the supervising engineer.	30	Lin.M			توريد وعمل بر دورات طرق خرسانية مقاس 10×15×35 سم، عمل فرشاة خرسانية وتنشيت من الخلف بالخرسانة ولحم فواصل البردورات بملاط الأسمنت طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.1

2.2	Supply and cast reinforced concrete for columns with with grade C30 (30N/MM <sup>2</sup> ) the work includes fixing reinforcing steel 115kgm/m <sup>3</sup> according to the drawings, and instructions of supervising engineer.	2	M3		توريد وصب خرسانة مسلحة لزوم الأعمدة والأعتاب بإجهاد كسر 30 نيوتن/مم <sup>2</sup> ، وحديد تسليح بنسبة 115كجم /م <sup>3</sup> ، طبقاً للخرائط والرسومات المعتمدة وتعليمات المهندس المشرف.	2.2
2.3	Supply and build hollow concrete brick walls 20 cm thickness with cement mortar (3: 1) consisting of 440 kg cement + 1 m3 sand, according to technical specifications and instructions of the supervising engineer.	54	M2		توريد وبناء حوائط من الطوب الأسمنتي المفرغ سمك 20 سم مونة إسمنتية (3:1) يتكون من 440 كجم أسمنت + 1م <sup>3</sup> رمل، طبقاً للأصول الفنية، وحسب تعليمات المهندس المشرف.	2.3
2.4	Supply and make plaster for internal walls and ceilings with cement mortar. (3: 1) Consists of 440 kg cement + 1 m3, according to the technical specifications and instructions of supervising engineer.	80	M2		توريد وعمل لباسة للحوائط والأسقف الداخلية بمونة إسمنتية. (3:1) يتكون من 440 كجم أسمنت + 1 م <sup>3</sup> ، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.4
2.5	Supply and make plaster for external walls for facades of two layers, the first with a thickness of 15 mm and a mixture (1: 3) and the second layer of 350 kg cement + 580 kg limestone powder + 1170 kg sand + marble powder + pigments in the desired color.	95	M2		توريد وعمل لباسة للحوائط والواجهات الخارجية من طيقتين، الأولى بسمك 15 مم وخلطة (1 : 3) والطبقة الثانية من 350 كجم أسمنت + 580 كجم مسحوق الحجر الجيري + 1170 كجم رمل + بودرة الرخام + صبغات باللون المطلوب.	2.5
3	<b>Painting WORKS</b>				<b>اعمال الدهانات</b>	3
3.1	Supply and make painting for internal walls and ceilings with a normal preparatory face, and two sides of the emulsion paint white plastic, the price includes the rubbing of old paint, and apply the necessary putty according to technical specifications and instructions of supervising engineer.	500	M2		توريد وعمل طلاء للحوائط والأسقف الداخلية بوجه تحضيرى عادي، ووجهين من مستحلب دهان البلاستيك الأبيض، ويشمل السعر حاك الطلاء القديم، وعمل المعجون اللازم طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.1
3.2	Supply and paint old metal works with various zinc stones, one face of shiny oil for doors, after rubbing off the old paint. According to the technical specification and instructions of the supervising engineer.	35	M2		توريد وتنفيذ طلاء الأعمال المعدنية القديمة بوجه تحضيرى من فوسفات الزنك، ووجه من طبقة الأساس الزيتي، ووجه واحد من الزيت اللامع لزوم الأبواب، بعد الحك. طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.2

3.3	Supply and paint internal walls with a preparatory coat of oil and two coats of matte oil paint, according to approved sample, color and the texture, according to the technical specifications and instructions of the supervising engineer	445	M2		توريد وعمل طلاء الحوائط الداخلية بوجه تحضير من الزيت ووجهين من دهان الزيت المطفي، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.3
3.4	Supply and paint exterior facades with graphite , according to approved color and texture and as per supervising engineer instructions.	210	M2		توريد وتنفيذ أعمال الجرافيت للواجهات الخارجية والمداخل، وطبقاً لعينة اللون والملمس المعتمدين من المهندس المشرف.	3.4
4	<b>Flooring and tiles works</b>				<b>اعمال تكسية الارضيات والحوائط</b>	4
4.1	Supply and installation of colored walls tiles grade A the sample to be approved. According to technical specification and supervising engineer instructions.	42	M2		توريد وتركيب بلاط قيشاني ملون لزوم حوائط إسباني درجة أولى بالمقاس واللون المطلوب مع اعتماد العينة من المهندس المشرف طبقاً للأصول الفنية.	4.1
4.2	Supply and installation of spanish floor ceramic tiles. The sample to be approved. According to technical specifications and supervising engineer instructions	14	M2		توريد وتركيب بلاط سيراميك للأرضيات إسباني مانع للانزلاق درجة أولى طبقاً للمواصفات والأصول الفنية واعتماد العينة من المهندس المشرف.	4.2
4.3	Supply and installation of a marble counter for the Buffet measuring 400 x 70 x 3 cm, of Italian type, Carrara white, with marble legs installed with all needed to finish the works ,according to the technical specifications and supervising engineer's instructions.	4	Lin.m		توريد وتركيب طاولة رخام لزوم البوفيه بمقاس 400×70×3سم من النوع الإيطالي أبيض كرارة، مع التثبيت بقوائم رخامية والحليات وكل مايلزم لنهوا العمل حسب الأصول الفنية وتعليمات المهندس.	4.3
4.4	Supply and installation of marble thickness of 3 cm to sit,from the Italian type carrara white ornaments for windows and air ventilation fans,according to the technical assets and instructions of the supervising engineer.	17	M2		توريد وتركيب رخام سمك 3سم لزوم الجلسات النوافذ مراوح شفت الهواء , السعر شامل عمل الحليات من نوع الايطالي ابيض كرارة وذلك طبقاً للمقاسات المطلوبة من الأصول الفنية وتعليمات المهندس المشرف.	4.4



4.5	Supply and installation of concrete interlock tiles with thickness of 6 cm (according to required shape and color ), installed on a compacted granular soil (Kaolina) bed with a thickness of 10 cm according to technical specifications, drawings and instructions of the supervising engineer.	40	Lin.m		توريد وتركيب ارضفة من البلاط المعشق سمك 6 سم ) حسب الشكل و اللون المطلوب ( ، يركب علي فرشاة من التربة الحبيبية ( كاولينا ) المدموكة بسمك 10 سم حسب المواصفات و الرسومات و تعليمات الجهة المشرفة .	4.5
5	<b>Doors, Windows and Metal works</b>				<b>اعمال الابواب والشبابيك والاسقف المعلقة</b>	5
5.1	Supply and installation of metal ceilings covered with plastic panels (fiber), the price includes paint work and everything required to complete the work, as approved sample and installed according to the plans, according to the technical specifications and the instructions of the supervising engineer.	130	M2		توريد وتركيب الأسقف معدنية تغطي بالواح بلاستيكية ( فايبر ) و السعر شاملا أعمال الدهان و كل ما يلزم لنهوه العمل ، من عينة معتمدة و يركب حسب المخططات و طبقاً للأصول الفنية وتعليمات المهندس المشرف .	5.1
5.2	Supplying and installing white PVC windows, according to the approved sample. The price includes all that is necessary for the work to complete, in accordance to the technical specifications and instructions of the supervising engineer.	16	M2		توريد وتركيب شبابيك من PVC الابيض من عينة معتمدة والسعر شامل كل مايلزم لنهوه العمل وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف .	5.2
5.3	Supply and installation of protection grill (hollow section 4x4 cm and thickness of 2mm )for the windows according to the sample and the approved form, the price including frame and paints and all that is necessary to do the work according to the technical principles and instructions of the supervising engineer	16	M2		توريد وتركيب حديد حماية مجلفن 4*4 سم و سمك 2 مم لزوم الشبابيك حسب العينة والشكل المعتمد ، والسعر شاملا الاطارات والدهانات و كل مايلزم لنهوه العمل حسب الاصول الفنية وتعليمات المهندس المشرف	5.3
5.4	Supply and installation of metal door locks of excellent type, from a certified sample necessary for the old steel doors installed in accordance with technical specifiation and instructions of the supervising engineer.	4	NO		توريد وتركيب أقفال حديدية من النوع الممتاز، من عينة معتمدة لزوم الأبواب الحديدية القديمة يركب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	5.4



