

INVITATION TO BID (ITB)

For Construction of Administrative Building in BCP Yessayan in Ghat City, Libya

ITB Reference No: PR 4200478790

Country: Libya

Date: 19 June 2023

SECTION 1: LETTER OF INVITATION

International Organization for Migration, hereinafter referred to as IOM, hereby invites prospective bidders to submit a bid in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Bid (ITB).

To enable you to submit a bid, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instructions to Bidders

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements

Section 6: Conditions of Contract and Contract Forms

Section 7: Bidding Forms

- Form A: Bid Confirmation
- Form B: Checklist
- Form C: Bid Submission
- Form D: Bidder Information
- Form E: Joint Venture/Consortium/Association Information
- Form F: Eligibility and Qualification
- Form G: Technical Bid
- Form H: Price Schedule

If you are interested in submitting a bid in response to this ITB, please prepare your bid in accordance with the requirements and procedure as set out in this ITB and submit it by the deadline for submission of bids set out in Section 3: Data Sheet.

Please acknowledge receipt of this ITB by completing and returning the attached Form A: Bid Confirmation by email to iomlibyaproposal@iom.int no later than **28 July 2023**, indicating whether you intend to submit a bid or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this ITB.

We look forward to receiving your bid.

Approved by:

IOM Libya Procurement

SECTION 2: INSTRUCTIONS TO BIDDERS

GENERAL	
1. Scope	<p>Bidders are invited to submit a bid for the goods/services/works specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Bid (ITB). A summary of the scope of the bid is included in Section 3: Data Sheet.</p> <p>Bidders shall adhere to all the requirements of this ITB, including any amendment made in writing by IOM. This ITB is conducted in accordance with Policies and Procedures of IOM.</p>
2. Interpretation of the ITB	<p>Any bid submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of the bid by IOM. IOM is under no obligation to award a contract to any bidder as a result of this ITB.</p>
3. Supplier Code of Conduct	<p>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: Supplier Code of Conduct (ungm.org).</p>
4. Eligible bidders	<p>Bidders shall have the legal capacity to enter into a binding contract with IOM.</p> <p>A bidder, and all parties constituting the bidder, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A bidder shall be deemed to have the nationality of a country if the bidder is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Bidders shall not be eligible to submit a bid if at the time of bid submission:</p> <ul style="list-style-type: none"> is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals; Other sanctions lists, if applicable, as per the discretion of the IOM.
5. Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the bidder.</p>
6. Proprietary information	<p>The ITB documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by IOM are issued solely for the purpose of enabling a bid to be completed and may not be used for any other purpose. The ITB documents and any additional information provided to bidders shall remain the property of IOM. All documents which may</p>

	form part of the bid will become the property of IOM, who will not be required to return them to your firm.
7. Publicity	During the ITB process, a bidder is not permitted to create any publicity in connection with the ITB.
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Bidders may request clarifications on any of the ITB documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM to extend the submission date of the bids, unless IOM deems that such an extension is justified and necessary.</p>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of bid submission, IOM may for any reason, such as in response to a clarification requested by a bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IOM may extend the deadline for submission of the bid to give the bidders reasonable time to incorporate the amendment into their bids.</p>
PREPARATION OF BIDS	
10. Cost of preparation of bid	The bidder shall bear all costs related to the preparation and/or submission of the bid, regardless of whether its bid is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
11. Language	The bid, as well as any and all related correspondence exchanged by the bidder and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
12. Documents comprising the bid	<p>The bid shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the bidder; b) Technical bid c) Price Schedule
13. Documents establishing eligibility and qualifications of the bidder	The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a bidder, its qualifications must be documented to IOM's satisfaction.
14. Technical bid	The bidder is required to submit a technical bid using the form provided in Section 7 and taking into consideration the requirements in the ITB.
15. Price Schedule	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the ITB.</p> <p>The prices and discounts quoted by the bidder shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> • All items and lots (if applicable) must be listed and priced separately.

	<ul style="list-style-type: none"> • The price to be quoted shall be the total price of the bid, excluding any discounts offered. • The bidder shall quote any unconditional discounts and indicate the method for their application. • The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. • Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A bid submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. • If indicated in Section 3: Data Sheet that bids are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Bid currencies	<p>All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where bids are quoted in different currencies, for the purposes of comparison of all bids:</p> <ul style="list-style-type: none"> • IOM will convert the currency quoted in the bid into the IOM preferred currency, in accordance with the prevailing IOM Operational Rate of Exchange on the date of the bid closure; and • In the event that IOM selects a bid for the award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.
17. Duties and taxes	<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 checked="" type="checkbox"/> be exclusive of VAT and other applicable indirect taxes</p>
18. Bid validity period	<p>Bids shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of bids. A bid valid for a shorter period may be rejected by IOM and rendered non-responsive.</p> <p>During the bid validity period, the bidder shall maintain its original bid without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the bid validity period, IOM may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing and shall be considered integral to the bid.</p> <p>If the bidder agrees to extend the validity of its bid, it shall be done without any change to the original bid, but will be required to extend the validity of the bid security, if required, for the period of the extension, and in compliance with Article 19 (Bid Security) in all respects.</p>

	<p>The bidder has the right to refuse to extend the validity of its bid without forfeiting the bid security, if required, in which case, the bid shall not be further evaluated.</p>
19. Bid Security	<p>A bid security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The bid security shall be valid for a minimum of thirty (30) days after the final date of validity of the bid.</p> <p>The bid security shall be included along with the bid. If a bid security is required by the ITB but is not found in the bid, the offer shall be rejected.</p> <p>If the bid security amount or its validity period is found to be less than is required by IOM, IOM shall reject the bid.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, bidders shall include a copy of the bid security in their bid and the original of the bid security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful bidders' bid securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of bid validity prescribed by IOM pursuant to Article 18 (Bid Validity Period).</p> <p>The bid security may be forfeited by IOM, and the bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> • If the bidder withdraws its offer during the period of the bid validity specified in Section 3: Data Sheet, or; • In the event the successful bidder fails: <ul style="list-style-type: none"> ○ to sign the Contract after IOM has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that IOM may require as a condition precedent to the effectivity of the contract that may be awarded to the bidder.
20. Joint Venture, Consortium or Association	<p>If the bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for bid, each such legal entity will confirm in their joint bid that:</p> <ul style="list-style-type: none"> • they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the bid; and • if they are awarded the contract, the contract shall be entered into by and between IOM and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.</p> <p>If a JV, Consortium or Association's bid is the bid selected for award, IOM will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 21 (Only one Bid) herein in respect of submitting only one bid.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the bid and the JV, Consortium or Association Agreement. All entities that</p>

	<p>comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> • Those that were undertaken together by the JV, Consortium or Association; and • Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
21. Only one bid	<p>The bidder (including the individual members of any Joint Venture) shall submit only one bid, either in its own name or as part of a Joint Venture.</p> <p>Bids submitted by two (2) or more bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> • they have at least one controlling partner, director or shareholder in common; or • any one of them receive or have received any direct or indirect subsidy from the other/s; or • they have the same legal representative for purposes of this ITB; or • they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the bid of another bidder regarding this ITB process; • they are subcontractors to each other's bid, or a subcontractor to one bid also submits another bid under its name as lead bidder; or some key personnel proposed to be in the team of one bidder participates in more than one bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one bid.
22. Alternative bids	<p>Unless otherwise specified in Section 3: Data Sheet, alternative bids shall not be considered. If submission of an alternative bid is allowed in Section 3: Data Sheet, a bidder may submit an alternative bid, but only if it also submits a bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative bid.</p> <p>If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid". If no indication is provided as to which bid is the main bid and which is/are the alternative bid(s), then all bids will be rejected.</p>
23. Pre-bid conference	<p>When appropriate, a pre-bid conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is mandatory, a bidder which does not attend the pre-bid conference shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the pre-bid conference is not mandatory, non-attendance shall not result in disqualification of an interested bidder.</p>

	<p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during the pre-bid conference. All questions shall be submitted in accordance with Article 41 (Clarification of Bids).</p> <p>The pre-bid conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility) bidders shall not rely upon any information, statement or representation made at the pre-bid conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>Minutes of the pre-bid conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the minutes of the bidder's conference or issued/posted as an amendment to ITB.</p>
24. Site inspection	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a bidder who does not attend the site inspection shall become ineligible to submit a bid under this ITB.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested bidder.</p> <p>Bidders participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the bidders to participate in a site inspection.</p> <p>Prior to attending a site inspection, bidders shall execute an indemnity and a waiver releasing IOM in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>IOM will not issue any formal answers to questions from bidders regarding the ITB or bid process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Bidders Responsibility), bidders shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.</p>
25. Errors or omissions	<p>Bidders shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITB, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Bidders shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
26. Bidders responsibility to inform themselves	<p>Bidders shall be responsible for informing themselves in preparing their bid. In this regard, bidders shall ensure that they:</p> <ul style="list-style-type: none"> • examine and fully inform themselves in relation to all aspects of the ITB, including the Contract and all other documents included or referred to in this ITB; • review the ITB to ensure that they have a complete copy of all documents;

	<ul style="list-style-type: none"> • obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; • verify all relevant representations, statements and information, including those contained or referred to in the ITB or made orally during any clarification meeting or site inspection or any discussion with IOM, its employees or agents; • attend any Pre-bid conference or site inspection if it is mandatory under this ITB; • fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and • form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their bid. <p>Bidders acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this ITB or any other information provided to the bidders.</p>
27. No material change(s) in circumstances	<p>The bidder shall inform IOM of any change(s) of circumstances arising during the ITB process, including but not limited to:</p> <ul style="list-style-type: none"> • a change affecting any declaration, accreditation, license or approval; • major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the bidder or its major sub-contractors; • a change to any information on which IOM may rely on assessing bids.
SUBMISSION AND OPENING OF BIDS	
28. Instruction for bid submission	<p>The bidder shall submit a duly signed and complete bid comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Bid. The bid shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The bid shall be signed by the bidder or person(s) duly authorized to commit the bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or, if requested, a Power of Attorney, accompanying the bid.</p> <p>Bidders must be aware that the mere act of submission of a bid, in and of itself, implies that the bidder fully accepts the IOM General Conditions of Contract.</p>
29. Deadline for bid submission	<p>Complete bids must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Bid should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the bidders to ensure that their bid is received by the closing date and time. IOM shall accept no responsibility for bids that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the bid was received by IOM.</p> <p>IOM may, at its discretion, extend this deadline for the submission of bids by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of IOM and bidders subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>

