



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

**REQUEST FOR QUOTATION (RFQ)
AND
GENERAL INSTRUCTION TO CONTRACTORS (GIC)**

To : Eligible Contractors
Project : WASH Rehabilitation works at Mersa Della Disembarkation Point
Ref. No.: RFQ-LY22-206
Date : 31/05/2022

The International Organization for Migration (**IOM**) is an intergovernmental organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

In the framework of IOM-IBM/SAR activity in Libya for WASH Rehabilitation works at Mersa Della DP, IOM invites interested eligible Contractors to submit Quotations for the WASH Rehabilitation works at Mersa Della DP as per the attached Annex B.

Kindly note relevant details below:

1. **Site visit** is scheduled on sunday, 12/06/2022 at: 10:00, for the site visit is mandatory and failure to attend will be ground for disqualification and for any technical queries, please get in touch with Engineer:
Engr. SAEID Tahir – 092 616 91 44
- Deadline of RFQ : 16/06/2022
- Bid offer currency: USD
- Submission of bid: by email (signed and stamped) to iomlibyaproposal@iom.int

IOM reserves the right to accept or reject any quotations, and to cancel the procurement process and reject all quotations at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM's action.

Very truly yours,
IOM LIBYA PROCUREMENT

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

GENERAL INSTRUCTION TO CONTRACTORS (GIC)

1. Description of Works

IOM request prospective Contractors to submit quotation for the implementation of *WASH Rehabilitation works at Mersa Della Disembarkation Point*

2. Corrupt, Fraudulent and Coercive Practices

IOM requires that all IOM Staff, contractors, manufacturers, suppliers or distributors, observe the highest stand of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by contractors, or where applicable terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more contractors designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

A contractor found to have a conflicting interest to another contractor or in relation with the Procurement Entity shall be disqualified from participating in a tender. A contractor may be considered to have conflicting interest under any of the circumstances set forth below:

- A Contractor has controlling shareholders in common with another contractor;
- A Contractor receives or has received any direct or indirect subsidy from another Contractor;

- A Contractor has the same representative as that of another Contractor for purpose of this quotation;
- A Contractor has a relationship, directly or through their parties, that puts them in a position to have access to information about or influence on the Quotation of another or influence the decision of the Mission/procuring Entity regarding this Quotation process;
- A Contractor who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the quotation.

4. Eligible Contractor

Only Contractors that are determined eligible shall be considered for award. The Contractor shall fill up and submit the standard IOM **Vendor Information Sheet (VIS) (Annex C)** to establish the Contractor's eligibility together with the Quotation. To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria

- annual volume of construction work of at least
- experience as prime contractor in the construction of at least *Two* works of a nature and complexity equivalent to the Works over the last *three* years, to comply with this requirement, cost of works cited should be at least equivalent to of the estimated project cost and should be at least 70 percent complete;
- proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information;
- a Contract Manager with *Five* years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, is no less than .

5. Cost of Quotation Preparation

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

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

The documents and forms requested for the purpose of soliciting Quotations shall form part of the Contract; hence care should be taken in completing these documents.

Contractors shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Contractors requiring any clarifications on the content of this document may notify the IOM through email iomlibyaproposal@iom.int on or before **16 June 2022**.

IOM will respond to any request for clarification received on or before *3 days prior submission*. Copies of the response including description of the clarification will be given to all Contractors through [IOM Libya Website](#), without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Contractor in connection with this General Instruction is to be treated as strictly confidential. The Contractor shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Contractor is successful.

8. IOM's Right to Accept any Quotation and to Reject any and all Quotations

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all quotations submitted, at any time prior to award of contract, with out thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the ground for the IOM's action.

9. Requirements

9.1 Quotation Documents

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

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

- 7.) Pro forma Contract (Annex G)

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

Failing to provide documents may cause Contractor's proposal to be declared as ineligible.