5.5	Supply and installation of suspended ceiling from gypsum panels (60x60) cm, as approved sample and according to technical specifications and engineer instructions.	193	M2		توريد وتركيب الأسقف معلقة من شرائح الجبس ( 60*60 سم ) للعيينة المعتمدة، وفق تعليمات المهندس المشرف.	5.5
6	<b>Water and Sanitation works</b>				<b>اعمال المياه وتصريف مياه الامطار</b>	6
6.1	Supply and installation of 3/4 " P.P.R pipes, including fittings, and all necessary work in accordance with the technical specifications and instructions of the supervising engineer.	13	Lin.m		توريد وتركيب مواسير P.P.R بقطر 4/3 بوصة شاملاً الوصلات وما يلزم لنهـ العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.1
6.2	Supply and installation of P.P.R pipes with a diameter of 0.5 inches including the connections and necessary for the completion of work in accordance with the technical specifications and instructions of the supervising engineer.	16	Lin.m		توريد وتركيب مواسير P.P.R بقطر 0.5 بوصة شاملاً الوصلات وما يلزم لنهـ العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.2
6.3	Supply and installation of ground siphon of excellent type, including the cover to be of iron coated with chromium and two layers of size not less than 15 × 15 cm, necessary for bathrooms, kitchen and outdoor basin and all necessary to finish the work as required, according to technical specifications and instructions of the supervising engineer .	2	No		توريد وتركيب سيفون أرضي من النوع الممتاز، شاملاً الغطاء على أن يكون من الحديد المطلي بمادة الكروم ومن طبقتين بمقاس لا يقل عن 15×15 سم، لزوم الحمامات و المطبخ و حوض الخارجي وكل مايلزم لنهـ العمل بالشكل المطلوب، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.3
6.4	Supply and installation of 1.5-inch P.V.C pipes and pressure of 10 bar, including all necessary for the completion of work, for the need for sewage drainage line, and in accordance with technical specifications and instructions of the supervising engineer .	4	Lin.m		توريد وتركيب مواسير P.V.C قطر 1.5 بوصة وضغط 10 بار، شاملاً كل مايلزم لنهـ العمل، لزوم خط تصريف مياه المجاري، وطبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.4
6.5	Supply and installation of pipes made of P.V.C with a diameter of 4 inches and a pressure of 10 bar, for the need to drainage sewage, and the price including the connections and everything necessary for the completion of work, according to technical	6	Lin.m		توريد وتركيب مواسير مصنوعة من P.V.C و بقطر 4 بوصة وضغط 10 بار، لزوم تصريف مياه المجاري، و السعر شاملاً الوصلات و كل ما يلزم لنهـ العمل وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.5

	specifications and instructions of the supervising engineer.					
6.6	Supply and work of a complete inspection room, measuring 60 x 60 cm, and the evaluation of a depth of 1 meter of cast iron weighing not less than 70 kg, according to the technical specifications and instructions of the supervising engineer.	1	No		توريد وعمل غرفة تفتيش كاملة مجاميعه، بقياس 60×60سم، وبعمق 1متر شاملاً غطاء من الزهر لا يقل وزنه عن 70 كجم، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.6
6.7	Supply and installation of water locking valves for P.P.R pipes with diameters 1/2, 3/4, 1 inch, according to the approved sample, technical procedures and the instructions of the engineer.	5	No		توريد وتركيب محابس لقفل المياه لمواسير P.P.R بأقطار 1/2، 3/4، 1 بوصة، طبقاً للعيينة المعتمدة والأصول الفنية وتعليمات المهندس المشرف.	6.7
6.8	Supply and installation of an Italian electrical water heater with a capacity of at least 80 liters of an excellent type, including what is necessary for the work, according to the approved sample and in accordance with the "technical principles and instructions of the supervising engineer.	1	No		توريد وتركيب سخانة مياه كهربائية إيطالية سعة 80 لتر على الأقل من نوع ممتاز، شاملاً مايلزم لنهـ العمل و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.8
6.9	Supply and installation of hand wash basins, of excellent type complete with siphon, mixer and all necessary for the completion of work, as required, according to the approved sample and in accordance with the technical regulations and instructions of the supervising engineer.	1	No		توريد وتركيب أحواض غسل الأيدي، من النوع الممتاز كاملاً مجاميعه مع السيفون والخلاط وكل مايلزم لنهـ العمل، بالشكل المطلوب، و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.9
6. 10	Supply and install oriental toilets of excellent type complete with siphon and centrifuge box, with a capacity of at least 10 liters according to the approved sample and according to the technical rules and instructions of the supervising engineer.	1	No		توريد وتركيب مراحيض شرقية من النوع الممتاز كاملة مجاميعه مع السيفون وصندوق الطرد، بسعة 10 لتر على الأقل و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6. 10
6.11	Supplying and installing an excellent steel wash basin, including mixer and siphon, and everything needed to complete the work as required, according to the approved sample, in accordance with the technical	1	No		توريد وتركيب حوض غسل أواني من نوع سئيل ممتاز، شاملاً الخلاط والسيفون، وكل مايلزم لنهـ العمل بالشكل المطلوب، وذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.11

	specifications and the instructions of the supervising engineer.					
6.12	Supply and installation of an excellent type water tap of brass made of chromium plated copper for bathroom, according to the approved sample and according to the technical rules and instructions of the supervising engineer	4	No		توريد وتركيب شطافة من نوع ممتاز مصنوعة من النحاس المطلي بمادة الكروم، لزوم العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.12
7	<b>Electrical works</b>				<b>الاعمال الكهربائية</b>	7
7.1	Supply and install copper electrical wires section 2.5mm2 insulated PVC PV 750 volts according to international specifications with the removal of old and assembled on site, accordance with technical specifications and instructions of the supervising engineer.	450	Lin.m		توريد و مد أسلاك كهربائية نحاسية مقطعه 2.5 مم شعيرية مرنة معزولة بمادة بي.في.سي 750 فولت حسب المواصفات العالمية و المد بواسطة مواسير بي.في.سي مدفونة داخل الحوائط و ذلك طبقاً للأصول الفنية و تعليمات المهندس المشرف .	7.1
7.2	Supply and install copper electrical wires section 4mm2 insulated PVC PV 750 volts according to international specifications with the removal of old and assembled on site, accordance with technical specifications and instructions of the supervising engineer.	690	Lin.m		توريد و مد أسلاك كهربائية نحاسية مقطعه 4 مم شعيرية مرنة معزولة بمادة بي.في.سي 750 فولت حسب المواصفات العالمية و المد بواسطة مواسير بي.في.سي مدفونة داخل الحوائط و ذلك طبقاً للأصول الفنية و تعليمات المهندس المشرف .	7.2
7.3	Supply and installation of LED lighting fixture (60 * 60 cm) of original European quality, according to the approved sample, and installed on the suspended ceiling according to the technical specifications and instructions of the supervising engineer.	27	No		توريد و تركيب قاعدة إنارة (60*60 سم ) LED من نوعية أوروبية أصلية وذلك حسب العينة النعمتة و تركيب على السقف المعلق طبقاً للأصول الفنية و تعليمات المهندس المشرف .	7.3
7.4	Supply and installation of original single internal switch first grade 16 amp to control the lighting units and the price including the installation of a power box P.V.C first class and everything necessary to work .	10	No		توريد و تركيب مفتاح كهرباء داخلي فردي أصلي درجة أولى 16 أمبير لتحكم في وحدات الأنارة و السعر شامل تركيب علبة كهرباء P.V.C درجة أولى و كل ما يلزم لنهو العمل .	7.4



7.5	Supply and installation of double electrical socket outlet first class 16 amp including land Price including installation of a power box P.V.C first class and everything necessary to work .	18	No			توريد وتركيب مخرج كهربائي زوجي أصلي درجة أولى 16 أمبير شاملاً الأراضي السعر شامل تركيب علية كهرباء P.V.C درجة أولى و كل ما يلزم لنهـو العمل .	7.5
7.6	Supply and installation of a lighting circuit with a single switch including the extension of individual copper wires flexible insulated PVC PVC inside strong plastic pipes and buried inside the walls for three exits according to the technical principles and instructions of the supervising engineer .	4	No			توريد وتركيب دائرة إنارة مع مفتاح فردي شاملاً مد الأسلاك الفردية نحاسية مرنة معزولة بال بي.في.سي داخل مواسير بلاستيكية قوية ومدفونة داخل الحوائط وذلك لثلاث مخارج طبقاً للأصول الفنية وتعليمات المهندس المشرف	7.6
7.7	Supply and installation of external wall lighting lantern first class of certified sample with LED 40 WATT and the price including everything necessary to complete the work in accordance with technical specifications and instructions of the supervising engineer	12	No			توريد و تركيب فانوس أضواء حائطي خارجي درجة أولى من عينة معتمدة ليد 40 وات و السعر شامل التوصيلات وكل ما يلزم لنهـو العمل طبقاً للأصول الفنية و تعليمات المهندس المشرف .	7.7
7.8	Supply and installation of ventilation fans 60 * 60 cm with excellent and approved quality. The item includes all connections and the operating switch according to the technical specifications and instructions of the supervising engineer.	5	No			توريد و تركيب شفاط هواء مقاس 60 * 60 سم من نوعية ممتازة و معتمدة و البند يشمل جميع التوصيلات و المفتاح التشغيل و كل ما يلزم لنهـو العمل طبقاً للأصول الفنية و تعليمات المهندس المشرف .	7.8