30. Withdrawal, substitution and modification of bids	<p>A bidder may withdraw, substitute, or modify its bid after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of bids, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.</p> <p>However, after the deadline for bid submission, the bids shall remain valid and open for acceptance by IOM for the entire bid validity period, as may be extended.</p> <p>Bids requested to be withdrawn prior to the deadline for submission of the bids shall be made available for collection by the bidder that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such bid unopened without further notice to the bidder. IOM shall not be responsible to return the bid to the bidder at IOM’s cost.</p>
31. Storage of bids	<p>Bids received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified bid opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified bid.</p>
32. Bid opening	<p>Bids will be opened by a committee formed by IOM consisting of at least two (2) personnel.</p> <p>Bidders may attend the opening of the bids if stated in Section 3: Data Sheet.</p> <p>The bidders’ names, modifications, withdrawals, bid prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as IOM may consider appropriate will be announced at the opening and recorded on the bid opening report, which will be available for viewing only to bidders who have submitted a bid for a period of thirty days from the date of opening. Information not included in the bid opening report will not be provided to bidders. No bid shall be rejected at the opening stage, except for late submissions.</p>
33. Late bids	<p>Any bid received by IOM after the deadline for submission of bids will be destroyed unless the bidder requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned bidding documents.</p> <p>In exceptional circumstances, late bids may be accepted if it is determined that the submission was sent in ample time prior to the bid closing and the delay could not be reasonably foreseen by the bidder or was due to force majeure.</p>
EVALUATION OF BIDS	
34. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of bids, and the recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a bidder or anyone on behalf of the bidder to influence IOM in the examination, evaluation and comparison of the bids or contract award decisions may, at IOM’s decision, result in the rejection of its bid and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures.</p>
35. Evaluation of bids	<p>IOM shall evaluate a bid using only the methodologies and criteria defined in this ITB. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely based on the bids received according to the evaluation criteria in Section 4.</p> <p>Evaluation of bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> a) Preliminary examination

	<ul style="list-style-type: none"> b) Evaluation of eligibility and qualification c) Evaluation of technical bids d) Evaluation of prices of bids found to be substantially compliant <p>After completion of the evaluation, but prior to award, IOM shall conduct a post-qualification assessment of the bidder recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
36. Preliminary examination	IOM shall examine the bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the bids are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any bid at this stage.
37. Evaluation of eligibility and qualification	The eligibility and Qualification of the bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Bidders).
38. Evaluation of technical bids	Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the bid varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the bid will not be considered substantially compliant and will not be evaluated further.
39. Evaluation of prices	The prices of bids found to be substantially compliant will be compared to identify the most substantially compliant bid which represents the lowest overall costs to IOM.
40. Post-qualification	<p>IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the bidder; b) Validation of the extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction over the bidder, or with previous clients, or any other entity that may have done business with the bidder; d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the bidder's offices, branches or other places where business transpires, with or without notice to the bidder; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
41. Clarification of bids	IOM may request clarification or further information in writing from the bidders at any time during the evaluation process. The bidders' responses shall not contain any changes regarding the substance or price of the bid, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the bids, in accordance with Instructions to Bidders Article 25 (Errors or omissions).

	IOM may use such information in interpreting and evaluating the relevant bid but is under no obligation to take it into account.
42. Responsiveness of bid	<p>IOM's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the bidding documents, IOM's rights or the bidder's obligations under the contract; or c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids. <p>If a bid is not substantially responsive, it shall be rejected by IOM and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.</p>
43. Nonconformities, reparable errors and omission	<p>Provided that a bid is substantially responsive, IOM may waive any non-conformities or omissions in the bid that, in the opinion of IOM, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other bidders.</p> <p>Provided that a bid is substantially responsive IOM may request the bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.</p> <p>For bids that have passed the preliminary examination, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected, and its bid security may be forfeited.</p>
44. Right to accept any bid and to reject any or all bids	IOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IOM's action. IOM shall not be obliged to award the contract to the lowest priced offer.
45. Samples	Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the bid submission deadline for evaluation and testing by IOM or their representative, of the item and/or the packing and packaging, prior to any award. Samples will

	<p>be subject to technical review and laboratory analysis where appropriate. Samples provided to IOM are non-returnable unless otherwise stated. Samples should be marked with the ITB number.</p> <p>If a bidder fails to provide samples or documents requested by IOM in a timely manner, IOM may declare the bid unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, IOM shall award the contract to a bidder who has been determined as eligible and qualified and whose bid has been determined to be the lowest-priced, substantially compliant offer to the ITB. IOM reserves the right to conduct negotiations with the bidder recommended for the award on the content of their bid.
47. Right to vary requirement at time of award	At the time the Contract is awarded, IOM reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and the bidding document.
48. Notification of award	Prior to the expiration of the period of bid validity, IOM will notify the successful bidder in writing by email, fax or post, that its bid has been accepted. Please note that the bidder, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
49. Debriefing	In the event that a bidder is unsuccessful, the bidder may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the bidder's submission, in order to assist the bidder in improving its future bids for IOM procurement opportunities. The content of other bids and how they compare to the bidder's submission shall not be discussed.
50. Performance security	<p>The successful bidder, if so specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from IOM. Banks issuing performance securities must be acceptable to the IOM controller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the bid securities of the unsuccessful bidders pursuant to Article 19 (Bid Security).</p> <p>Failure of the successful bidder to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event IOM may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive and is determined by IOM to be qualified to perform the contract satisfactorily.</p>
51. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the bidder shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
52. Liquidated Damages	If specified in Section 3: Data Sheet, IOM shall apply Liquidated Damages for the damages and/or risks caused to IOM resulting from the Contractor's delays or breach of its obligations as per the Contract.
53. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int .

SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Bidders. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Bidders.

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	The reference number of this Invitation to Bid (ITB) PR 4200478790 . For Construction of Administrative Building in BCP Yessayan in Ghat City, Libya as further described in Section 5 of this ITB.
4.	Eligible bidders	Bidders from Libya only
5.	Eligible goods, works and services	Goods, works and/or services with origin in all countries are eligible in this bidding process.
8.	Clarification of solicitation documents	Contact details for clarification of solicitation documents: Focal Person: IOM Libya Procurement E-mail address: iomlibyaproposal@iom.int <u>ATTENTION: BIDS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR BID SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</u>
		Deadline for submitting requests for clarifications/questions: Date: 21-Jul-23 Time: 12:00 PM Time zone: GMT+2
		Manner of disseminating supplemental information to the ITB and responses/clarifications to queries: Direct communication to prospective bidders by email.
11.	Language	All bids, information, documents and correspondence exchanged between IOM and the bidders in relation to this bid process shall be in English
15.	Price adjustment	The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.
15.	Partial bids (lots)	Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.
16.	Bid currencies	Prices shall be quoted in USD

17.	Duties and taxes	All prices shall: Be exclusive of VAT and other applicable indirect taxes.
18.	Bid validity period	90 days
19.	Bid security	Not required.
22.	Alternative bids	shall not be allowed
23.	Pre-bid conference	Will not be conducted.
24.	Site inspection	<p>A group site inspection will be held as follows:</p> <p>Time and time zone: 12:00 AM in Libya (GMT+2)</p> <p>Date : 17-Jul-23</p> <p>Location : BCP Yessayan in Ghat City , Libya</p> <p>The focal point for the arrangement is:</p> <p>Name: Mohamed Alnaas and Hussin Aboulqaseim</p> <p>Mobile : +2189257500598 and +218925143348</p> <p>Bidders shall notify the focal point 7 of days in advance as to whether or not they intend to participate in the site inspection and the details of their representatives who will attend.</p> <p>The site inspection is:</p> <p><input checked="" type="checkbox"/> mandatory</p>
28.	Instruction for bid submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> e-tendering</p> <p><input checked="" type="checkbox"/> Email</p> <p><input type="checkbox"/> Courier / hand delivery</p> <p>SUBMISSION BY EMAIL:</p> <p>Bid submission address: iomlibyaproposal@iom.int. PLEASE DO NOT SEND THE EMAILS WITH YOUR BID TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> File Format: PDF File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 25 MB Mandatory subject of email: ITB PR 4200478790. If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline.

		<ul style="list-style-type: none"> 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." Documents which are required in original (e.g. bid security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: iomlibyaproposal@iom.int It is recommended that the entire bid be consolidated into as few attachments as possible. The bidder should receive an email acknowledging email receipt.
29.	Deadline for bid submission	<ul style="list-style-type: none"> Date: 28 Jul-23 Time: 12:00 PM Time zone: in Libya (GMT+2)
32.	Bid opening	Public bid opening will not be held
	Expected date for commencement of contract	31-Aug-23
47.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 25%</p> <p>The maximum percentage by which quantities may be decreased is 25%</p>
	Contract award to one or more bidder	<p>IOM will award a contract to:</p> <p>One Bidder Only</p>
50.	Type of contract to be awarded	<p>Constriction Contract</p> <p>See Section 6: for sample contract.</p>
50.	Conditions of contract to apply	<p>Authorized bidder in this sector may apply.</p> <p>See Section 6</p>
52.	Performance security	Not Required.
53.	Advance payment	Not Allowed
54.	Liquidated Damages	<p>Will be imposed as follows:</p> <p>Provide details below if "Will be Imposed" is selected, otherwise delete the below</p> <p>Percentage of contract price per week of delay: 5% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.</p>
	Other information related to the ITB	<p>Mandatory Requirements: Failure to attend will be Grounds for DISQUALIFICATION</p> <p>1- Mandatory site Visit on 17 July 2023 at 12:00 PM – BCP Yassayn</p> <p>2- Deadline for the Submission of Quotation on 28 July 2023</p>

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the bid	All documents and technical documentation requested in Section 2: Instructions to Bidders Article 12 have been provided and are complete
Bidder accepts IOM General Conditions of Contract as specified in Section 6.	Form C: Bid Submission
Bid Validity	Form C

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the bid is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Bidder is a legally registered entity	Form D: Bidder Information
Bidder belongs to a diverse supplier group including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Bidder Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Bid Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Bid Submission
The bidder has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Bid Submission
Certificates and Licences: <ul style="list-style-type: none"> Licensed Construction Company 	Form D: Bidder Information

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form

Litigation History: No consistent history of court/arbitral award decisions against the bidder for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum 3 years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum 2 contracts of similar value, nature and complexity implemented over the last 2 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1.	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification Form
Turnover: Bidders should have an annual sales turnover of minimum 3 for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification Form

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the bid are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Bid
The bid is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Bid Form H: Price Schedule

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule

SECTION 5: SCHEDULE OF REQUIREMENTS

A. Summary of Requirements

B. Requirements are comprised of the following

- **Construction of Administrative Building in BCP Yessayan in Ghat**

B. Technical Specifications for Works as per attached BoQ

C. Delivery Requirements

Delivery date	Bidder shall deliver the works and goods after signing the contract and handing over the site .	
Delivery place/terms (INCOTERMS 2020)	BCP Yessayan in Ghat , Libya	
Customs clearance (must be linked to INCOTERM)	Not applicable	
Consignee details	Not applicable	
Distribution of shipping documents (if using freight forwarder)	Not applicable	
Packing requirements	Not applicable	
Mode of transport	<input type="checkbox"/> Air	<input checked="" type="checkbox"/> Land
	<input type="checkbox"/> Sea	<input type="checkbox"/> Other

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

SECTION 7: BIDDING FORMS

LEG-

IOM office-specific Ref. No.	
IOM Project Code	

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**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Mission], represented by [Name, Title of Director, CoM, HoO] (hereinafter referred to as “**IOM**”), and **[Name of Contractor]**, 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.
- 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 Bill of Quantities (“**BoQ**”) and unit cost;
 - (c) **Annex C** - Approved Work Schedule;
 - (d) **Annex D** - Accepted Notice of Award (“**NoA**”); and
 - (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

- 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 authorized signatory of this Agreement.