9.2 Quotation Form

The Quotation Form (Annex A) and other required documents shall be duly signed and accomplished electronically. Any correction made to the prices, rates or to any other information shall be rewritten in electronically or indelible ink and initialed by the person signing the Quotation Form.

The language of the Quotations shall be *in English*, and prices shall be quoted in *USD*, exclusive of VAT.

Prices quoted by the Contractor shall be fixed during the Contractor's performance of the contract and shall not be subjected to price escalation and variation on any account, unless otherwise approved by IOM. A submitted Quotation with an adjustable price quotation will be treated as non-responsive and will be rejected.

9.3 Validity of Quotation Price

Quotation shall remain valid for *45 calendar days* after the deadline for quotation submission

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

9.4 Documents Establishing Contractor's Eligibility and Qualification

The Contractor shall furnish, as part of its quotation, documents establishing the Contractor's eligibility to submit quotation and its qualifications to perform the contract if its quotation is accepted. The IOM's standard Vendors Information Sheet shall be used for this purpose (Annex C). The documentary evidence of the Contractor's qualifications to perform the contract if its quotation is accepted shall be established to IOM's satisfaction:

- (a) that the Contractor has the financial and technical capacity and track record necessary to perform the contract;
- (b) that the Contractor meets other qualification criteria.

10. Submission of Quotations

Quotation must be submitted electronically supported with the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to *IOM Libya Proposal at iomlibyaproposal@iom.int*

Quotation shall be submitted by email to the above address on or before **16/06/2022**. Late Quotations will not be accepted.

11. Opening of Quotations

The opening of Quotations shall be carried out by IOM Procurement Team. IOM Libya Procurement Team will share only the technical proposal of the contactors who attended the site visit for technical evaluation.

12. Acceptance of Quotations

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

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Quotation is not presented in accordance with this General Instruction;
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed;
- (c) The Contractor is currently under list of blacklisted Contractors;
- (d) The Contractor has either rejected or not completed any IOM projects in accordance with the IOM minimum requirements or in expected timeframe;
- (e) the Contractor offer imposes certain basic conditions unacceptable to IOM; and
- (f) Contractors do not attend the mandatory site visit.

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

14. Evaluation of Quotations

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

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Contractors technical and financial capacity to perform the Contract
- (c) Compliance with construction schedule and viable methodology offered.
- (d) Compliance with technical specifications.
- (e) Contractors' availability and capacity of equipments;
- (f) Price

Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Contractor does not accept the correction of the errors, its Quotation will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Contractor's technical and financial capability to perform the contract. IOM shall verify and

validate any documents/information submitted and shall conduct ocular inspection of the office, plant and equipment and previous projects.

16. Award of Contract

The Contractor that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IOM shall notify the selected Contractor through a Notice of Award. IOM shall also notify in writing, the other Contractors who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The works shall be done in **Mersa Della DP.**

The Works must be completed within *agreed timeframe and works shall start* as soon as possible after receipt of the Notice of Award (NoA).

18. Liquidated Damages

If the Contractor fails to deliver the works within the completion period specified in Clause 17 above, a penalty payment of 0.1% of the cost of unfinished Works for every day of breach of completion schedule will be requested.

19. Payment

Payment shall be made only upon IOM's acceptance of the Works, and upon IOM's receipt of invoice.

20. Retention Money

There will be retention of 5% of each payment, as security for the quality of workmanship, conformance with plans and specifications, and third-party liabilities. Notwithstanding the provisions of the Contract, the 5% retention shall be released after the Contractor has complied with the requirements of the Certificate of Final Acceptance and the warranty period.

21. Settlement of Dispute

The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules will apply for any dispute, controversy or claim that will arise in relation to the procurement process.

QUOTATION FORM

Date : _____

To : _____

Having examined the General Instruction for the Construction of *[insert description of works]*., the receipt of which is hereby duly acknowledge, I, representing *[name of company]*. offer to execute the requested works in conformity with the General Instruction for the total Lump Sum amount of *[total bid amount in words and figures and currencies]* in accordance with the Priced Bill of Quantities which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the Works in accordance with the Bill of Quantities, delivery schedule, plans and specifications.