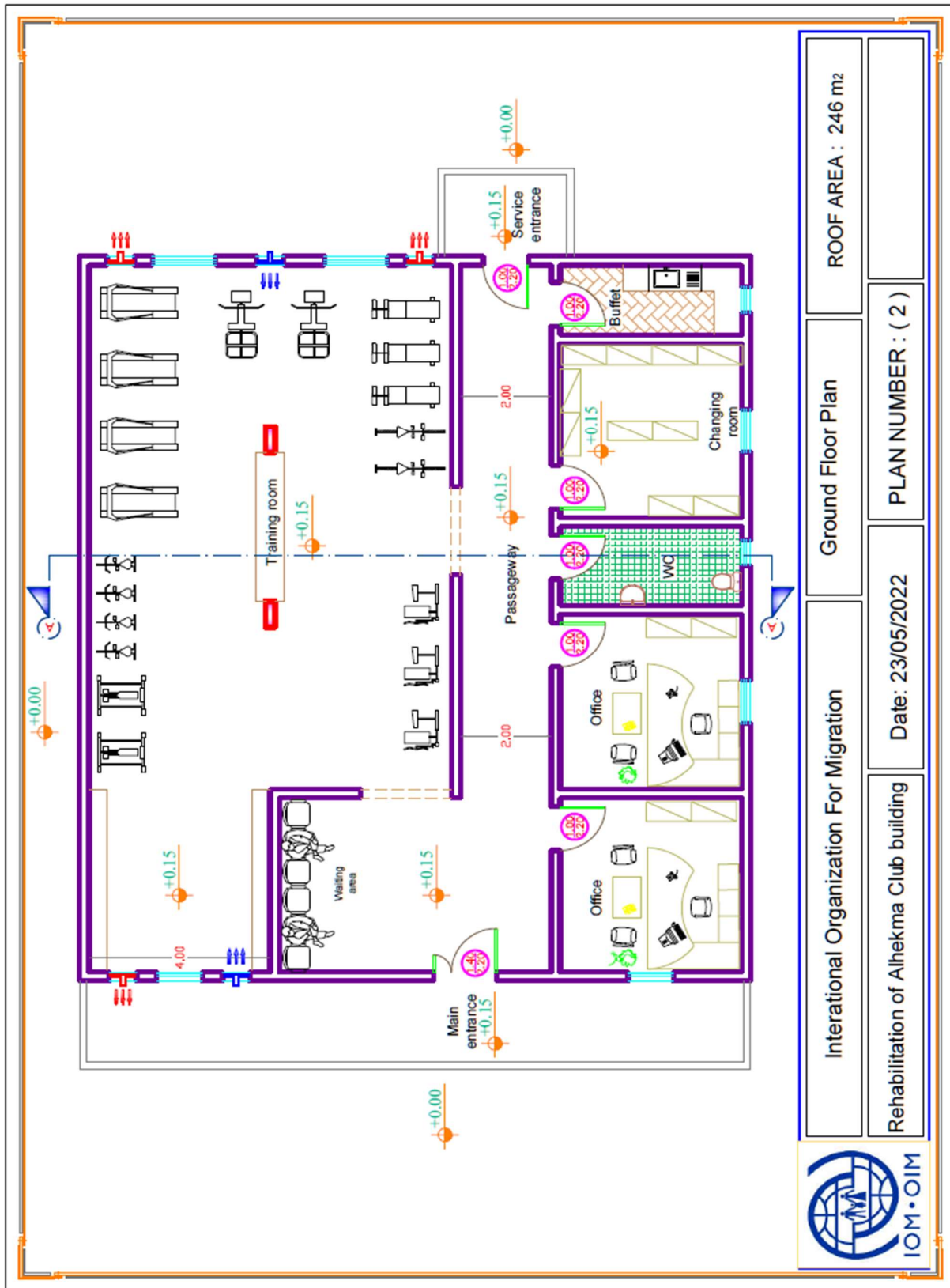
7.9	Supply and installation of main wall distribution board with differential switch four poles 100 amp and price including brakers to feed lighting, and sockets .	1	No		توريد و تركيب لوحة توزيع كهرباء رئيسية حائطية للتغذية مع مفتاح رئيسي تفاضلي أربعة أقطاب 100 أمبير و السعر شامل الفواصل لتغذية الإنارة و البرايز .	7.9
<b>TOTAL Materials - Labor and Delivery</b>					<b>القيمة الاجمالية</b>	
<b>Mandatory site Visit is required to qualify for the Tender Process – 18-Aug-2022</b>						
<b>NOTES/(In Arabic)</b>						
1	ALL THE CONSTRUCTION MATERIALS SHOULD BE BRAND NEW AND TESTED ACCORDING TO CONSTRUCTION WORKS SPECIFICATIONS BY TSE AND INSTRUCTION OF SITE ENGINEER.	جميع مواد الانشاء والصيانة يجب ان تكون جديدة ومعتمدة من المهندس المشرف				
2	IN CASE OF ANY DIFFERENCE BETWEEN BoQ AND DESIGNS, THE INSTRUCTION OF SUPERVISOR ENGINEER WILL PREVAIL.	في حالة وجود أي اختلاف بين جداول الكميات والتصاميم ، سيتم تطبيق تعليمات المهندس المشرف.				



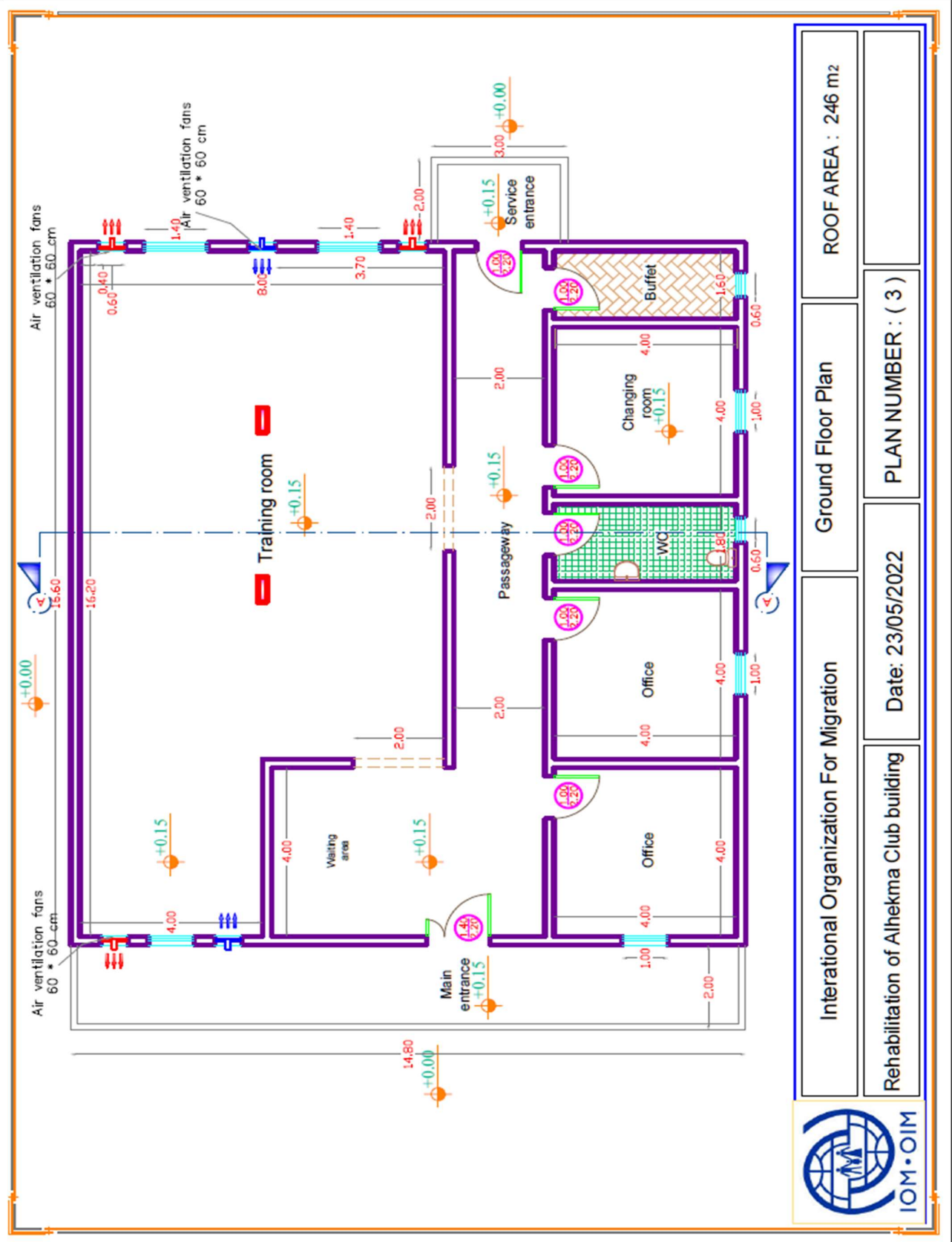
## Work DRAWINGS:

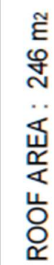


	Interational Organization For Migration		Proposal location	ROOF AREA : 246 m2
	Rehabilitation of Alhekma Club building		Date: 23/05/2022	PLAN NUMBER : ( 1 )
				