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 [currency code] [amount in numbers] ([amount in words]) only, 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 cost 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 The Contract Price shall be paid in accordance with the following payment schedule
- (a) (Applicable if an advance payment is made) IOM shall release an advance payment equivalent to [percentage] of the Contract Price in the amount of [currency] [insert amount in numbers] (amount in words and currency in words) within 7 (seven) calendar days from the Contractor's signature of this Agreement and Contractor's submission of and IOM's approval of the following items:
- i. Drawings and Technical Documents for Permit Purposes;
 - ii. Approved Detailed Construction and Workings Drawings;
 - iii. Work Schedule;
 - iv. List of Sub-Contractors and Suppliers (if applicable);

- v. Unconditional Bank Guarantee equivalent to *[percentage to match advance payment]* percent of the Contract Price to guarantee the advance payment, if applicable;
 - vi. Performance Security if required under Article 9.
 - (b) IOM will pay the Contractor *[currency code]* amount in numbers (amount in words) on confirmation by IOM of satisfactory progress toward the completion of (amount)% (*[amount in words]* per cent) actual measured work as per Bill of Quantities at Annex B and logbook.
 - (c) IOM will pay the Contractor *[currency code]* amount in numbers (amount in words) after the completion of 100% (one hundred per cent) of the Works and inspection and provisional acceptance of the completed Works.
 - (d) The balance of 10% (ten per cent) of the total Contract Price in the amount of *[currency code]* amount in numbers (amount in words) will be held for 12 (twelve) months after provisional acceptance of the completed Works in accordance with Article 10 of this Agreement.
- 4.2 Payments for the Works will be done in installments in accordance with the Payment Schedule above in *[currency]* (*[currency code]*) by *[bank transfer]* to the following bank account:
- Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:
- 4.3 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.
- 4.4 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.
- 4.5 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.

- 4.6 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.
- 4.7 A Certificate of Provisional Acceptance of completed Works shall be issued by IOM when each of the requirements under Article 4.6 have been fulfilled to its satisfaction.
- 4.8 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.
- 4.9 A Certificate of Final Acceptance shall be issued by IOM 12 (twelve) 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 [insert date] and completion and turn-over of the Works to IOM by [insert date] ("Completion Date").
- 5.2 Where the Contractor is unable to complete the Works by the [Completion Date] 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 4.7. 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 labor 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 labor 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 4.7 or 4.8.

9. Performance Security (Applicable where the contract price is over USD 300,000)

- 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 4.7 or 4.8.

10. Retention

- 10.1 Upon issuance of the Certificate of Provisional Acceptance for completed Works as per Article 4.7, an amount equivalent to 10% (ten 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 12 (twelve) 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 4.8, an amount equivalent to 10% (ten 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 12 (twelve) 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 4.9. 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 12 (twelve) months from the date of issue of IOM's Certificate of Provisional Acceptance of the Works as per Articles 4.7 or 4.8, 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 is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Contractor will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) 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 prevent 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.

14.10 The Contractor expressly acknowledges and agrees that breach by the Contractor, or by any of the Contractor's employees, contractors, subcontractors or agents, of any provision contained in Articles 14.7, 14.8, or 14.9 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Contractor all losses suffered by IOM in connection with such breach.

15. Assignment and Subcontracting

- 15.1 The Contractor shall not assign or subcontract the Agreement or any work under this Agreement in whole or in part, unless agreed 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 Notwithstanding a written approval from IOM, the Contractor shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any 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 liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

16. Force Majeure

- 16.1 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.
- 16.2 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.
- 16.3 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, stores or otherwise processes 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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Contractor]

Attn: [Name and title/position 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, Abbreviation and Emblem

The Contractor shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Contractor acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

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. Entire Agreement

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. Final Clauses

- 29.1 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.
- 29.2 Amendments may be made by mutual agreement in writing between the Parties.

30. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Contractor 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]

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

For and on behalf of
The International Organization for
Migration

Signature

Name:
Position:

For and on behalf of
[Name of Contractor]

Signature

Name:
Position:

Date:
Place:

Date:
Place:

Annex X [Title]

[Attach the Annex/es and label accordingly]

Guidance in Checklist Form on completing the template for
C.5. Construction Agreement

- ☐ The Construction Agreement follows the latest IOM C.5 Construction Agreement template and is without any deviations. For Amendments: The changes do not introduce any deviations to template.
- ☐ No work have taken place prior to signing the Agreement. For Amendments: The changes made under the Amendment shall apply only from the date of signing of the Amendment or later and the original Agreement (as amended previously, if at all) has not yet expired.
- ☐ All activities comply with IOM's Constitution, policies, regulations, rules, manuals, Guidance Notes and instructions from relevant thematic areas.
- ☐ The Contractor has been selected in compliance with IOM procurement rules.
- ☐ The authority of the person(s) signing on behalf of the other party to do so has been verified.

Contractor as a business entity. Check:

- A. ☐ The Contractor is with a registered business entity; OR
- B. ☐ The Service Provider is with an individual with a business license and GPSU approval was obtained.

The name and dates/duration for the Project are exactly the same on:

- ☐
 - o The Agreement; and
 - o All Annexes, including the Work Schedule, Bill of Quantities, Payment Schedule, as applicable.

The Contract Price and all other amounts (e.g., instalment amounts):

- ☐
 - o Is written correctly both in numbers and in words;
 - o Specifies the currency used; and,
 - o Corresponds to the Bill of Quantities and Payment Schedule list attached to the Agreement, if any.

The total Contract Price is:

- A. ☐ Below or up to USD 200,000; OR
- B. ☐ Above USD 200,000 and GPSU approval was obtained.

Performance Security. The total Contract Price is:

- A. ☐ Below or up to USD 300,000; OR
- B. ☐ Above USD 300,000 and a performance security in the amount of 10% of the total Contract Price has been provided by the Contractor. The performance security follows Form 19.28 in IN 168 Rev 2.

Mode of Payment. The Contract Price Fee is to be paid either:

- A. ☐ By bank transfer to the *specific* bank account of the Contractor as indicated in Agreement. The bank account is not in the name of a third party or an individual, OR
- B. ☐ By cheque and the justification why bank transfers are not possible or practicable is documented in a Note for File; OR
- C. ☐ By cash which has been approved in writing and in advance by TSY.

Advance payment. Check:

- A. ☐ There is no advance payment; OR

- B. ☐ The advance payment is not higher than USD 25,000; OR
- C. ☐ The advance payment is higher than USD 25,000, but a bank guarantee in the amount of the advance has been provided by the Contractor. The bank guarantee follows Form 19.29 in IN 168 Rev 2; OR
- D. ☐ The advance payment is higher than USD 25,000, but approval has been granted by RD for this specific Agreement; OR
- E. ☐ This Agreement is made in the context of an L1, L2 or L3 emergency project. The advance payment thresholds have been adhered to and the required authorizations have been obtained, following Article 8 of IN 168, Rev 2.

Retention Rate and Period. Check:

- A. ☐ 10% of the Contract Price shall be retained for 12 months from the date of issuance of Provisional Acceptance; OR
- B. ☐ The retention amount and/or duration are different, but exceptional GPSU approval was obtained. The references to both in Article 10 and the payment schedule (Article 4.1) have been corrected, accordingly.

Payment Currency. Check:

- A. ☐ The currency used in defining the Contract Price is the same currency as the one in which payment shall be made; OR
- B. ☐ The currency used in the provision(s) defining the Service Fee is different from the currency to be paid to the other party, but the UN exchange rate at the date of payment is agreed.

Warranty Period. Check:

- A. ☐ Standard warranty period of 1 year is included in the Agreement; OR
- B. ☐ Standard warranty period has been changed, but exceptional GPSU approval was obtained. The reference to this in Article 14.2 (Warranties) has been corrected.

Language. The Agreement is concluded in one of the following languages:

- A. ☐ IOM official language (English, French or Spanish); OR
 - B. ☐ Bilingually (both language versions have identical content with at least one language being an official IOM language) and the language clause (i.e., IOM official language prevails in case of discrepancy) has been included.
- ☐ The Agreement/Amendment is not backdated. The signature date shall always be the actual date of signature.
 - ☐ There are no additional clauses which have not been approved by LEG specifically for the Agreement/Amendment.
 - ☐ All Annexes referred to in the Agreement/Amendment, if any, are attached to the Agreement/Amendment and do not create additional obligations other than those contained in the Agreement itself.
 - ☐ All Annexes are provided either in English, French or Spanish. In case Annexes in another language are attached, translations in one of the official languages are attached, contain a statement that they prevail in case of discrepancy over the version of the Annex in a non-official language and will be signed by the Contractor.