I agree to abide by this Quotation for the Validity Period specified in the General Instruction which may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the General Instruction.

Dated this _____ day of _____ 2022.

[signature over printed name] *[in the capacity of]*

Duly authorized to sign Quotation for and on behalf of
_____ *[name of company]*



International Organization for Migration (IOM)
The UN Migration Agency

BOQ- WASH Activities for Marsa Della DP - LCG

Date: May 17, 2022

Location: Azawia

| Item | Description | الوحدة Unit | الكمية Qty | السعر Unit Price (USD) | المبلغ الاجمالي Total Price (USD) | الوصف |
|------|--|----------------|---------------|---------------------------------|---|--|
| 1 | <p>Maintenance of the bathrooms, the work includes:</p> <ul style="list-style-type: none"> Supply and installation of four water mixers for washbasin. Supply and installation of three bidets. Replacing of two damaged flushing for toilets. Replacing of three damaged shower sets. Replacing of damaged lights units (lamps). | L.S | 1 | | | <p>بالمقنونة / صيانة دورات المياه القائمة والعمل يشمل :-</p> <ul style="list-style-type: none"> توريد وتركيب خلاطات مياه لزوم حوض غسل الايدي بجميع ملحقاته العدد(4). توريد وتركيب شطافة العدد (3). توريد وتركيب صندوق طرد لزوم المراحيض والعمل يشمل ازالة الصندوق القديم بعدد (2). توريد واستبدال خلاط الاستحمام (الدوش) بجميع ملحقاته العدد (3). توريد واستبدال وحدات إنارة التالفة (مصابيح) . |
| 2 | <p>Supply & installation of water pump of 1.0 HP to pumping water for the site, the work includes installation automatic control, connection to water system & electric network.</p> | EA | 1 | | | <p>بالعدد/ وريد وتركيب مضخة مياه بقوة 1.0HP لزوم ضخ المياه للنقطة ويشمل العمل تركيب وحدة التحكم في ضغط المياه والتوصيل بشبكة المياه والكهرباء.</p> |
| 3 | <p>Maintenance the clinic, the work as below:</p> <ul style="list-style-type: none"> Replacing damaged lighting units. Supply and installation of locks for PVC door including all required accessories. Supply and installation of a chrome water mixer, bidet, and shower mixer. Supply and installation of a ventilation fan with a size of 25*25 cm. Supply and installation of two air conditioner (12BTU). | L.S | 1 | | | <p>صيانة مبنى العيادة والعمل يشمل الاتي:</p> <ul style="list-style-type: none"> استبدال وحدات الانارة التالفة. توريد وتركيب قفل باب (PVC) مع جميع الاكسسوارات المطلوبة. توريد وتركيب خلاط مياه و شطافة وخلط دوش من الكروم. توريد وتركيب مروحة (شفاط) بمقاس 25*25سم. توريد وتركيب مكيف هواء (12BTU) بعدد (2). |
| 4 | <p>Maintenance of the operation unit, the work as follows:</p> <ul style="list-style-type: none"> Replacing damaged lighting units. Implementation of an electrical network for the entire unit (wires - plugs - switches etc.). Supply and installation of PVC door with all required accessories. Repair one window. Supply and installation of PVC window (1.0*1.0)m. Supply and installation of two air conditioner (12BTU). | L.S | 1 | | | <p>صيانة مبنى العمليات والعمل كالاتي:</p> <ul style="list-style-type: none"> استبدال وحدات الانارة التالفة. تنفيذ شبكة كهرباء لكامل الوحدة (اسلاك - قوابس - مفاتيح... الخ). توريد وتركيب باب (PVC) مع جميع الاكسسوارات المطلوبة. اصلاح وصيانة النافذة. توريد وتركيب نافذة مقاس (1.0*1.0)م. توريد وتركيب مكيف هواء (12BTU) بعدد (2). |
| 5 | <p>Treatment the leakage in the slab of prefab units, the work includes:</p> <ul style="list-style-type: none"> Clean the roof from dirt and soil. Repair of drain gutters. Supply and installation of galvanized sheets (0.60) mm thick on the roof. | M2 | 110 | | | <p>بالمتر المربع / معالجة تسرب المياه من اسقف الوحدات الجاهزة والعمل يشمل:</p> <ul style="list-style-type: none"> تنظيف السقف من الاوساخ والتربة. الكشف واصلاح مزاريب تصريف المياه. توريد وتركيب الواح من الصاج المجلفن بسمك (0.60)مم وتثبيته بشكل جيد. |
| 6 | <p>Supply and installation of fire-extinguisher of 12Kg weights, the work includes installation on wall.</p> | EA | 5 | | | <p>بالعدد/ وريد وتركيب أسطوانات لإطفاء الحريق نوع بودر وزن 12 كيلو والعمل يشمل التثبيت .</p> |