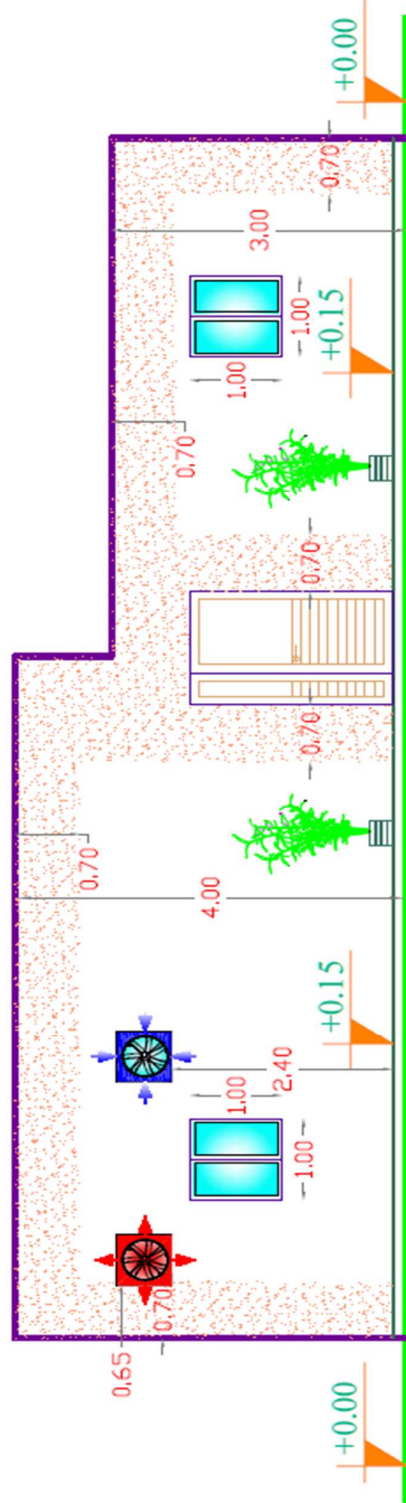
## Ground Floor Plan

## International Organization For Migration

Rehabilitation of Alhekma Club building

Date: 23/05/2022

PLAN NUMBER: ( 4 )



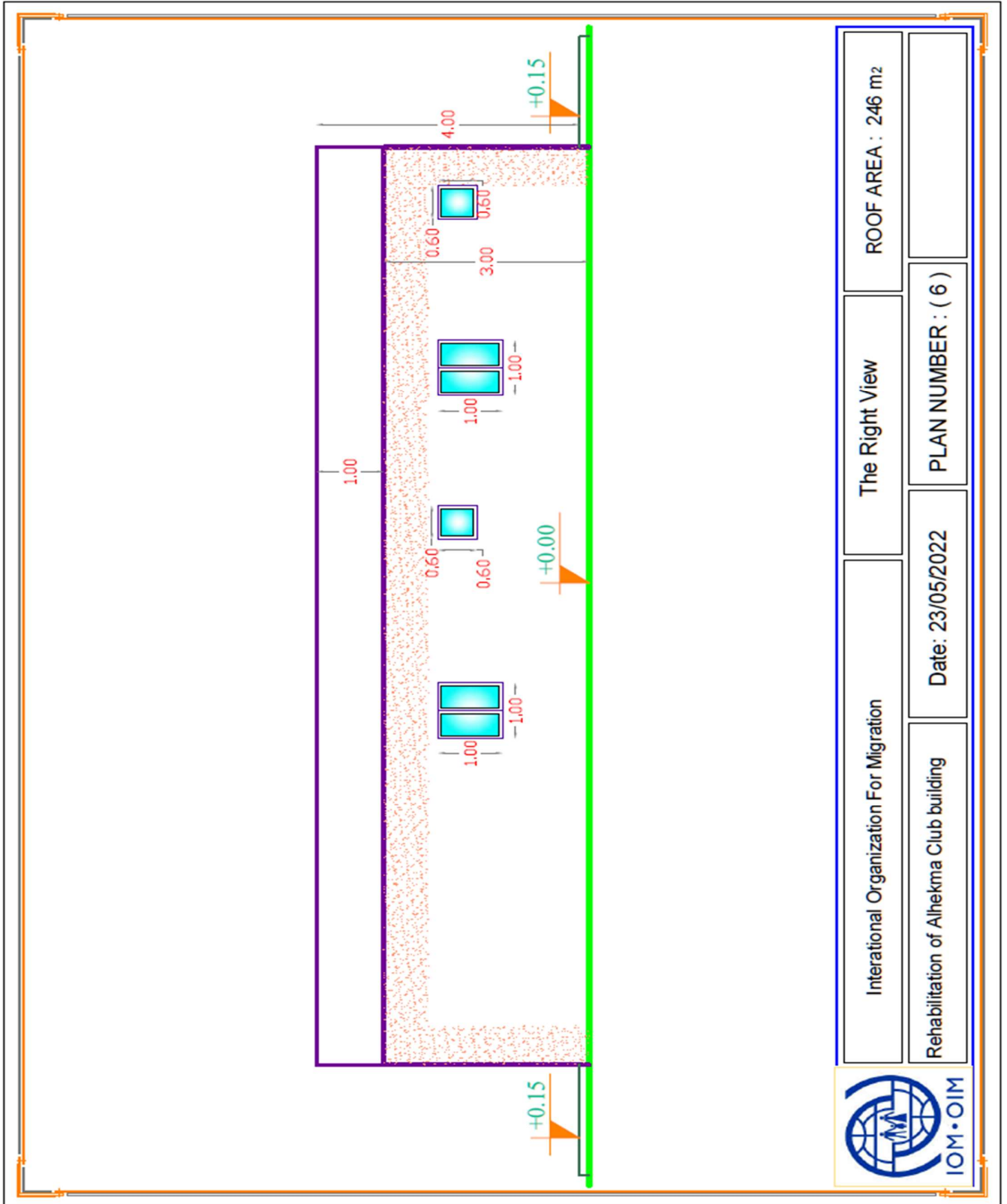
## The Front View

ROOF AREA : 246 m<sup>2</sup>

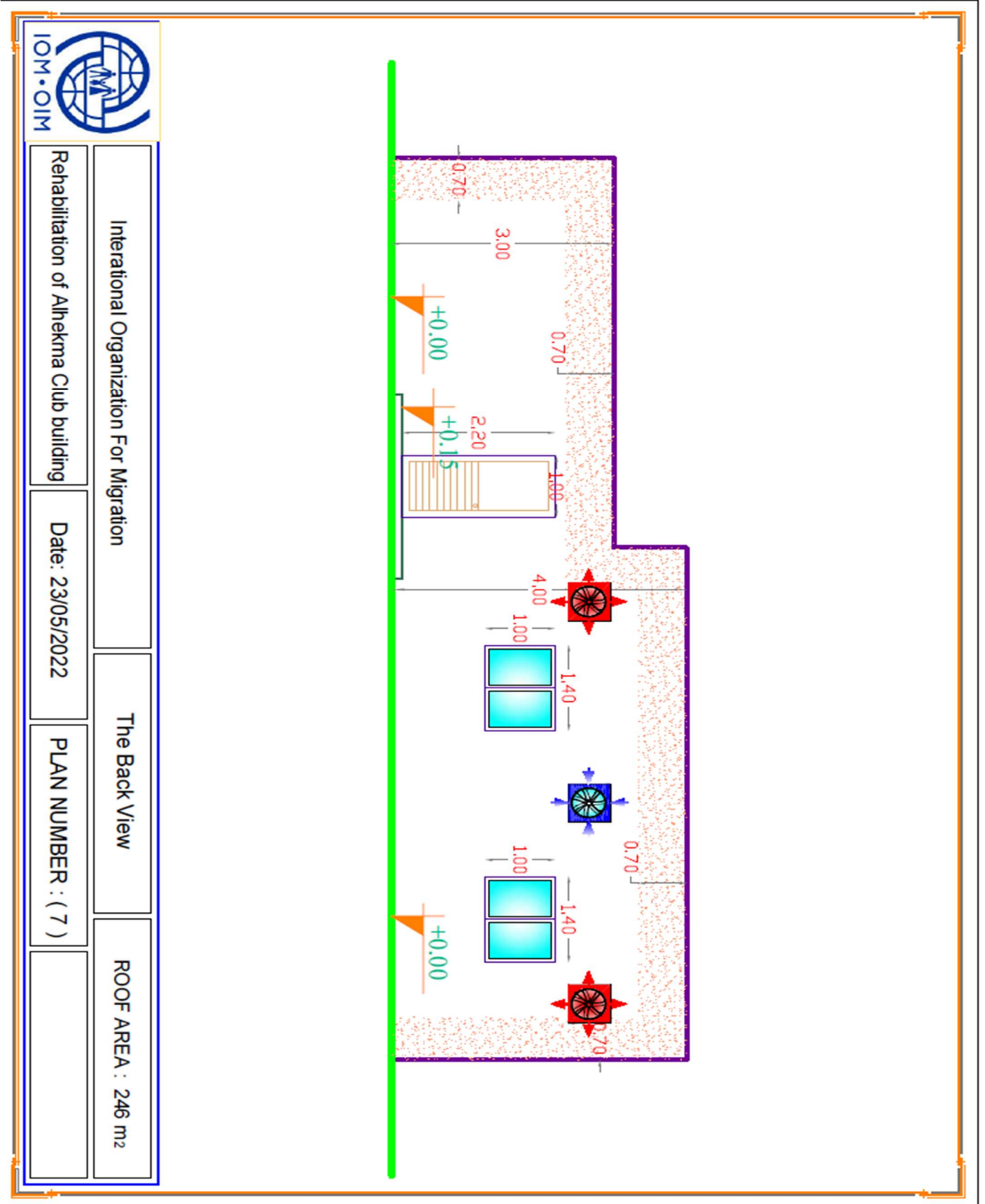
Date: 23/05/2022

PLAN NUMBER : ( 5 )