Donor Flow Down Requirements. Check:

- A. ☐ There are no specific Donor requirements for this Agreement, the “Special Provisions” clause (Article30) has been deleted and subsequent enumeration has been corrected;
- B. ☐ The Agreement is EU funded through PAGODA, Contribution or ECHO Agreement. The duration of this Agreement/Amendment is within the authorized contracting period specified by the EU funding agreement and the Annex for EU funded service agreements has been filled in, referenced in the Annex list and attached to the Agreement; OR
- C. ☐ The Agreement is funded by a non-EU donor whose flow down conditions have been added to the “Special Provisions” clause (Article 30) and these are not in violation of other terms of this Agreement

Form A: Bid Confirmation

Form B: Checklist

Form C: Bid Submission

Form C: Bidder Information

Form E: Joint Venture / Consortium / Association Information

Form F: Eligibility and Qualification

Form G: Technical Bid

Form H: Price Schedule

FORM A: BID CONFIRMATION

Please acknowledge receipt of this ITB by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Insert name of contact person

Email: Insert contact person's email - do not enter secure bid email address

From: Insert name of bidder

Subject ITB reference [Click or tap here to enter text.](#)

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a bid.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for bidding purposes is insufficient
<input type="checkbox"/>	Your ITB is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a bid
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	We do not sell to the UN
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the bids is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future ITBs for this type of goods
<input type="checkbox"/>	We don't want to receive ITBs for this type of goods

Questions to the bidder concerning the reasons for NO BID should be addressed to email: iomlibyaproposal@iom.int

FORM B: CHECKLIST

This form serves as a checklist for preparation of your bid. Please complete the returnable bidding forms in accordance with the instructions and return them as part of your bid submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your bid, please ensure compliance with the instructions in Section 2: Instructions to Bidders and Section 3: Data Sheet.

Technical bid:

Have you duly completed all the returnable bidding forms?	
▪ Form C: Bid Submission	<input type="checkbox"/>
▪ Form D: Bidder Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Bid/Bill of Quantities	<input type="checkbox"/>
	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Bidder Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
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FORM C: BID SUBMISSION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

We, the undersigned, offer to supply the goods and related services required for IOM in accordance with your Invitation to Bid No. Click or tap here to enter text.. We hereby submit our bid, which includes this Technical Bid and Price Schedule.

The total price of our bid, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our bid is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

BIDDER'S DECLARATION OF CONFORMITY¹

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.

¹ 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 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.
<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 https://www.ungm.org/Public/CodeOfConduct .
<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:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM D: BIDDER INFORMATION

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

To be completed and returned with your bid if the bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

Name of leading partner (with authority to bind the JV, Consortium, and Association during the ITB process and, in the event a contract is awarded, during contract execution)	Click or tap here to enter text.
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the bidder, or that of the bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

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Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- Must reflect the financial situation of the bidder or party to a JV, and not a sister or parent companies;
- Historic financial statements must be audited by a certified public accountant;
- Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM G: TECHNICAL BID

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Goods, works and/or services to be Supplied and Technical Specifications	Bidder's response				
	Compliance with technical specifications		Delivery Date	Quality Certificate/Export Licenses, etc.	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)	(confirm that you comply or indicate your delivery date)	(indicate all that apply and attach)	

Other Related services and requirements (based on the information provided in Section 5)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
e.g. Delivery Term			
Warranty			
Local Service Support			

FORM H: PRICE SCHEDULE

Name of bidder:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
ITB reference:	Click or tap here to enter text.		

Bidders shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Bid Summary

Bidder's Total prices FCA (Price of goods FCA + Related Services if applicable)	Insert amount and currency
Bidder's Total prices CPT (Price of goods CPT + Related Services if applicable)	Insert amount and currency
Total Price of Goods FCA	Insert amount and currency
Total Price of Goods CPT	Insert amount and currency
Total Price of Related Services	Insert amount and currency
Freight Cost per 20/40 ft. container (if applicable)	Insert amount and currency
Customs clearance costs (if applicable)	Insert amount and currency

Prices for related services

Item/ lot	Description of the services	Quantity and physical unit (a) if applicable	Unit price (b) if applicable	Total price per service (a)x(b)
1.				
2.				
3.				
4.				
5.				
Total Price of Related Services				

I, the undersigned, certify that I am duly authorized by IOM to sign this bid and bind Click or tap here to enter text.should IOM accept this bid:

Name : _____

Title : _____

Date : _____

Signature : _____

BILL OF QUANTITIES						
Construction of Adminisrative Building in BCP Yesseyen						
Location:Ghat- Yesseyen BCP						
Project Time Frame: 110 Days						
ر.م	بيان الأعمال	TOTAL Price السعر Material and Labours الاجمالي	UNIT Price(\$) سعر Material and Labours الوحدة	UNIT الوحدة	QTY. الكمية	DESCRIPTION
1	اعمال الإزالة					Demolition and preparation works
1.1	توريد اترية صالحة للردم مع تسوية ارضية الموقع حسب المنسوب المطلوب والسعر شاملا ذكها وتسويتها طبقا للاصول الفنية وتعليمات المهندس المشرف.			M2	8650	Supplying soil suitable for backfilling and leveling the site according to the required level and price including compaction and leveling according to the technical principles and the instructions of the supervising engineer.
1.2	تنظيف الموقع أثناء و بعد تنفيذ الأعمال مع نقل المخلفات إلى المقالب العمومية، حسب تعليمات المهندس المشرف.			M3	85	Cleaning the site through and after the implementation of the work and transfer of waste to the landfills, as instructed by the supervising engineer.
	Sub-Total					
2	اعمال المدنية					Civil works
2.1	حفر الاساسات في نوع من انواع التربة بما في ذلك الكمرات الارضية،حفر الاساسات في أي نوع من أنواع التربة ، بما في ذلك حفر الكمرات الأرضية و ازالة الفائض إلى منطقة التفريغ حسب توجيهات المهندس.			M3	105	Excavation of for foundations at any type of soil, rate including excavations for Ground Beams for and removal of surplus to the dump area as directed by Engineer.
2.2	توريد اترية صالحة للردم الي مستوى الاساسات والارضيات من خارج الموقع لأغراض الردم المختلفة وفريشها، ودكها حسب الأصول الفنية وتعليمات المهندس المشرف.			M3	755	Backfilling up to under floors level & for foundations with approved quality compacted soil (not sand). from good surplus soil or supplied and free from the rubbish in accordance of the technical specifications and Engineer's instructions.
2.3	توريد وتنفيذ خرسانة عادية بإجهاد كسر 20 نيوتن/سم²، وسمك 10 سم لزوم التهيئة لقواعد الأساسات والكرسة حسب المقاسات و الأصول الفنية وتعليمات المهندس المشرف.			M2	508	Supply and cast plain concrete 20N/MM² , thickness 10 cm for prepare the foundation bases according to the dimensions, according to the technical specifications and the instructions of the supervising engineer.

2.4	Supply and cast plain concrete 25N/MM ² , thickness 15 cm for for sidewalks and yard floors, and foundation according to the specification and engineer instructions.	370	M2		توريد وتنفيذ خرسانة عادية بإجهاد كسر 25 نيوتن/مم ² ، وسماك 15 سم، لزوم الأرضية، وأرضية الساحات، مع تسوية السطح وعمل فواصل التمدد، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.4
2.5	Supply and implement reinforced concrete for foundation and beams with stress thresholds break 25N/MM ² and stress fracture 80kgm/m ³ according to the drawings and technical instructions of supervising engineer.	50	M3		توريد وصب خرسانات مسلحة لزوم القواعد والسلمات بإجهاد كسر 25 نيوتن / مم ² وحديد تسليح بنسبة 80 كجم/م ³ ، طبقاً للخرائط والرسومات، والمواصفات الفنية المعتمدة، وتعليمات المهندس المشرف.	2.5
2.6	Supply and work of concrete roads courses size 35 × 15 × 10 cm, the work of concrete mattress and fixing from the back with concrete and flesh separators bridges cement mortar according to technical regulations and instructions of the supervising engineer.	550	Lin.M		توريد وعمل بر دورات طرق خرسانية مقاس 10×15×35 سم، عمل فرشاة خرسانية وتثبيت من الخلف بالخرسانة ولحم فواصل اليردورات بملاط الأسمنت طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.6
2.7	Supply and implement reinforced concrete for columns with stress thresholds break 30N/MM ² and stress fracture 115kgm/m ³ according to the drawings and technical instructions of supervising engineer.	35	M3		توريد وصب خرسانة مسلحة لزوم الأعمدة والأعتاب ودرجات السلم خرسانة اعلي الاسوار بإجهاد كسر 30 نيوتن/مم ² ، وحديد تسليح بنسبة 115 كجم / م ³ ، طبقاً للخرائط والرسومات المعتمدة وتعليمات المهندس المشرف.	2.7
2.8	Supplying and implement a ground water tank with a capacity of 100 cubic meters. The price includes everything necessary to complete the work. according to the plans, drawings, and instructions of the supervising engineer.	1	No		توريد وصب خزان مياه ارضي بسعة 100 متر مكعب والسعر شامل كل مايلزم لنهو العمل طبقاً للأصول الفنية وحسب المخططات والرسومات وتعليمات المهندس المشرف.	2.8
2.9	Construct a septic tank (5.00 * 3.00 * 2.50)m. The work includes: excavation, building by limestone, pouring reinforcement concrete for foundation, columns, beams & slab. Also connecting the sewage network to the septic tank. The work should be finished according to standard specifications & engineer instructions. Note: Dimensions of septic tank from inside.	1	L.S		إنشاء بئارة للصرف الصحي بمقاس (5.00*3.00*2.50 م) أو العمل يشمل الحفر والبناء بالحجر الجيري وصب خرسانة مسلحة لزوم القواعد والأعمدة والكمرات وسقف البئارة وربط شبكة أتابيب الصرف بالبئارة وكل ما يلزم لإنهاء العمل والتشطيبات بالشكل المطلوب. ملاحظة: قياس أبعاد البئارة من الداخل.	2.9
2.10	Supply and implement reinforced concrete for Ribbed Slabs (Hordi Roof Slab) with Clay Hollow Blocks (Ajori Bricks) with stress thresholds break 25N/MM ² according to the technical specifications and drawings and instructions of the supervising engineer, and the price includes the upper concrete layer.	431	M2		توريد وتنفيذ اسقف من الخرسانة المسلحة من بلاطات مفرغة باستخدام الطوب الأجر وإجهاد كسر 25 نيوتن / مم ² حسب الخرائط والرسومات الفنية وتعليمات المهندس المشرف، والسعر يشمل طبقة الخرسانة العلوية.	2.10
2.11	Supply and construction of hollow concrete brick walls 20 cm thickness cement mortar (3: 1) consisting of 440 kg cement + 1 m3 sand, according to technical principles, as instructed by the supervising engineer.	1168	M2		توريد وبناء حوائط من الطوب الأسمنتي المفرغ سمك 20 سم مونة إسمنتية (3:1) يتكون من 440 كجم أسمنت + 1م ³ رمل، طبقاً للأصول الفنية، وحسب تعليمات المهندس المشرف.	2.11
2.12	Supply and work plaster for the inside walls and ceilings with cement mortar. (3: 1) Consists of 440 kg cement + 1 m3, according to the technical rules and instructions of the supervising engineer.	1422	M2		توريد وعمل لياسة للحوائط والأسقف الداخلية بمونة إسمنتية. (3:1) يتكون من 440 كجم أسمنت + 1 م ³ ، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	2.12
2.13	Supply and work plaster for the walls and external 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.	780	M2		توريد وعمل لياسة للحوائط والواجهات الخارجية من طبقتين، الأول بسماك 15 مم وخلطة (3 : 1) والطبقة الثانية من 350 كجم أسمنت + 580 كجم مسحوق الحجر الجيري+ 1170 كجم رمل + بودرة الرخام+ صبغات باللون المطلوب.	2.13
	Sub-Total					