Mandatory Site Visit is Required to be Qualified for Tender

Annex C



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*:

| | |
|---|--|
| <input type="checkbox"/> 0100 - Commercial Vendors <input type="checkbox"/> 0200 - National CSOs <input type="checkbox"/> 0300 - National Government Entities <input type="checkbox"/> 0400 - International CSOs | <input type="checkbox"/> 0500 - International Organizations - Non-UN <input type="checkbox"/> 0600 - UN entities <input type="checkbox"/> 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"/> Chemicals <input type="checkbox"/> Clothing and Luggage <input type="checkbox"/> Construction <input type="checkbox"/> Consultancy and Contracted Services <input type="checkbox"/> Finance and Administration <input type="checkbox"/> Food and Beverage | <input type="checkbox"/> Fuels and Derivatives <input type="checkbox"/> Furniture <input type="checkbox"/> Hospitality, Events <input type="checkbox"/> Insurances <input type="checkbox"/> IT and Communications <input type="checkbox"/> Land and Buildings <input type="checkbox"/> Learning, Training and Recreation | <input type="checkbox"/> Legal and Investigation <input type="checkbox"/> Logistics and Warehousing <input type="checkbox"/> Media and Printing <input type="checkbox"/> Medical, Drugs and Pharma <input type="checkbox"/> NFIs – Household and Camps <input type="checkbox"/> Office Equipment and Supply <input type="checkbox"/> Personal Care | <input type="checkbox"/> Power Supply and Electric <input type="checkbox"/> Quality Control and Environment <input type="checkbox"/> Security <input type="checkbox"/> Social and Humanitarian Services <input type="checkbox"/> Tickets <input type="checkbox"/> Tools and Machinery <input type="checkbox"/> Vehicles and Accessories |
|--|--|--|---|

UNGM No. _____ <https://www.ungm.org/UNUser/Home>
UN Partner Portal Reference _____ <https://www.unpartnerportal.org>
Registration Date _____ *Main Country of Operations (dd-mmm-yyyy)*

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

REQUIREMENTS CHECK LIST

Please submit the following documents together with the Information Sheet:

| No | Document | For IOM use only | |
|----|--|------------------|----------------|
| | | Submitted | Not Applicable |
| 1 | Company Profile (including the names of owners, key officers, technical personnel) | | |
| 2 | Company's Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any. | | |
| 3 | Certificate of Registration from host country's Security & Exchange Commission or similar government agency/department/ministry | | |
| 4 | Valid Government Permits/Licenses | | |
| 5 | Audited Financial Statements for the last 3 years* | | |
| 6 | Certificates from the Principals (e.g. Manufacturer's Authorization, Certificate of Exclusive Distributorship, Any certificate for the purpose, indicating name, complete address and contact details) | | |
| 7 | Catalogues/Brochures | | |
| 8 | List of Plants/Warehouse/Service Facilities | | |
| 9 | List of Offices/Distribution Centers/Service Centers | | |
| 10 | Quality and Safety Standard Document / ISO 9001 | | |
| 11 | List of all contracts entered into for the last 3 years (indicate whether completed or ongoing) * | | |
| 12 | Certification that Non-performance of contract did not occur within the last 3 years prior to application for evaluation based on all information on fully settled disputes or litigation | | |
| 13 | For Construction Projects: List of machines & equipment (<i>include brand, capacity and indication if the equipment are owned or leased by the Contractor</i>) | | |