Rehabilitation of Alhekma Club building









## Delivery Requirements

Delivery Requirements	
<b>Delivery date and time</b>	Bidder shall deliver the goods ASAP After Contract signature.
<b>Delivery Terms (INCOTERMS 2020)</b>	At Delivered Place
<b>Customs clearance (must be linked to INCOTERM)</b>	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organisation <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
<b>Exact Address(es) of Delivery Location(s)</b>	Al-Hekma Sports Club in Qatrun City Centre
<b>Distribution of shipping documents (if using freight forwarder)</b>	NA
<b>Packing Requirements</b>	NA
<b>Training on Operations and Maintenance</b>	NA
<b>Warranty Period</b>	Warranty is required
<b>After-sales service and local service support requirements</b>	NA
<b>Preferred Mode of Transport</b>	NA
<b>Other information</b>	NA



## ANNEX 2: QUOTATION SUBMISSION FORM

*Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

Name of Bidder:		
RFQ reference:	LY22-283	Date:

## VENDOR INFORMATION SHEET

		<b>Vendor No.</b> _____ Internal to IOM
<b>Registered Vendor Name*:</b> _____		
<b>Other Names/Acronyms</b>		
<b>Address*</b>		
House No Street Name ZIP/Postal Code* City* Region* Country*		
<b>Contact Information</b>		
Company Tel/Mobile: _____ Company Email: _____ Company Website: _____	Contact Person: _____ Contact Person Position: _____	
<b>Industry Category*:</b>		
0100 - Commercial Vendors 0200 - National CSOs 0300 - National Government Entities 0400 - International CSOs	0500 - International Organizations - Non-UN 0600 - UN entities 0005 - Individual Consultant/Non-Staff	
<b>Business Type*:</b>		
Direct Producer/Manufacturing Reseller/Distributor/Service Provider		
<b>Provide Services/Goods Internationally*</b>		
Yes                      No		
<b>Disability-inclusive*</b>		
Yes                      Not applicable		
<b>Women-owned/controlled*</b>		
At least 51% women-owned/controlled Less than 51% women-owned/controlled Not applicable		
<b>Product Categories (check all applicable)*</b>		
Agriculture, Livestock and Fisheries Chemicals Clothing and Luggage Construction Consultancy and Contracted Services Finance and Administration Food and Beverage	Fuels and Derivatives Furniture Hospitality, Events Insurances IT and Communications Land and Buildings Learning, Training and Recreation	Legal and Investigation Logistics and Warehousing Media and Printing Medical, Drugs and Pharma NFIs – Household and Camps Office Equipment and Supply Personal Care
Power Supply and Electric Quality Control and Environment Security Social and Humanitarian Services Tickets Tools and Machinery Vehicles and Accessories		
<b>UNGM No.</b> _____		
<b>UN Partner Portal Reference</b> _____		
<b>Registration Date</b> _____		
<a href="https://www.ungm.org/UNUser/Home">https://www.ungm.org/UNUser/Home</a> <a href="https://www.unpartnerportal.org">https://www.unpartnerportal.org</a> Main Country of Operations (dd-mmm-yyyy)		
<b>Licensing Auth./Type</b> _____ <b>License No.:</b> _____ <b>Reg. Date:</b> _____ <b>Expiry Date:</b> _____ For additional licenses, please use the Other Information Section		
<b>Partner Entities</b> (indicate if there are other relevant business partner accounts already registered in IOM. Format: Account Number-Name )		
Same entity registered in another office Parent company Subsidiaries/Branches		
<b>Other Information:</b>		

<sup>1</sup> [Vendor Information Sheet.xlsx](#)

## VENDOR INFORMATION SHEET

### Section II: Payment and Banking Information

#### Payment Details

Payment Method\*      Bank Transfer      Check\*\*      Cash\*\*      Others\*\*

Justification for Non-Bank Payment Method\*\*

#### Notes

Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.  
Non-bank payment methods require justification.

#### Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name  
Bldg and Street  
City  
Postal Code  
Country  
Bank Account Name  
Bank Keys  
Account Currency  
Bank Account No.

\*Depending on the country

Swift Code/BIC (accounts outside U.S.A.)  
IBAN Number (mandatory for banks in Europe)  
Clearing No. (CHF accounts in Switzerland)  
ABA No. for ACH (USD accounts in U.S.A.)  
Bank Branch Code

#### Notes

If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

***If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM***

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Date

### BIDDER'S DECLARATION OF CONFORMITY<sup>2</sup>

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.

<sup>2</sup> This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <a href="https://www.ungm.org/Public/CodeOfConduct">https://www.ungm.org/Public/CodeOfConduct</a> .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
<input type="checkbox"/>	<input type="checkbox"/>	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: \_\_\_\_\_

Name:

Title:

Date:

### ANNEX 3: TECHNICAL AND FINANCIAL OFFER - WORKS

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	LY22-283	Date:

#### Technical Offer

##### Mandatory to Provide the following:

- a brief description of your qualification and capacity that is relevant to the Scope of Works;
- a brief method statement and implementation plan;
- team composition and CVs of key personnel

#### Financial Offer

Description of Works	UOM	Qty	Unit Price	Total Price
Total				

#### Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	Please provide delivery time
Validity of Quotation	<input type="checkbox"/>	<input type="checkbox"/>	Please indicate Validity of Quotation
Payment terms	<input type="checkbox"/>	<input type="checkbox"/>	
Other requirements [pls. specify]	<input type="checkbox"/>	<input type="checkbox"/>	

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
Exact name and address of company Company Name Address: Phone No.: Email Address:	Authorized Signature: Date: Name: Functional Title of Authorised Signatory: Email Address:

## UN SUPPLIER CODE OF CONDUCT

**United Nations Charter:** The values enshrined in the United Nations (UN) Charter, *respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women*, serve as overarching values to which suppliers of goods and services to the UN<sup>1</sup> are expected to adhere.

<sup>1</sup> In this Code of Conduct, “UN” shall refer to the UN Secretariat, Programmes and Funds of the UN, Specialised Agencies of the UN and all other entities belonging to the UN system, that have adopted this Code of Conduct through the High Level Committee on Management - Procurement Network.

<sup>2</sup> The full texts of the ILO Conventions and Recommendations can be accessed at: <http://www.ilo.org/global/standards/lang--en/index.htm>

**Global Compact:** The Global Compact is a voluntary international corporate citizenship network initiated to support the participation of both the private sector and other social actors to advance responsible corporate citizenship and universal social and environmental principles to meet the challenges of globalization. The UN strongly encourages all suppliers to actively participate in the Global Compact. And to that end, this Code of Conduct has been developed with recognition of the importance of the ten principles of the UN Global Compact, and is viewed as an important means of integrating the Compact's principles into the operations of the UN. The Code of Conduct addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption and interpretation of the Code should be undertaken in a manner consistent with the Global Compact. Suppliers interested in supporting the Global Compact and obtaining more information on the ten principles, can visit the Global Compact website at [www.unglobalcompact.org](http://www.unglobalcompact.org).

**International Labour Conventions and Recommendations:** The International Labour Standards (i.e., Conventions and Recommendations) as established by the tripartite UN specialized agency, the International Labour Organization (ILO), have served as the foundation on which much of this Code of Conduct is based. It is the UN's expectation that any supplier providing products or services to the UN will, in addition to the values of the UN Charter, adhere to the principles concerning International Labour Standards summarized below in paragraphs 4 – 9.2

### 1. Scope of Application:

The provisions of this Code of Conduct set forth the UN's expectations for all suppliers that are registered with the UN or with whom it does business. The UN expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. The UN expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. In order for a supplier to be registered as a UN supplier or to do business with the UN, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of UN Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by the UN pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in the UN. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within the UN with which they would like to do business in order to ascertain their current and future eligibility.

### 2. Continuous Improvement:

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to the UN. The UN expects suppliers to strive to exceed both international and industry best practices. The UN also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. The UN recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.



### 3. Management, Monitoring and Evaluation:

It is the expectation of the UN that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. The UN expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. Supplier participants in the Global Compact are strongly encouraged to operationalize its principles and to communicate their progress annually to stakeholders.

### Labour:

**4. Freedom of Association and Collective Bargaining:** The UN expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.<sup>3</sup>

**5. Forced or Compulsory Labour:** The UN expects its suppliers to prohibit forced or compulsory labour in all its forms.<sup>4</sup>

**6. Child Labour:** The UN expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

**7. Discrimination:** The UN expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.<sup>6</sup> The UN expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.

**8. Wages, Working Hours and Other Conditions of Work:** The UN expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.<sup>7</sup>

<sup>3</sup>These principles are set out in the ILO fundamental Conventions, No. 87, *Freedom of Association and Protection of the Right to Organise*, 1948 and No. 98, *Right to Organise and Collective Bargaining*, 1949.

<sup>4</sup>This principle is set out in the ILO fundamental conventions, No. 29, *Forced Labour*, 1930, its *Protocol of 2014* and No. 105, *Abolition of Forced Labour*, 1957.

<sup>5</sup>These principles are set out in the ILO fundamental Conventions, No. 138, *Minimum Age*, 1973 and No. 182, *Worst Forms of Child Labour*, 1999 and in the UN Convention on the Rights of the Child.