3	Painting WORKS					أعمال الدهانات	3
3.1	Supply and work for interior walls and ceilings with a normal preparatory face, and two sides of the emulsion of paint white plastic, and the price includes the rubbing of old paint, and put the necessary paste according to technical principles and instructions of the supervising engineer.	1422	M2			توريد وعمل طلاء للجدران والأسقف الداخلية بوجه تحضيرى عادي، ووجهين من مستحلب دهان البلاستيك الأبيض، ويشمل السعر حرك الطلاء القديم، وعمل المعجون اللازم طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.1
3.2	Supply and work of interior wall paint with a preparatory face of oil and two sides of matte oil paint, according to the sample, color and the approved texture, according to the technical regulations and instructions of the supervisin	1012	M2			توريد وعمل طلاء للجدران الداخلية بوجه تحضيرى من الزيت ووجهين من دهان الزيت المطف، طبقاً للأصول الفنية وتعليمات المهندس المشرف.	3.2
3.3	Supply and implementation of graphite works for exterior facades and entrances, according to the color and texture sample approved by the supervising engineer.	780	M2			توريد وتنفيذ أعمال الجرافيت للواجهات الخارجية والداخل، وطبقاً لعينة اللون والملمس المعتمدين من المهندس المشرف.	3.3
Sub-Total							
4	Floors and walls tiles works					أعمال تغطية الأرضيات والجدران	4
4.1	Supply and installation of cement tiles for roofs, thickness of 20 mm, and the price includes skirts of the same type of tiles with cement mortar consisting of 250 kg of cement, per cubic meter of sand, taking into account the inclinations towards the gutters, according to the technical principles and the instructions of the supervising engineer.	410	M2			توريد وتركيب بلاط أسمنتي للأسطح سمك 20 مم، والسعر يشمل وزرات من نفس نوع البلاط بمونة أسمنتية تتكون من 250 كجم أسمنت، للمتر المكعب من الرمل، مع مراعاة الميول اتجاه المزاريب، حسب الأصول الفنية وتعليمات المهندس المشرف.	4.1
4.2	Supply and installation of ceramic tiles for floors Spanish anti-slip first class according to specifications and technical assets and the adoption of the sample from the supervising engineer.	415	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 colored faience tiles for the walls for bathrooms and buffet from first-class Spanish, in the required size and color, with the approval of the sample from the supervising engineer. according to technical principles.	155	M2			توريد وتركيب بلاط فيشاني ملون لزوم حوائط دورات المياه والوفيه إسباني درجة أولى بالمقاس واللون المطلوب مع اعتماد العينة من المهندس المشرف. طبقاً للأصول الفنية.	4.3
4.4	Supply and installation of a granite marble table for reception and buffet,(70 cm wide, 3 cm thick, and 95 cm high), with ornaments and everything necessary to complete the work according to technical principles and the engineer's instructions.	7.8	Lin.m			توريد وتركيب طاولة رخامي من الجرانيت لزوم الرشيخين والوفيه (بعرض 70 سم وسمك 3سم وارتفاع 95 سم)، مع التثبيت بقوائم رخامية والحليات وكل مايلزم انهاء العمل حسب الأصول الفنية وتعليمات المهندس.	4.4
4.5	Supply and installation of 3 cm thick marble for windows, doors frames, and stairs. The price includes making ornaments from Italian type, Carrara white, according to the required dimensions, technical assets and the instructions of the supervising engineer.	88	M2			توريد وتركيب رخام سمك 3سم لزوم الجلسات النوافذ والأبواب والدرج السعر شامل عمل الحليات من نوع الايطالي ابيض كرارة وذلك طبقاً للمقاسات المطلوبة من والأصول الفنية وتعليمات المهندس المشرف.	4.5
4.6	Supplying and installing a 10 cm wide ceramic skirt, in accordance to the technical principles and the instructions of the supervising engineer.	260	Lin.m			توريد وتركيب وزر سيراميك عرض 10 سم، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	4.6
4.7	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.	510	M2			توريد وتركيب ارضفة من البلاط المعشق سمك 6 سم (حسب الشكل واللون المطلوب) ، يركب على فريشة من التربة الحبيبية (كاولينا) المدموكة بسمك 10 سم حسب المواصفات و الرسومات و تعليمات الجهة المشرفة .	4.7
4.8	Supply and implementation of landscaping of ready-made grass type Basbelm and the item includes the preparation of soil and leveling and compacting before and after planting, irrigation and supplementary fertilizer and care as prescribed by the supervising authority.	400	M2			توريد و تنفيذ مسطحات خضراء من التجلة الجاهزة نوع باسبيلم و البند يشمل تجهيز التربة و تسويتها و دكها قبل و بعد الزراعة و الري و السماد التكميلي و الرعاية المقررة حسب تعليمات الجهة المشرفة .	4.8

	Sub-Total						
5	Doors, Windows and Metal works					اعمال الابواب والشبابيك والاسقف المعلقة	5
5.1	Supplying and installing doors made of mahogany wood, consisting of one or two leaves, including hardware, handles, frames and paints from an approved sample, and everything necessary to complete the work according to the technical principles and the instructions of the supervising engineer.	160	M2			توريد وتركيب ابواب من الخشب الماهوجني يتكون من ضلفة او ضلفتين شاملا الخردوات والمقايض والاطارات والدهانات من عينة معتمدة وكل مايلزم لنهو العمل طبقا للاصول 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 principles and instructions of the supervising engineer.	7.2	M2			توريد وتركيب ابواب من PVC لون رضاصي لزوم دورات المياه من عينة معتمدة والسعر شامل كل مايلزم لنهو العمل وذلك طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.2
5.3	Supply and installation of steel protection doors (laser blacksmith) thickness of 4 mm according to the approved sample and price including packaging with plastic plates, hardware, locks, paints and all necessary for the completion of the work accordance to the technical regulations and instructions of the supervising engineer.	8.3	M2			توريد وتركيب ابواب حماية من الحديد (حداده ليزرية) سمك 4 مم من ضلفة واحدة وضلفتين حسب العينة والشكل المعتمد والسعر شامل الدهانات والاقفال والمقايض والخردوات والتغطية بشرايح الفايبر وكل مايلزم لنهو العمل وذلك طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.3
5.4	Supply and installation of protective iron (laser blacksmithing) thickness of 4 mm 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	54	M2			توريد وتركيب حديد حماية (حداده ليزرية) سمك 4 مم حسب العينة والشكل المعتمد والسعر شامل الاطارات والدهانات وكل مايلزم لنهو العمل حسب الاصول الفنية وتعليمات المهندس المشرف.	5.4
5.5	Supply and installation of a canopy of metal strips 3 mm thick and 4 meters high, fixed to metal poles 7 cm * 7 cm thick with a thickness of 2 mm (2 columns) and metal strips with a thickness of 3 mm and a width of 31 cm, including all metal sectors, connections, paints and everything necessary to complete the work, according to the approved sample and instructions Supervising engineer	24	M2			توريد وتركيب مظلة من الشرايح المعدنية سمك 3 ملم بارتفاع 4 متر ، مثبتة بأعمدة معدنية 7* 7 سم بسمك 2 ملم (2 اعمدة) وشرايح معدنية بسمك 3 ملم وعرض 31سم شاملا جميع القطاعات المعدنية والوصلات والدهانات وكل ما يلزم لنهو العمل وذلك حسب العينة المعتمدة وتعليمات المهندس المشرف	5.5
5.6	Supplying and installing PVC windows gray color, according to the approved sample. The price includes all that is necessary for the work to complete, accordance to the technical principles and instructions of the supervising engineer.	45.5	M2			توريد وتركيب شبابيك من PVC لون رضاصي لزوم دورات المياه من عينة معتمدة والسعر شامل كل مايلزم لنهو العمل وذلك طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.6
5.7	Supply and installation of Stainless Steel handrails for stairs, including installation, and everything necessary to complete the work according to the approved sample and technical principles and the instructions of the supervising engineer.	9	Lin.m			توريد وتركيب درابزين لزوم السلام من الستيل شاملا التثبيت وجميع الخردوات وكل مايلزم لنهو العمل حسب العينة المعتمدة طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.7
5.8	Supply and installation of suspended ceiling from almuinum panels (60x60) cm, as approved sample and according to technical specifications and engineer instructions.	420	M2			توريد وتركيب الأسقف معلقة من شرايح الألومنيوم (60*60 سم)من العينة المعتمدة، وذلك طبقا للاصول الفنية وتعليمات المهندس المشرف.	5.8
	Sub-Total						
6	Water and Sanitation works					اعمال المياه وتصريف مياه الامطار	6