* For Competitive Biddings, number of years may increase depending on the estimated contract amount.

** Indicate if an item is not applicable. Failure to provide any of the documents mentioned above will result in automatic "failed" rating.

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

Received by:

Signature

Signature

Printed Name

Printed Name

Position/Title

Position/Title

Date

Date

FOR IOM USE ONLY

Purchasing Organization _____
Account Group _____

Industry 001 002 003

where 001 - Transportation related to movement of migrants
002 - Goods (e.g. supplies, materials, tools)
003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

CONSTRUCTION SCHEDULE

| Act.No. | Activity Name | Duration in Weeks or Months | | | | | | | |
|-------------------------------------|---------------|-----------------------------|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
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| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| | | | | | | | | | |
| Manpower Allocation & Descriptions | | | | | | | | | |
| Equipment Allocation & Descriptions | | | | | | | | | |

The Contractor may use extra pages to furnish additional information or may use other acceptable format to illustrate the construction schedule.

Contractors authorized signature over printed name

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

| Name | Position | Yrs. w/ the Firm | Qualificatio n | Largest Cost of Project Handled | Years of Experienced On said Position |
|-------------|-----------------|-----------------------------|---------------------------|--|--|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Attached CV if not yet attached at the eligibility documents submitted.

We hereby certify that the above key supervisory staff is available for use in the execution of the contract.

 Contractors authorized signature over printed name

EQUIPMENT SCHEDULE
(to be used for the proposed project)

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

Indicate if it is owned or to be leased.

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

Contractors authorized signature over printed name

*****This is a template Contract for Construction Works and may need to be modified according to the specific requirements of the Mission. As per IOM policy, all Contracts must be reviewed/approved by Legal Services prior to signing.***

*****If subcontracting, please check the donor agreement for any donor requirement regarding a subcontract. (i.e. use of donor's logo, reporting requirements, anti-corruption clause or any particular provision to be inserted in a subcontract etc.)***

FPU.SF 19.19

| |
|--|
| IOM office-specific Ref. No.: XXXXX IOM Project code: XXXXX LEG Approval/Checklist Code: XXXXX |
|--|

Construction Contract

This Contract is entered into between the **International Organization for Migration (“IOM” or “the Organization”)** of [address] and [name of company] (the “Contractor”) of [address], in [country] on [date].

1. Introduction and Integral Documents

1.1 The Organization intends to engage the services of [company's name] for the construction [name of project and project code/ WBS Element] located at [address] (the “Works”). The Works are what the Contract requires the Contractor to construct, install and turn over to IOM, as defined in the plans, specifications and BoQ).

1.2 The following documents form part of this Contract and are attached as Annexes: [add/delete as necessary]

- A) Detailed Instruction to Bidders dated [insert date], with annexed Scope of Work, Technical Specifications, Drawings, and General Conditions of Tender;
- B) Bid Form including Contractor's firm and final proposal/bid dated [insert date], with detailed Bill of Quantities (BoQ) and unit cost;
- C) Approved Work Schedule;
- D) Accepted Notice of Award (NoA);

E) Payment Schedule.

- 1.3 Any other Project documentation, agreed and signed by both Parties during the implementation of this Contract, shall form part of this Contract.
- 1.4 All correspondence, instructions, notes and other communications relating in any way to the performance of this Contract will be in the English language. The English language version of the Contract will at all times be the version of the Contract which binds the Parties. Translations of the Contract 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 Contract, 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 Contract shall be addressed to the Organization's designated Chief of Mission/ Contract signatory.