<sup>6</sup>These principles are set out in the ILO fundamental Conventions, No. 100, *Equal Remuneration*, 1951 and No. 111, *Discrimination (Employment and Occupation)*, 1958.

<sup>7</sup>These principles are set out in ILO Conventions No. 95, *Protection of Wages*, 1949 and No. 94, *Labour Clauses (Public Contracts)*, 1949 and in a number of Conventions addressing working time (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/working-time/lang-en/index.htm>).

**9. Health and Safety:** The UN expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.<sup>8</sup>

#### **Human Rights:**

**10. Human Rights:** The UN expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.<sup>9</sup>

**11. Harassment, Harsh or Inhumane Treatment:** The UN expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. The UN further expects that its suppliers, their parent, subsidiary and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Sexual exploitation and abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for the UN. Prior to entering into agreements with the UN, suppliers are informed of the standards of conduct with respect to the prohibition of sexual exploitation and abuse, expected by the UN. Such standards include, but are not limited to, the prohibition of: (1) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent, (2) exchanging any money, employment, goods, services, or other things of value, for sex, and/or (3) engaging in any sexual activity that is exploitive or degrading to any person. The UN expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse. The UN also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. United Nations contracts will contain provisions concerning a supplier's obligation to take appropriate measures to prevent sexual exploitation and abuse. The failure by a supplier to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or abuse has occurred, constitute grounds for termination of any agreement with the United Nations. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The UN expects its suppliers not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**13. Environmental:** The UN expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

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<sup>8</sup> These principles are set out in the ILO Conventions, Recommendations and Codes of Practice (see: <http://www.ilo.org/global/standards/subjects-covered-by-international-labour-standards/occupational-safety-and-health/lang--en/index.htm>).

<sup>9</sup> These principles are derived from Universal Declaration of Human Rights (UDHR) and are set out in the United Nations Global Compact (see [http://www.unglobalcompact.org/Issues/human\\_rights/index.html](http://www.unglobalcompact.org/Issues/human_rights/index.html))

**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Ethical conduct:**

**18. Corruption:** The UN expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Conflict of Interest:** UN suppliers are expected to disclose to the UN any situation that may appear as a conflict of interest, and disclose to the UN if any UN official or professional under contract with the UN may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**20. Gifts and Hospitality:** The UN has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. The UN will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. The UN expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a UN staff member in order to facilitate the suppliers’ business with the UN.

**21. Post employment restrictions:** Post-employment restrictions may apply to UN staff in service and former UN staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. UN suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

**Contacts:**

Any questions related to this Code of Conduct can be addressed to the High Level Committee on Management - Procurement Network (HLCM-PN) at email: [hlcmpn.secretariat@one.un.org](mailto:hlcmpn.secretariat@one.un.org).

**CONSTRUCTION AGREEMENT**  
**between the**  
**International Organization for Migration**  
**and**

**[Name of the Contractor]**

This Construction Agreement is entered into between the **International Organization for Migration**, an organization part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.] (hereinafter referred to as “**IOM**”), and [name of company], of [address], in [country], represented by [Name, Title of the representative of the Contractor], (hereinafter referred to as the “**Contractor**”). IOM and the Contractor are also referred to individually as a “**Party**” and collectively as the “**Parties.**”

**1. Introduction and Integral Documents**

- 1.1 IOM intends to engage the services of [company's name] for the construction of [name of project and project code/ WBS Element] located at [address] (the “**Works**”). The Works are what this Agreement requires the Contractor to construct, install and turn over to IOM, as defined in the plans, specifications and Bill of Quantities or “BoQ”).
- 1.2 The following documents form part of this Agreement and are attached as Annexes: [add/delete as necessary]
  - (a) **Annex A** - Detailed Instruction to Bidders dated [insert date], with annexed Scope of Work, Technical Specifications, Drawings, and General Conditions of Tender;
  - (b) **Annex B** - Bid Form including Contractor's firm and final proposal/bid dated [insert date], with detailed BoQ and unit cost;
  - (c) **Annex C** - Approved Work Schedule;
  - (d) **Annex D** - Accepted Notice of Award (“NoA”); and
  - (e) **Annex E** - Payment Schedule.
- 1.3 Any other Project documentation, agreed and signed by both Parties during the implementation of this Agreement, shall form part of this Agreement.
- 1.4 All correspondence, instructions, notes and other communications relating in any way to the performance of this Agreement will be in the English language. The English language version of the Agreement will at all times be the version of the Agreement which binds the Parties. Translations of the Agreement into languages other than English may be prepared for working purposes but will have no legally binding effect on the Parties.
- 1.5 If either Party finds any discrepancy or ambiguity in this Agreement, that Party must notify the other Party in writing. The Parties agree to consult with each other to attempt to resolve the discrepancy or ambiguity.
- 1.6 Unless otherwise advised by IOM in writing, all Project reports and other issues arising under this Agreement shall be addressed to IOM's designated Chief of Mission / authorized Agreement signatory.

**2. Scope of Work**

- 2.1 The Contractor shall furnish all the necessary materials, tools and equipment, labor, supervision, and other services, for the satisfactory and timely completion of the Works in accordance with this Agreement.

- 2.2 Only IOM may approve any changes, modifications, deviations, and substitutions, in the Scope of Work in accordance with Article 7 (“**Work Variation**”).
- 2.3 IOM reserves the right to supply any materials, equipment, or resources, and to delete or reduce any work item, whether in whole or in part and update Annexes as necessary and a reduced Contract Price shall be agreed.

### 3. **Contract Price**

- 3.1 The total contract price (the “**Contract Price**”) shall be [currency code] [insert figure] (insert amount of money in words + currency in words) inclusive of all applicable fees, taxes and permits that may be imposed by any Government entity in connection with the execution, completion, and turnover of the Works pursuant to this Agreement.
- 3.2 The Contract Price and unit prices as outlined in Annex B shall be binding and shall not be altered in any event. The Contract Price will be modified only in cases of IOM-approved Work Variations and IOM-supplied materials as outlined in Articles 2.2 and 2.3 of this Agreement and shall be reflected in writing.
- 3.3 The liability of IOM to the Contractor is STRICTLY LIMITED to the Contract Price outlined in Article 3.1, regardless of any increase in wage or labor cost or fluctuation in the cost of materials and equipment, occurring at any time. The Contractor shall be liable for its under-estimation of the requirements of this Agreement, inflation or currency devaluation, if any.

### 4. **Manner of Payment**

- 4.1 Payments for the Works will be done in installments in accordance with the Payment Schedule in Annex E in [currency] ([currency code]) to the following bank account:

[insert the Service Provider’s bank account details]

- 4.2 The Contractor’s Progress Claims shall be submitted to and certified by IOM’s appointed Project Manager who will verify the value of the work done with regard to the value of the quantities of items completed in the Bill of Quantities. The Contractor shall submit all Progress Claims with the following attachments:
  - (a) Updated Financial Statement of the Project;
  - (b) Statement of Completed Works;
  - (c) Progress Photos; and
  - (d) Contractor's Sales Invoice.
- 4.3 Within 7 (seven) calendar days of Contractor’s submission of the Progress Claims and Statement of Completed Works and all required attachments to the Project Manager, the Project Manager shall evaluate the said Progress Claim(s). Evaluated and approved Progress Claims shall be due and payable within 10 (ten) working days from date of approval of Progress Claim. During this period of evaluation and processing of payments, the Contractor shall continue progress of the work in accordance with the Approved Work Schedule.
- 4.4 Any progress payment/s made by IOM does not imply nor signify acceptance of any portion of the accomplished work and does not waive IOM’s right to enforce the Contractor's warranty as provided in Article 14.2 of this Agreement, nor to enforce penalties for delay.
- 4.5 The Contractor can only submit the final Progress Claim as per the Payment Schedule when the Contractor has satisfactorily completed and submitted:
  - (a) All works, including Work Variation Orders, as stipulated in the annexed documents;
  - (b) Rectification of all reported non-conforming works;
  - (c) Completed demobilization and clean-up of site;
  - (d) Applicable materials and work test certificate/s;

- (e) Approval duly signed by the Project Manager and by the Contractor's authorized representative that the Work is completed in accordance with drawings and specifications and in compliance with applicable laws, rules and regulations of the local and/or national government of the location where the Project is to be implemented.
- 4.6 A Certificate of Provisional Acceptance of completed Works shall be issued by IOM when each of the requirements under Article 4.5 have been fulfilled to its satisfaction.
- 4.7 A Certificate of Provisional Acceptance of terminated Works shall be issued by IOM if IOM terminates the contract in accordance with Article 26. This Certificate will indicate the Completion Rate as per Article 6.2 and the Contractor shall remain responsible for the rectification of non-conforming or defective portions of the Works in accordance with Article 14.2.
- 4.8 A Certificate of Final Acceptance shall be issued by IOM 3 (three) months after the date a Certificate of Provisional Acceptance of the completed or terminated Works is issued provided that any works required during the warranty period have been completed to its satisfaction.