6.1	Supply and installation of 2 " P.P.R pipes, including fittings, and all necessary work in accordance with the technical specifications and instructions of the supervising engineer.	18	Lin.m		توريد وتركيب مواسير P.P.R بقطر 2 بوصة شاملاً الوصلات وما يلزم لنهوه العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.1
6.2	Supply and installation of 1 " P.P.R pipes, including fittings, and all necessary work in accordance with the technical specifications and instructions of the supervising engineer.	120	Lin.m		توريد وتركيب مواسير P.P.R بقطر 1 بوصة شاملاً الوصلات وما يلزم لنهوه العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.2
6.3		18	Lin.m		توريد وتركيب مواسير P.P.R بقطر 3/4 بوصة شاملاً الوصلات وما يلزم لنهوه العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.3
6.4	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.	60	Lin.m		توريد وتركيب مواسير P.P.R بقطر 0.5 بوصة شاملاً الوصلات وما يلزم لنهوه العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.4
6.5	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, for bathrooms, and all necessary to finish the work as required, according to technical specifications and instructions of the supervising engineer .	7	No		توريد وتركيب سيفون أرضي من النوع الممتاز، شاملاً الغطاء على أن يكون من الحديد المطلي بمادة الكروم ومن طليتين بمقاس لا يقل عن 15 × 15 سم، لزوم الحمامات وكل مايلزم لنهوه العمل بالشكل المطلوب، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.5
6.6	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 .	38	Lin.m		توريد وتركيب مواسير P.V.C قطر 1.5 بوصة وضغط 10 بار، شاملاً كل مايلزم لنهوه العمل، لزوم خط تصريف مياه المجاري، وطبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.6
6.7	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 specifications and instructions of the supervising engineer.	45	Lin.m		توريد وتركيب مواسير مصنوعة من P.V.C وبقطر 4 بوصة وضغط 10 بار، لزوم الصرف وتصريف مياه الأمطار، والسعر شاملاً الوصلات وكل ما يلزم لنهوه العمل وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.7
6.8	Supply and installation of pipes made of P.V.C with a diameter of 6 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 specifications and instructions of the supervising engineer.	16	Lin.m		توريد وتركيب مواسير مصنوعة من P.V.C وبقطر 6 بوصة وضغط 10 بار، لزوم تصريف مياه المجاري، والسعر شاملاً الوصلات وكل ما يلزم لنهوه العمل وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.8
6.9	Supply and work of a complete inspection room, measuring 80 × 80 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.	6	No		توريد وعمل غرفة تفتيش كاملة مجاميعه، بقياس 80×80سم، وبعمق 1متر شاملاً غطاء من الزهر لا يقل وزنه عن 70 كجم، وذلك طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.9
6.10	Supply and installation of water locking valves for P.P.R pipes with diameters 1/2, 3/4, 1, 2 inch, according to the approved sample, technical procedures and the instructions of the engineer.	16	No		توريد وتركيب محابس لففل المياه لمواسير P.P.R بأقطار 1/2، 3/4، 1، 2 بوصة، طبقاً للعينه المعتمدة والأصول الفنية وتعليمات المهندس الشرف.	6.10
6.11	Supply and installation of an Italian electrical water heater with a capacity of at least 80 liters of an excellent type, including switch and connections and 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 المفتاح والتوصيلات مايلزم لنهوه العمل وذلك حسب العينة المعتمدة وطبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.11

6.12	Supply and installation of hand wash basins (hanging), 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.	6	No			توريد وتركيب أحواض غسيل الأيدي (المعلقة)، من النوع الممتاز كاملاً معجميعه مع السيفون والخلاط وكل مايلزم لنهو العمل، بالشكل المطلوب، وذلك حسب العينة المعتمدة وطبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.12
6.13	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.	4	No			توريد وتركيب مراحيض افرنجي من النوع الممتاز كاملة معجميعه مع السيفون وصندوق الطرد، بسعة 10 لتر على الأقل و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.13
6.14	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 specifications and the instructions of the supervising engineer.	1	No			توريد وتركيب حوض غسيل أواني من نوع ستيل ممتاز، شاملاً الخلاط والسيفون، وكل مايلزم لنهو العمل بالشكل المطلوب، وذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.14
6.15	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	15	No			توريد وتركيب شطافة من نوع ممتاز مصنوعة من النحاس المطلية بمادة الكروم، لزوم الحمامات، و ذلك حسب العينة المعتمدة و طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.15
6.16	Supplying and installing excellent roof drains to drain rainwater. The price includes drainage pipes and everything needed to complete the work in accordance with the technical principles and instructions of the supervising engineer.	6	No			توريد وتركيب جرجوريات بالسطح من النوع الممتاز وذلك لتصريف مياه الأمطار والسعر شامل انابيب التصريف وكل مايلزم لنهو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.16
6.17	Supply and installation of a water tank capacity of 3 cubic meters of P.V.C material including mechanical buoy and all necessary for the completion of work in accordance with the technical regulations and instructions of the supervising engineer.	1	No			توريد وتركيب خزان مياه سعة 3 متر مكعب من مادة P.V.C شاملاً العوامة ميكانيكية وكل مايلزم لنهو العمل طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.17
6.18	Supply and installation of guiding signs painted by golden color according to the approved sample.for the Entrances and halls , according to the supervising engineer's instructions.	20	No			توريد وتركيب لوحات الإرشادية المطلية باللون الذهبي حسب العينة المعتمدة لزوم المداخل والقاعات حسب العينة المعتمدة وتعليمات المهندس المشرف .	6.18
6.19	Supply and installing mirrors for toilets, and installation accordance to the technical principles and instructions of the supervising engineer>	6	M2			توريد وتركيب مرايا لزوم دورات المياه وتركب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.19
6. 20	Supply and installation of water pump power 1 hp excellent type, from a certified sample installed in accordance with technical regulations and instructions of the supervising engineer.	1	No			توريد وتركيب مضخة مياه قوة1 حصان نوع ممتاز، من عينة معتمدة تركيب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6. 20
6.21	Supply and installation of water pump power 2 hp excellent type, from a certified sample installed in accordance with technical regulations and instructions of the supervising engineer.	1	No			توريد وتركيب مضخة مياه قوة2 حصان نوع ممتاز، من عينة معتمدة تركيب طبقاً للأصول الفنية وتعليمات المهندس المشرف.	6.21
6.23	Supply and implementation of a fixed irrigation network to cover all the green area consisting of polyethylene pipes according to the required diameters in full accessories with control switches and self-propelled sprinklers from the bottom to up and vice versa and watered according to the required angle according to the approved quality.	400	M2			توريد و تنفيذ شبكة ري ثابتة لتغطية جميع المساحة الخضراء مكونة من مواسير بولي ايثيلين حسب الاقطار المطلوبة بكامل ملحقاتها مع مفاتيح التحكم و رشاشات ذاتية الحركة من اسفل لأعلى و العكس و تروي حسب الزاوية المطلوبة حسب النوعية المعتمدة .	6.23
	Sub-Total						

7	اعمال العزل						7	waterproofing works
7.1	توريد وعمل طبقة عازلة للرطوبة من مادة البيتومين (رول) حسب العينة المعتمدة وذلك للأسطح سمك 4 ملم مع عمل وزارة لانتقل عن 15 سم(بدون علاوة نظير ذلك) طبقا للمواصفات الفنية وتعليمات المهندس المشرف.					M2	430	Supplying and work a waterproofing layer of bitumen material (roll) according to the approved sample for roofs with a thickness of 4 mm, with skirting of no less than 30 cm (without a corresponding premium) accordance to the technical specifications, and the instructions of the supervising engineer.
7.2	توريد وعمل طبقة عازلة من البيتومين الساخن لزوم دهان القواعد و السملات و رقاب الأعمدة طبقاً للأصول الفنية وتعليمات المهندس المشرف.					M2	280	Supplying and making an insulating layer of hot bitumen to paint the bases, screeds and column , accordance with the technical principles and the instructions of the supervising engineer.
								Sub-Total
8	الاعمال الكهربائية							Electrical works
8.1	توريد وتركيب لوحة انارة (led) ذات جودة عالية مربعة لزوم السقف المعلق مقاس 60*60سم, 48 وات وفقا للعينة المعتمدة من المهندس تحت الرمز (L1) في الخرائط التصميمية					No	53	Supply and install a high-quality LED panel 600mm x 600mm square suspended ceiling lighting 48 watt according to the approval sample by Engineer.Under the code (L1) in design drawing.
8.2	توريد وتركيب سيوت لايت (led) ذات جودة عالية لزوم السقف المعلق بقطر 217 مم وقدره 21 وات وفقا للعينة المعتمدة من المهندس تحت الرمز (L2) في الخرائط التصميمية					No	15	Supply and install a high-quality LED Spotlight 21Watt, 217mm Diameter according to the approval sample by Engineer.Under the code (L2) in design drawing.
8.3	توريد وتركيب سيوت لايت (led) ذات جودة عالية لزوم السقف المعلق بقطر 85 مم وقدره 6 وات وفقا للعينة المعتمدة من المهندس تحت الرمز (L3) في الخرائط التصميمية					No	12	Supply and install a high-quality LED Spotlight 6 Watt, 85 mm Diameter according to the approval sample by Engineer.Under the code (L3) in design drawing.
8.4	توريد وتركيب سيوت لايت (led) ذات جودة عالية تثبت على السقف سطحيًا بدرجة حماية IP65 ويفطر 200 مم وقدره 19 وات وفقا للعينة المعتمدة من المهندس تحت الرمز (L4) في الخرائط التصميمية					No	3	Supply and install a high-quality LED Surface-mounted LED 19 WATT Downlight IP65, 200 mm Diameter according to the approval sample by Engineer.Under the code (L4) in design drawing.
8.5	توريد وتركيب سيوت لايت (led) ذات جودة عالية تثبت على السقف سطحيًا بمقاس 200 مم X 600 مم وقدره 24 وات وفقا للعينة المعتمدة من المهندس تحت الرمز (L5) في الخرائط التصميمية					No	2	Supply and install a high-quality LED Surface-mounted LED Panel 200mm X 600mm 24 WATT according to the approval sample by Engineer.Under the code (L5) in design drawing.
8.6	توريد وتركيب دائرة إضاءة مكونة من أسلاك نحاسية معزولة 3 × 2.5 مم 2 (بني ، أزرق ، أصفر / أخضر) مسحوبة داخل مواسير PVC بما في ذلك قطع الحوائط ، ودفعن الآتابيب داخل الجدار أو الممتدة فوق الاسقف المعلقة ويشمل صناديق التجميع وكابل 3 PVC × 2.5 مم 2 المد على حاملة الكوابل والواصل من لوحة التوزيع الرئيسية إلى أول علبة ربط للدوائر الكهربائية التالية:							Supply and install a lighting circuit consisting of insulated copper wires 3x2.5mm ² (Brown. Blue, Yellow/Green) drawn inside PVC conduits including cutting wall, conduit burial or extended over suspended ceilings in conduits including junction boxes and PVC cable (3x2.5mm ²) laid on cable tray from main distribution panel to first junction box for following electrical circuits:
8.6.1	لدائرة انارة لمخرج واحد و مفتاح فردي واحد.					No	2	For a lighting circuit of one light point one gang - one way switch
8.6.2	لدائرة إنارة لمخرجين ومفتاح فردي.					No	4	For a lighting circuit of two light points one gang - one way switch
8.6.3	لدائرة إنارة لثلاث مخارج ومفتاح فردي.					No	1	For a lighting circuit of three light points one gang - one way switch
8.6.4	لدائرة إنارة لأربع مخارج ومفتاح زوجي					No	10	For a lighting circuit of four light points two gang - one way switch
8.6.5	لدائرة إنارة لستة مخارج ومفتاح زوجي					No	3	For a lighting circuit of six light points two gang - one way switch
8.6.6	لدائرة إنارة لسبعة مخارج ومفتاح زوجي					No	1	For a lighting circuit of seven light points two gang - one way switch