2. Scope of Work

- 2.1 The Contractor shall furnish all the necessary materials, tools and equipment, labor, supervision, and other services, for the satisfactory and timely completion of the Works in accordance with this Contract.
- 2.2 Only the Organization may approve any changes, modifications, deviations, and substitutions, in the Scope of Work in accordance with Article 7 (Work Variation).
- 2.3 The Organization 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 shall be [currency] [insert figure] (insert amount of money in words + currency 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 Contract.
- 3.2 The Contract Price and unit prices as outlined in Annex B shall be binding and shall not be altered in any event. The Contract Price will be modified only in cases of Organization-approved work variations and Organization-supplied materials as outlined in Articles 2.2 and 2.3 of this Contract and shall be reflected in writing.
- 3.3 The liability of the Organization 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 Contract, inflation or currency devaluation, if any.

4. Manner of Payment

- 4.1 Payments for Works will be done in installments in accordance with the Payment Schedule at Annex E.
- 4.2 Contractor's Progress Claims shall be submitted to and certified by Organization's appointed Project Manager who will verify the value of the work 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:
- 4.2.1 Updated Financial Statement of the Project;
 - 4.2.2 Statement of Completed Works;
 - 4.2.3 Progress Photos; and
 - 4.2.4 Contractor's Sales Invoice.
- 4.3 Within seven (7) 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 Project Claim(s). Evaluated and approved Progress Claims shall be due and payable within ten (10) working days from date of approval of Progress Claim. During this period of evaluation and processing of payments, the Contractor shall continue progress of the work in accordance with the Approved Work Schedule.
- 4.4 Any progress payment/s made by the Organization does not imply nor signify acceptance of any portion of the accomplished work and does not waive the Organization's right to enforce Contractor's warranty as provided in this Contract, nor to enforce penalties for delay.
- 4.5 The Contractor can only submit the final Progress Claim as per the Payment Schedule when the Contractor has satisfactorily completed and submitted:
- 4.5.1 All works, including Work Variation Orders, as stipulated in the Annexed documents;
 - 4.5.2 Rectification of all reported non-conforming works;
 - 4.5.3 Completed demobilization and clean-up of site;
 - 4.5.4 Applicable materials and work test certificate/s;
 - 4.5.5 Approval duly signed by the Project Manager and by 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;
 - 4.5.6 Applicable warranty certificate as per Article 15 of this Contract.
- 4.6 A Certificate of Provisional Acceptance of the Work shall be issued by the Organization when each of the requirements under Article 4.5 have been fulfilled to its satisfaction.
- 4.7 A Certificate of Final Acceptance shall be issued by the Organization twelve months after the date a Certificate of Provisional Acceptance of the Work 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 the Organization to ensure commencement of the Work on [\[date\]](#) and completion and turn-over of the Work to the Organization by [\[date\]](#).
- 5.2 Where the Contractor is unable to complete the Work by the date specified in 5.1, the Contractor may request a time extension in writing explaining the reasons for the delay.
- 5.3 The Organization shall not approve requests for time extension for reasons such as but not limited to:
- 5.3.1 Project location, conditions and restrictions identified during time of tender and award of the Contract;

- 5.3.2 Normal weather and climatic conditions prevailing at site location;
 - 5.3.3 Logistics, implementation, coordination problems and other reasons within the control of the Contractor;
 - 5.3.4 Financial, operational and labor difficulties of the Contractor or any of its sub-Contractor/s or supplier/s;
 - 5.3.5 Any required rectification of non-conforming work items;
 - 5.3.6 Nature and condition of terrain.
- 5.4 The Organization may approve Contractor's request for time extension caused by any of the following:
- 5.4.1 Force Majeure as described in Article 26;
 - 5.4.2 Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
 - 5.4.3 Organization's failure to make timely payments;
 - 5.4.4 The requested extension shall not exceed the duration of the work stoppage or delay caused by the foregoing.
- 5.5 If the Organization does not approve the requested extension, the Contractor shall be liable to the Organization for liquidated damages equivalent to one-tenth of one percent (0.1%) of the total Contract Price for each day of delay until the whole Works are completed and accepted by the Organization.