## 5. Completion Period

- 5.1 The Contractor shall mobilize all necessary and appropriate resources and coordinate all work activities with IOM to ensure commencement of the Works on [date] and completion and turn-over of the Works to IOM by [date] ("Completion Date").
- 5.2 Where the Contractor is unable to complete the Works by the date specified in Article 5.1, the Contractor may request a time extension in writing explaining the reasons for the delay.
- 5.3 IOM shall not approve requests for time extension for reasons such as but not limited to:
  - (a) Project location, conditions and restrictions identified during time of tender and award of the Agreement;
  - (b) Normal weather and climatic conditions prevailing at the site location;
  - (c) Logistics, implementation, coordination problems and other reasons within the control of the Contractor;
  - (d) Financial, operational and labor difficulties of the Contractor or any of its sub-Contractor/s or supplier/s;
  - (e) Any required rectification of non-conforming work items; and
  - (f) Nature and condition of terrain.
- 5.4 IOM may revise the Completion Date as stated in Article 5.1 in response to the Contractor's request for time extension caused by any of the following:
  - (a) Force Majeure as described in Article 16;
  - (b) Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
  - (c) IOM's failure to make timely payments for the Works completed to IOM's satisfaction;

Provided, the requested extension shall not exceed the duration of the work stoppage or delay caused by the foregoing.

- 5.5 If the Works are not completed by the Completion Date specified in Article 5.1 the Contractor shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one per cent) of the total Contract Price for each day of delay until the whole Works are completed and accepted by IOM according to Article 4.6. IOM may, at its discretion, grant a conditional time extension whereby the Works are not considered to be in delay during the time extended, but in case of non-completion within the extended period, the calculation of liquidated damages for delay outlined herein shall be from the original completion date before extension. If the Agreement is terminated by either Party after the Completion Date due to non-completion of the Works, the Contractor shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one per cent) of the total Contract Price for each day from the Completion Date to the notice date of termination.

## 6. Work Schedule

- 6.1 Within the timeframe specified in the NoA and no later than the date of signature of this Agreement, the Contractor shall submit to IOM a work schedule (the “**Work Schedule**”) showing the order and timing for all the activities in the Works.
- 6.2 The Contractor shall keep and update a daily logbook on all progress and matters relating to the Works in accordance with industry standards. The logbook shall be inspected and verified for accuracy, daily or at an interval designated by IOM, by a designated IOM staff or its authorized representatives. The logbook shall be the authoritative source of information for determining the extent of the Works completed (the “**Completion Rate**”). In case the Contractor fails to update the logbook properly with the required verification, IOM shall have the right to solely determine the Completion Rate which cannot be challenged by the Contractor.
- 6.3 The Contractor shall submit an updated Work Schedule as and when requested by IOM or its Project Manager.
- 6.4 The Contractor shall notify IOM through its Project Manager of any proposed change in the Work Schedule. Any change shall be subject to prior written approval by IOM. The Contractor shall also submit to the Project Manager for approval a revised schedule within 7 (seven) calendar days from the date of proposing the change.
- 6.5 If at any time IOM deems that Contractor’s actual progress is inadequate to meet the requirements of this Agreement, IOM may notify the Contractor to take such steps as may be necessary to improve its progress. If after a reasonable period, as determined by IOM, the Contractor still does not improve its performance, IOM may require an increase in Contractor’s labour force, the number of shifts, workdays per week, overtime hours, amount of equipment, or require expedited shipment of equipment and materials, all at the Contractor’s cost and without additional cost to IOM.
- 6.6 If at any time the Contractor’s labour force is inactive due to unpaid wages, the Contractor shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day of work stoppage until the entire labour force resumes work on the Project. This penalty shall be applied independently of any other sanction or penalty allowed for in this Agreement.

## 7. Work Variation

- 7.1 At any time during the implementation and execution of this Project, IOM reserves the right to request any alteration in any aspect of the work, as deemed necessary or appropriate by IOM in the best interest of the Project.
- 7.2 Alterations and/or modifications, whether additive or deductive, shall be conveyed to the Contractor in the form of a work variation order (the “**Work Variation Order**”) duly approved and signed by IOM or its authorized representative. The Contractor shall immediately implement any Work Variation Order issued by IOM.
- 7.3 All variations shall be included in an updated Work Schedule.
- 7.4 If any work in the Work Variation Order corresponds with an item description in the BoQ, the rate in the BoQ shall be used to calculate the value of the variation. In other cases, the cost of such Work Variation Order shall be evaluated and compensated as agreed between the Parties. IOM may request the Contractor to provide a quotation for the cost of the variation.



**8. Bank Guarantee for Advance Payment (If applicable)**

- 8.1 The Contractor shall, within the timeframe specified in the NoA and no later than the date of signature of this Agreement, furnish IOM with an unconditional bank guarantee in the amount equivalent to [percentage] of the Contract Price (the “**Bank Guarantee**”).
- 8.2 The Bank Guarantee shall be in a form and by a bank acceptable to IOM in an amount and currency equal to the advance payment.
- 8.3 The amount of the Bank Guarantee shall not be construed as the limit of the Contractor’s liability to IOM in any event.
- 8.4 The Bank Guarantee shall be effective from the date of the release of cash advance as per Article 4.1 of this Agreement until the date of the provisional acceptance as per Articles 4.6 or 4.7.

**9. Performance Security (NOT APPLICABLE)**

- 9.1 The Contractor shall, within the timeframe specified in the NoA, furnish IOM with a performance bond in the amount equivalent to 10% (ten percent) of the Contract Price, to be issued by a reputable bank or surety company in a form acceptable to IOM (the “**Performance Bond**”).
- 9.2 The Performance Bond shall serve as the guarantee for the Contractor’s faithful performance and compliance with the terms and conditions of this Agreement.
- 9.3 The amount of the Performance Bond shall not be construed as the limit of the Contractor’s liability to IOM in any event.
- 9.4 The Performance Bond shall be effective from the date of commencement of the Works until the date of Provisional Acceptance as per Articles 4.6 or 4.7.

**10. Retention**

- 10.1 Upon issuance of the Certificate of Provisional Acceptance for completed Works as per Article 4.6, an amount equivalent to 5% (five per cent) of the Contract Price shall be retained by IOM to be used for repairs or reconstruction of defective works due to poor workmanship and/or inferior quality of material used which are discovered within a period of 3 (three) months from the date of Provisional Acceptance.
- 10.2 In case a Certificate of Provisional Acceptance for terminated Works has been issued as per Article 4.7, an amount equivalent to 5% (five per cent) of the Contract Price corresponding to the Completion Rate as per Article 6.2 shall be retained by IOM to use for repairs and reconstruction of defective works due to poor workmanship and/or inferior quality of material used for which the Contractor was responsible under this Agreement which are discovered within a period of 3 (three) months from the date of Provisional Acceptance.
- 10.3 The Contractor may, from the date of Provisional Acceptance and until the expiration of Retention period, request IOM to release the amount retained as per Article 10.1 or Article 10.2 by submitting an unconditional bank guarantee. Such bank guarantee shall be in a form and by a bank acceptable to IOM and in an amount and currency equal to the amount retained and effective until the expiration of Retention period.

**11. Contractor’s Responsibility**

- 11.1 All government permits and licenses required for the execution of the Works under this Agreement shall be obtained prior to the commencement of the Works and paid for by the Contractor.
- 11.2 The Contractor shall comply with local and national building regulations imposed by appropriate government agencies, and shall keep IOM indemnified against all fines, penalties and losses incurred by reason of any breach of this clause.
- 11.3 The Contractor shall assume full responsibility for the Works under this Agreement until its final acceptance by IOM as per Article 4.8. The Contractor shall have entire control and supervision of the

Works and services herein agreed upon and shall be solely liable for the salaries, wages and other employment benefits of all employees and sub-contractors. Should the Contractor breach this clause, IOM has the right to proceed against the Performance Bond or Bank Guarantee or to use the Retention Amount, without prejudice to demanding direct reimbursement from the Contractor in the event that the amount of the Performance Bond Bank Guarantee or Retention Amount is insufficient.

- 11.4 The Contractor shall be responsible for the safety of all activities on the site and for ensuring that relevant occupational health and safety laws and regulations are followed.
- 11.5 The Contractor shall be solely and fully accountable for ANY claim for losses, liabilities, injuries, or damages arising out of or in connection with the work done or to be performed under this Agreement including but not limited to any accident or injury of any of its employees or sub-contractors during the term of this Agreement , or for any injury to any person or damages or loss of properties arising from the construction or any act or omission of the Contractor or anyone in its employment, or its subcontractors.
- 11.6 The Contractor shall comply with local laws on wages and such other labor laws including all other laws, orders and regulations of any government authority in connection with the Works.
- 11.7 The Contractor shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Contractor or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Contractor of any written claim, loss, or demand for which the Contractor is responsible under this clause.

## **12. Inspection of Works**

- 12.1 IOM reserves the right for itself and its representatives to inspect the Works, while in progress, so as to give IOM the opportunity to reject the whole or any portion thereof, which in the opinion of IOM's representative is defective or substandard.
- 12.2 The Contractor shall allow the Project Manager and other IOM representatives to access to the work site at any time.

## **13. Insurance**

- 13.1 Without limiting the Contractor's liability pursuant to Article 11 (Contractor's Responsibility), the following insurance cover is to be provided and maintained by the Contractor for the entire duration of this Agreement:
  - (a) Third party liability for any one claim or series of claims arising out of any one accident or event;
  - (b) Workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
  - (c) Automobile public liability and property damage insurance; and
  - (d) Cover against loss or damage to the Works and materials during the construction.
- 13.2 The amount of coverage for each type of insurance is to be in line with relevant industry standards and in an amount acceptable to IOM.
- 13.3 Policies and certificates of insurance are to be provided to IOM prior to the commencement of the Works.