8.6.7	For a lighting circuit eight light points two gang - one way switch	1	No			لدائرة إنارة لثمانية مخارج ومفتاح زوجي	8.6.7
8.6.8	For a lighting circuit of two light points one gang - two way switch for staircase lighting units	1	No			لدائرة انارة لمخرج واحد و مفتاح ديفيتوري(تبادلي)لفردى لزوم انارة الدرج	8.6.8
8.7	Supply and install 6 meter height lighting poles made of hot galvanized iron for Parking Area, made of hot-dip galvanized iron, with a 200-watt LED lighting unit with a degree of protection IP65. The work includes excavation and laying cables 4x2.5 mm ² , installing a photocell, and everything necessary to complete the work according to the design drawings and the instructions of the supervising engineer.	6	No			توريد وتركيب أعمدة انارة ارتفاع 6 متر مصنوعة من الحديد المجلفن على الساخن و بوحدة انارة ليد بقوة 200 وات وبدرجة حماية IP65 والعمل يشمل الحفر ومد الكوابل 4x2.5mm ² , تركيب خلية ضوئية وكل مايلزم لنهو العمل حسب الخرائط التصميمية وتعليمات المهندس المشرف	8.7
8.8	Supply and install a Power Socket outlet consisting of insulated copper wires 3x4mm ² (Brown, Blue, Yellow/Green) drawn inside PVC conduits including cutting wall, conduit burial or extended over suspended ceilings in conduits including junction boxes and PVC cable (4x2.5mm ²) laid on cable tray from main distribution panel to first junction box for following electrical circuits:					توريد وتركيب مخرج بريرة مكونة من أسلاك نحاسية معزولة 4 × 3 مم ² (بني ، أزرق ، أصفر / أخضر) مسحونة داخل مواسير PVC بما في ذلك قطع الحوائط ، ودفن الأنابيب داخل الجدار أو الممتدة فوق الاسقف المعلقة ويشمل صناديق التجميع وكابل PVC (4 × 3 مم ²) الممد على حاملة الكوابل والواصل من لوحة التوزيع الرئيسية إلى أول علية ربط للدوائر الكهربائية التالية:	8.8
8.8.1	Complete single socket outlet 2P+E, 16 A	28	No			بريرة فردية 16الأمبير كاملة بوصلة القطب الأرضي (. مجوفة حرارية)	8.8.1
8.8.2	Complete weather proof outdoor single socket outlet 2P+E, 16 A.	1	No			بريرة فردية خارجية مضادة للرطوبة 16 الأمبير كاملة بوصلة القطب الأرضي (. مجوفة حرارية)	8.8.2
8.8.3	Complete double socket outlet 2P+E, 16 A	21	No			بريرة زوجية 16 الأمبير كاملة بوصلة القطب الأرضي (. مجوفة حرارية)	8.8.3
8.9	Supply and install a Power Socket outlet consisting of cable 3x4mm ² laid on cable tray and then drawn inside PVC conduits including cutting wall, conduit burial for water heater:	2	No			توريد وتركيب مخرج بريرة مجوفة 16 الأمبير كاملة بوصلة القطب الأرضي وتشمل كابل PVC (3 × 4 مم) ممددة على حاملة كوابل ومن بعد مسحوب داخل مواسير PVC ويشمل قطع الحائط ودفن الانابيب وذلك لتغذية سخان المياه.	8.9
8.10	Supply and install power outlet circuit consisting of cable 3x4mm ² laid on cable tray and then drawn inside PVC conduits including cutting wall, conduit burial for split unit air conditioners	3	No			توريد وتركيب دائرة مخرج طاقة تتكون من كبل 4 × 3 مم 2 موضوعة على حاملة الكوابل ثم يتم سحبه داخل مواسير PVC ويشمل قطع الحائط ودفن الانابيب وذلك لتغذية مكيفات الهواء.	8.10
8.11	Supply and install power outlet circuit consisting of cable 3x2.5mm ² laid on cable tray and then drawn inside PVC conduits including cutting wall, conduit burial for split unit air conditioners	11	No			توريد وتركيب دائرة مخرج طاقة تتكون من كبل 3 × 2.5 مم 2 موضوعة على حاملة الكوابل ثم يتم سحبه داخل مواسير PVC ويشمل قطع الحائط ودفن الانابيب وذلك لتغذية مكيفات الهواء.	8.11
8.12	Supply and install power outlet circuit consisting of cable 3x2.5mm ² laid on cable tray and then drawn inside PVC conduits including cutting wall, conduit burial for hand dryer.	1	No			توريد وتركيب دائرة مخرج طاقة تتكون من كبل 3 × 2.5 مم 2 موضوعة على حاملة الكوابل ثم يتم سحبه داخل مواسير PVC ويشمل قطع الحائط ودفن الانابيب وذلك لتغذية عدد 2 مجفف الأيدي.	8.12
8.13	Supply and install power outlet circuit consisting of cable 3x2.5mm ² laid on cable tray and then drawn inside PVC conduits including excavation and back filling for water pump.	1	No			توريد وتركيب دائرة مخرج طاقة تتكون من كبل 3 × 2.5 مم 2 موضوعة على حاملة الكوابل ثم يتم سحبه داخل مواسير PVC ويشمل أعمال الحفر والردم وذلك لتغذية مضخة المياه.	8.13
8.14	Supply and install a SAT outlet socket consisting of high-quality Coaxial Cable with sold copper conductor , PVC outer jacket and shielded with bare copper braiding 75Ohm laid on a cable tray and then drawn inside PVC conduits from the socket outlet to the SATallate on the roof.	2	No			توريد وتركيب مخرج SAT يتكون من كبل متحد المحور عالي الجودة ذو موصل داخلي من النحاس الصلب ، وعازل من البولي إيثيلين وموصل خارجي من النحاس الشبكي مقاومة 75 أوم ممد على حاملة الكوابل ثم يتم سحبه داخل قنوات PVC وذلك من مخرج SAT إلى ستالايت على السطح.	8.14
8.15	Supply, install and test electrical cables 4x16 mm ² made of copper insulated with a plastic compound with high insulation, such as polyvinyl chloride (PVC) or polyethylene (XLPE), voltage of 600/1000 volts. The price includes excavation, laying cable termination and connection.	150	Lin.m			توريد وتركيب واختيار الكابلات الكهربائية 4x16 مم ² مصنوعة من النحاس المعزول بمركب بلاستيكي ذو عزل عالي ، مثل البولي فينيل كلوريد (PVC) أو البولي إيثيلين (XLPE) ، بجهد 600/1000 فولت. يشمل السعر أعمال الحفر ومد الكوابل وربطها.	8.15
8.16	Supply and install 1x16 mm ² copper conductor for earthing system according to drawings and technical specifications.	30	Lin.m			توريد و تركيب سلك نحاسي غير معزول (عازي) 1x16 mm ² لزوم الأرضي حسب الرسومات و المواصفات الفنية	8.16
8.17	Supply and install hot dip galvanized cable tray width 200 mm for main installations of low voltage cables includes cable tray accessories and all necessary to finish the work according to specifications :	50	Lin.m			توريد وتركيب حاملة كوابل مجلفنة بالغمس الساخن مقاس 200 مم لزوم الكوابل الكهربائية جهد منخفض بما في ذلك جميع الملحقات وكل ما يلزم لإنهاء العمل حسب تعليمات المهندس المشرف.	8.17
8.18	Supply and install hot dip galvanized cable tray width 100 mm for main installations of low current cables includes cable tray accessories and all necessary to finish the work according to specifications :	45	Lin.m			توريد وتركيب حاملة كوابل مجلفنة بالغمس الساخن مقاس 100 مم لزوم منظومات التيار المنخفض بما في ذلك جميع الملحقات وكل ما يلزم لإنهاء العمل حسب تعليمات المهندس المشرف.	8.18
8.19	Supply and installation of the recessed distribution panel, metal frame, and door with the main MCCB breaker (3Px40A) and circuit breakers according to the single line diagram Panel GFBD1, including fuses, pilot lamps, busbars, terminal connections, and all other items necessary to complete the work according to approved shop drawings and samples.	1	L.S			توريد وتركيب لوحة التوزيع داخلية من إطار وياح معدني مع قاطع رئيسي مقولب (Circuit breaker) (3Px40A) وقواطع الدارة (Moulded Case Circuit Breaker) (3Px40A) وفقاً لمخطط الخط الأحادي لوحة GFBD1 ، بما في ذلك الفيوزات ، المصابيح الإشارة ، قضبان التوصيل ، الوصلات وجميع العناصر الأخرى اللازمة لإتمام العمل وفق المخططات والعينات المعتمدة.	8.19

8.20	Supply and installation of the recessed distribution panel, metal frame, and door with the main MCCB breaker(Moulded Case Circuit Breaker) (3P×63A) and circuit breakers according to the single line diagram Panel GFB02, including fuses, pilot lamps, busbars, terminal connections, and all other items necessary to complete the work according to approved shop drawings and samples.	1	L.S		توريد وتركيب لوحة التوزيع داخلية من إطار وياح معدني مع قاطع رئيسي مقولب (Circuit breaker) (Moulded Case Circuit Breaker) (3P×63A) وفق المخطط الخط الأحادي لوحة GFB01 ، بما في ذلك الفيوزات ، المصابيح الإشارة ، قضبان التوصيل ، الوصلات وجميع العناصر الأخرى اللازمة لإتمام العمل وفق المخططات والعينات المعتمدة.	8.20	
8.21	Supply and install complete earthing system including copper earth rods and earthing copper wires to connect to main distribution boards, providing earthing resistance according to electrical specifications and work includes all necessary to complete the work according to instructions of the supervising engineer.	1	L.S		توريد وتركيب نظام أرضي متكامل شاملا قضبان النحاس وسلك النحاس اللازم للتواصل بـ لوحات التوزيع الرئيسية على أن تكون المقاومة الناتجة حسب المواصفات الكهربائية وكل مايلزم لنهو العمل وحسب تعليمات المهندس المشرف.	8.21	
	Sub-Total						
9	Fire Alarm System				منظومة إنذار ضد الحريق	9	
9.1	Supply and install, testing and commissioning conventional fire alarm system, 2 zones, according to the following specifications:				توريد وتركيب واختبار منظومة إنذار ضد الحريق من النوع التقليدي conventional fire alarm system,2 zones حسب المواصفات التالية:	9.1	
9.1.1	Flexible Fire Alarm Copper Cable – 2×1 mm² – 500V – 105°C – Screened, junction boxes, PVC conduits, complete installation according to the drawing.	160	Lin.m		كابل انذار حريق نحاس شعر 1*2 مم² شيلد – 500V – 105°C ،صناديق التجميع انابيب بي في سي شامل كل التمديدات حسب الخرائط.	9.1.1	
9.1.2	Optical smoke detector with built-in isolator	22	No		كاشف الدخان البصري مع عازل بوليت	9.1.2	
9.1.3	Heat Detector	1	No		كاشف حرارة	9.1.3	
9.1.4	Manual call points	2	No		نقاط المناداة اليدوية	9.1.4	
9.1.5	Indoor sounder with strobe	2	No		جرس داخلي مع اضاءة تنبيه	9.1.5	
9.1.6	Outdoor door sounder with strobe	1	No		جرس خارجي مع اضاءة تنبيه	9.1.6	
9.1.7	Conventional Control panel 2 zones with LED board indicator	1	No		لوحة تحكم تقليدية منطقتين مع مؤشر لوحة ليد	9.1.7	
9.1.8	7.2 Ah backup battery	2	No		بطارية احتياطية 7.2 أمبير ساعة	9.1.8	
9.2	Supply and installation of fire-extinguisher of 6 Kg weights, the work includes installation on wall.	9	EA		توريد وتركيب أسطوانات لإطفاء الحريق نوع بودر وزن 6 كيلو والعمل يشمل التثبيت .	9.2	
	Sub-Total						
10	CCTV and DATA system				منظومة كاميرات المراقبة وشبكة الحاسوب	10	
10.1	Supply and install CCTV and DATA system according to the following specifications:				توريد وتركيب منظومة كاميرات مراقبة CCTV حسب المواصفات التالية:	10.1	
10.1.1	Cat 6 cables, PVC pipes, Junction boxes and all necessities to finish the work according to the drawings and the instructions of the supervising engineer.	880	Lin.m		كابلات Cat6 ، مواسير PVC وصناديق التجميع وكل ما يلزم لإنهاء العمل حسب المخططات وتعليمات المهندس المشرف	10.1.1	
10.1.2	Indoor fixed camera IP mini dome camera 1/3" 5Megapixel progressive CMOS, H.264+ & H.264 dual-stream encoding 25/30fps@2M(1920×1080) WDR(120dB), Day/Night(ICR), 3DNR, AWB, AGC, BLC Multiple network monitoring: Web viewer, CMS(DSS/PSS) & DMSS,Max IR LEDs Length 30m IP67, IK10,PoE	5	No		كاميرا IP مصغرة داخلية ثابتة الكاميرا على شكل قبة 1/3" 5ميجابكسل CMOS ، H.264 + CMOS ، H.264 & H.264 ثنائي الدفق ترميز 25/30 إطارا في الثانية @ 2M (1920 × 1080) WDR (120 ديسبل) ، نهاري / ليل (ICR) ، 3DNR ، AWB ، AGC ، BLC مراقبة الشبكة المتعددة: عارض الويب ، CMS (DSS / PSS) و DMSS ، الحد الأقصى لمصابيح الأشعة تحت الحمراء اليد بطول 30 متر IP67 ، IK10 ، PoE	10.1.2	

10.1.3	Outdoor security camera IP mini dome camera 1/3" 5Megapixel progressive CMOS, H.264+ & H.264 dual-stream encoding 25/30fps@2M(1920x1080)	2	No			كاميرا IP مصغرة مراقبة ثابتة الكاميرا على شكل قبة 1/3" 5ميجابكسل CMOS+ H.264 & H.264 ثنائي الدفق ترميز 25/30 إطارًا في الثانية @ 2M (1920 × 1080) مراقبة الحركة (H.264+ H.264) تسجيل فيديو شبكي بدقة 1080 بكسل ، FPS30 ، قناة ، هارديسك داخلي 6 تيرا بايت ، DVD+RW ، مخرج ، HD MI	10.1.3
10.1.4	Network video recorder at 1080P, 30 FPS , 16 channels , internal HD 6 terra byte , HD MI output built in DVD +RW	1	No				10.1.4
10.1.5	Supply and install 43-inch 4K TV for CCTV System	1	No			توريد وتركيب تلفزيون 43 بوصة 4K لنظام كاميرات المراقبة	10.1.5
10.1.6	Supply and installation of Computer Outlets RJ 45 , CAT 6 , single , with required fascia plate and flush mounting GI boxes	22	No			توريد وتركيب منافذ الكمبيوتر RJ 45 ، CAT 6 ، فردية،	10.1.6
10.1.7	Supply and Installation of 24-ports, rack mounted, , CAT 6a RJ-45 patch panel for Data .	2	No			توريد وتركيب موزع شبكة الحاسوب 24 منفذًا مثبتًا على الرف CAT 6 RJ-45	10.1.7
10.1.8	Supply and installation of wireless access point and all necessities to finish the work	4	No			توريد وتركيب نقطة وصول لاسلكية وكافة المستلزمات لإنهاء العمل	10.1.8
	Sub-Total						
11	Acs system					منظومة تكييف	11
11.1	Supply and install an Inverter AC Split Air conditioner unit from approved sample according to following Cooling Capacity					توريد وتركيب مكيفات هواء قطعتين محرك انفرتر من عينة معتمدة حسب النوعية والقوة المطلوبة .	11.1
11.1.1	9,000 BTU	11	No			جهاز تكييف 9000 وحدة	11.1.1
11.1.2	12,000 BTU	3	No			جهاز تكييف 12000 وحدة	11.1.2
11.1.3	18,000 BTU	1	No			جهاز تكييف 18000 وحدة	11.1.3
	Sub-Total						
	Total COST in USD						
NOTES/(In Arabic)							
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.	



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address*

House No _____
Street Name _____
ZIP/Postal Code* _____
City* _____
Region* _____
Country* _____

Contact Information

Company Tel/Mobile: _____ Contact Person: _____
Company Email: _____ Contact Person Position: _____
Company Website: _____

Industry Category*: ☐ 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

Business Type*: ☐ Direct Producer/Manufacturing
☐ Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* ☐ Yes ☐ No

Disability-inclusive* ☐ Yes ☐ Not applicable

Women-owned/controlled* ☐ At least 51% women-owned/controlled
☐ Less than 51% women-owned/controlled
☐ Not applicable

Notes
All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
Vendor Name - should match IDs or registration documents.
If there is insufficient space, please use the Other information section

Product Categories (check all applicable)*

<input type="checkbox"/> Agriculture, Livestock and Fisheries	<input type="checkbox"/> Fuels and Derivatives	<input type="checkbox"/> Legal and Investigation	<input type="checkbox"/> Power Supply and Electric
<input type="checkbox"/> Chemicals	<input type="checkbox"/> Furniture	<input type="checkbox"/> Logistics and Warehousing	<input type="checkbox"/> Quality Control and Environment
<input type="checkbox"/> Clothing and Luggage	<input type="checkbox"/> Hospitality, Events	<input type="checkbox"/> Media and Printing	<input type="checkbox"/> Security
<input type="checkbox"/> Construction	<input type="checkbox"/> Insurances	<input type="checkbox"/> Medical, Drugs and Pharma	<input type="checkbox"/> Social and Humanitarian Services
<input type="checkbox"/> Consultancy and Contracted Services	<input type="checkbox"/> IT and Communications	<input type="checkbox"/> NFIs - Household and Camps	<input type="checkbox"/> Tickets
<input type="checkbox"/> Finance and Administration	<input type="checkbox"/> Land and Buildings	<input type="checkbox"/> Office Equipment and Supply	<input type="checkbox"/> Tools and Machinery
<input type="checkbox"/> Food and Beverage	<input type="checkbox"/> Learning, Training and Recreation	<input type="checkbox"/> Personal Care	<input type="checkbox"/> Vehicles and Accessories

UNGM No. _____

UN Partner Portal Reference _____

Registration Date _____

<https://www.ungm.org/UNUser/Home>

<https://www.unpartnerportal.org>

Main Country of Operations (dd-mm-yyyy)

Licensing Auth./Type _____ License No.: _____ Reg. Date: _____ Expiry Date: _____
For additional licenses, please use the Other Information Section dd-mm-yyyy dd-mm-yyyy

Partner Entities (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 _____

Other Information:



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

Position/Title

Signature

Date



Code of Conduct for Suppliers

Field Procurement Unit
Manila Administrative Centre, Manila Philippines

IOM is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of IOM's expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

IOM procurement ethics focuses on **zero tolerance on corruption, avoiding any form conflict of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with IOM.

Policy on Corruption and Position on Conflict of Interest

IOM expects all contracted suppliers and companies seeking to sell goods or services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer to any IOM Staff money, goods or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption;
- Shall not directly or indirectly, offer, give or agree or promise to give to any IOM staff any gratuity for the benefit of/or at the direction or request of any Staff of IOM;
- To immediately inform the IOM Head of Office in the event that any Staff of IOM solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with IOM. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

IOM expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/ services to IOM;
- It will not act in concert with other suppliers or agents when participating in a bid;



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**Field Procurement Unit
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- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from IOM has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting on behalf of them (with approval of IOM).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, IOM expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide IOM's representatives with access to relevant records, upon IOM's request;
- Allow IOM's representatives to conduct interviews with the supplier's employees and with management separately;
- Allow IOM's representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from IOM's representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

IOM has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behavior or possible violation of the Code of Conduct, the Supplier is encouraged and should contact IOM Field Procurement Unit at email address fpu@iom.int or at:

IOM Manila Administrative Centre
Field Procurement Unit
28th Floor Citibank Tower
8741 Paseo de Roxas, Makati City 1226, Philippines



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IOM will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation. IOM will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be treated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions available to be imposed on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions;
- Disclosure of nature of breach to all IOM subsidiaries and associate companies;
- Immediate termination of contract, without recourse;

Acknowledgment and Acceptance, to be submitted together with VIS(Vendor Information Sheet)

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____
Address: _____
Representative: _____
Signature: _____
Date: _____