## **14. Warranties**

- 14.1 The Contractor represents and warrants that it is financially sound and duly licensed, with the adequate labor/human resources, equipment and tools, competence, expertise and skills necessary to carry out

fully and satisfactorily, within the stipulated completion period, the Works in accordance with this Agreement.

- 14.2 The Contractor guarantees and warrants the performance and completion of the design and construction work to the full and complete satisfaction of IOM. The Contractor remains responsible for the damages caused or identified within 3 (three) months from the date of IOM's Provisional Acceptance of the Works as per Articles 4.6 or 4.7, on account of defects in the construction, or the use of materials of inferior quality furnished by it, or due to any violation of the terms of the Agreement.
- 14.3 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Contractor shall, within 7 (seven) calendar days from IOM's demand, at Contractor's own cost and expense, remedy such portion of the Works done by the Contractor as in the opinion or judgment of IOM is unsound, incorrect or defective or not in accordance with the plans and specifications.
- 14.4 In case of Contractor's default, failure or refusal to carry out such order to remove and replace the unsound, incorrect or defective portion of the Works within 7 (seven) days as required by the previous clause, IOM may terminate this Agreement and/or engage the services of other persons to carry out the same. The Contractor shall bear all expenses arising there from or incidental thereto. IOM may require direct reimbursement for the cost of such action from the Contractor, deduct the expenses from any amount due to the Contractor, or deduct the amount from Performance Bond, the Bank Guarantee or the Retention Amount.
- 14.5 If any defects or imperfections are discovered by IOM and communicated to the Contractor after provisional acceptance but prior to final acceptance of the Works due to defective or improper workmanship and/or inferior quality of the material used, the Contractor shall immediately correct such defects within a period of 5 (five) days of receipt of written notice from IOM. Where the Contractor fails to act within this period, IOM may engage the services of a third party to correct the defect and hold the Contractor liable for the cost of such services. In such circumstances the Contractor shall reimburse IOM the cost of such repair, with interest at 2% (two per cent) per month from the time such expenses were incurred until fully reimbursed. The Performance Bond, Bank Guarantee and Retention, if not yet released at the time the said defects are found, may be used for this purpose.
- 14.6 The Contractor shall perform repair work with the utmost care and diligence to protect existing facilities and prevent damage thereto. In the event that damage to existing facilities is caused by such repairs, the Contractor shall repair such damage at its own expense and to IOM's satisfaction and acceptance.
- 14.7 The Contractor further warrants that:
- (a) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (b) In all circumstances it shall act in the best interests of IOM;
  - (c) No official or employee of IOM or any third party has received from, will be offered by, or will receive from the Contractor any direct or indirect benefit arising from the Agreement or award thereof;
  - (d) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
  - (e) All materials used are new, legally sourced and fit for their particular purpose;
  - (f) No asbestos or any other health hazard materials (lead paints etc.) will be used in the course of the construction;
  - (g) The Contractor, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Contractor shall not accept for its own benefit any trade commission,

discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Contractor shall ensure that any subcontractors, as well as the officers, personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Contractor becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable anti-terrorism legislation. If, during the term of this Agreement, the Contractor determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Contractor shall ensure that this requirement is included in all subcontracts.

14.8 The Contractor warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Contractor shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

14.9 The Contractor further warrants that it shall:

- (a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it

to perform activities under this Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- (b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
  - (c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
  - (d) Ensure that the SEA provisions are included in all subcontracts.
  - (e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

14.10 The above warranties survive the expiration or termination of this Agreement.

## **15. Assignment of Agreement and Subcontracting**

- 15.1 The Contractor shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Contractor without approval in writing by IOM may be cause for termination of the Agreement.
- 15.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Project may be assigned to a subcontractor. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Contractor shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Contractor remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **16. Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if Contractor is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 26 (Termination) shall apply.

**17. Intellectual Property**

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

**18. Independent Contractor**

The Contractor, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Works under this Agreement as an independent contractor and not as an employee or agent of IOM.

**19. Audit**

The Contractor agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Contractor shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years after the date of final payment, for inspection, audit, or reproduction. On request, employees of the Contractor shall be available for interview.

**20. Confidentiality**

20.1 All information which comes into the Contractor's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Contractor shall not communicate such information to any third party without the prior written approval of IOM. The Contractor shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

20.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Contractor and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Contractor and the amount of the contract/project to the extent as required by its Donor or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

## **21. Notices**

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

**International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

**[Full name of the Contractor]**

Attn: [Name of the Contractor's contact person]

[Contractor's address]

Email: [Contractor's email address]

## **22. Dispute Resolution**

- 22.1 Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 22.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 22.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 22.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **23. Use of IOM Name**

The use of the official logo and name of IOM may not be used by the Contractor without the prior written approval of IOM.



#### **24. Status Of IOM**

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

#### **25. No Waiver Clause**

IOM's failure to insist upon a strict performance of any of the terms and conditions of this Agreement shall not be deemed a relinquishment of any right or remedy that IOM may have, nor shall it be construed as a waiver of Contractor's subsequent breach of this Agreement which shall continue to be in full force and effect. No waiver by IOM of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by IOM.

#### **26. Termination of Agreement**

26.1 IOM may, at its option, terminate for convenience any of the work under this Agreement in whole or in part, at any time by 7 (seven) days written notice to Contractor. Such notice shall specify the Completion Rate upon termination as established by Article 6.2 and the effective date of termination. Upon receipt of such notice Contractor shall:

- (a) Immediately discontinue the Works on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities other than as may be required for completion of such portion of the Works that is not terminated;
- (b) Promptly cancel upon terms satisfactory to IOM all purchase orders, subcontracts, rentals, or any other agreement existing for the performance of the terminated work, or assign those agreements as directed by IOM;
- (c) Assist IOM in the maintenance and protection of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by IOM under this Agreement;
- (d) Complete performance of such portion of the Works which are not terminated; and
- (e) Perform other related tasks, which IOM may reasonably instruct, in order to effect the termination of the work.

26.2 Upon termination as per the previous clause, as the sole right and remedy of Contractor, IOM shall pay in accordance with the following:

- (a) The Contract Price corresponding to the Works performed in accordance with this Agreement prior to the date of such notice of termination;
- (b) Costs corresponding to the portion of the Works thereafter performed as specified in such notice of termination, subject to IOM's acceptance of such work;
- (c) Reasonable and documented administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts, as agreed by IOM; and
- (d) Reasonable costs incurred in demobilization and the disposition of residual material and equipment, as agreed by IOM.

The Contractor shall submit within 7 (seven) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. IOM shall review the proposal, and negotiate an equitable adjustment of the Contract Price. Other amounts paid in advance by IOM will be refunded by the Contractor within 7 (seven) days.



- 26.3 IOM may terminate this Agreement or any of the work under this Agreement at any time by immediate written notice to the Contractor, for causes which include but are not limited to:
- (a) The Contractor's violation of the terms and conditions of this Agreement;
  - (b) Contractor's default, failure or refusal to carry out order to remove and replace the unsound, incorrect or defective portion of the Works as per Article 14.5;
  - (c) Non-completion of the Works within the time agreed upon or the expiration of extension agreed upon, or delayed progress of the Works as stated in Article 6 or sub-standard work;
  - (d) Institution of insolvency or receivership proceedings involving the Contractor;
  - (e) If, in the judgment of IOM, the Contractor has engaged in corrupt or fraudulent practices in competing for and/or implementing the Agreement.

The written notice shall specify the Completion Rate as established by Article 6.2 upon termination, the effective date of termination, and any additional tasks that need to be performed including but not limited to those enumerated in Articles 26.1 and 26.2. Such termination shall be without prejudice to IOM's other rights and remedies in this Agreement, in law and in equity. Amounts paid in advance by IOM will be refunded by the Contractor within 7 (seven) days from the date of IOM's request.

- 26.4 Where IOM terminates this Agreement as per Article 26.3 above, all materials, plant, equipment and works financed under this Agreement shall be deemed to be the property of IOM, and the Contractor shall be liable for all the direct replacement cost incurred to IOM for the completion of the Works. The Contractor shall pay IOM the required amount within 30 (thirty) days from receipt of an invoice from IOM. The direct replacement cost shall be the difference between the remaining amount in Contract Price not paid to the Contractor upon termination including the retention amount (after the settlement of all remaining debts and obligations) and the actual cost spent by IOM for completion of the remainder of the Works plus overhead of 10% (ten per cent) for additional administrative efforts of IOM.
- 26.5 Upon any termination, the Contractor shall waive any claims for damages including loss of anticipated profits on account thereof.
- 26.6 IOM may suspend the Agreement at any time, in whole or in part. In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Contractor in writing when the suspension is lifted and may modify the completion date. The Contractor shall not be entitled to claim or receive any Service fee or costs incurred during the period of suspension of this Agreement.

## **27. Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

## **28. Entirety**

This Agreement and its Annexes embody the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

## **29. Special Provisions (Optional)**

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

### **30. Final Clauses**

- 30.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 26.
- 30.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in duplicate in English, on the dates and at the places indicated below.