6. **Work Schedule**

- 6.1 Within the timeframe specified in the NoA and no later than the date of signature of this Contract, the Contractor shall submit to IOM a Work Schedule showing the order and timing for all the activities in the Works.
- 6.2 The Contractor shall submit an updated Work Schedule as and when requested by the Organization or its Project Manager.
- 6.3 The Contractor shall notify the Organization/Project Manager of any proposed change in the Work Schedule. Any change shall be subject to prior written approval by the Organization. The Contractor shall also submit to the Project Manager for approval a revised schedule within seven (7) calendar days from the date of proposing the change.
- 6.4 If at any time the Organization deems that Contractor's actual progress is inadequate to meet the requirements of this Contract, the Organization may notify the Contractor to take such steps as may be necessary to improve its progress. If after a reasonable period, as determined by the Organization, the Contractor still does not improve its performance, the Organization may require an increase in Contractor's labor 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 the Organization.
- 6.5 If at any time the Contractor's labour force is inactive due to unpaid wages, the Contractor shall be liable to the Organization for liquidated damages equivalent to one-tenth of one percent (0.1%) of the total Contract Price for each day of work stoppage until the entire labour force resumes work on the Project. This penalty shall be applied independently of any other sanction or penalty allowed for in this Contract.

7. Work Variation

- 7.1 At any time during the implementation and execution of this Project, the Organization reserves the right to request any alteration in any aspect of the work, as deemed necessary or appropriate by the Organization 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 duly approved and signed by the Organization or its authorized representative. The Contractor shall immediately implement any Work Variation Order issued by the Organization.
- 7.3 All variations shall be included in an updated Work Schedule.
- 7.4 If any work in the Variation 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. The Organization 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 Contract, furnish the Organization with an Unconditional Bank Guarantee in the amount equivalent to *[percentage]* of the Contract Price.
- 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 the Organization 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 Contract until the date of the provisional acceptance as per Article 4.6.

9. Performance Security (applicable where the contract price is over USD 250,000)

- 9.1 The Contractor shall, within the timeframe specified in the NoA, furnish the Organization with a Performance Bond in the amount equivalent to ten percent (10%) of the Contract Price, to be issued by a reputable bank or surety company in a form acceptable to IOM.
- 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 Contract.
- 9.3 The amount of the Performance Bond shall not be construed as the limit of the Contractor's liability to the Organization in any event.
- 9.4 The Performance Bond shall be effective from the date of commencement of works until the date of final acceptance as per Article 4.7.

10. Retention

An amount equivalent to ten percent (5%) of the Contract Price shall be retained by the Organization 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 months from the date of issuance of the Certificate of Provisional Acceptance as per Article 4.6.

11. Contractor's Responsibility

- 11.1 All Government permits and licenses required for the execution of the Works under this Contract 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 the Organization 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 Contract until its final acceptance by the Organization as per Article 4.7. 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, the Organization has the right to proceed against the Performance Bond or Bank Guarantee or to use the 10% retention, 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 Contract including but not limited to any accident or injury of any of its employees or sub-contractors during the term of this Contract, 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, regulations of any Government authority in connection with the Project.
- 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 Contract. 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 Work

- 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 Organization'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. *Assignment of Contract and Subcontract*

13.1 The Contractor shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Contractor without approval in writing by the Organization may be cause for termination of the Contract.

13.2 In certain exceptional circumstances by prior written approval of the Organization, specific jobs and portions of the Work may be assigned to a subcontractor. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Contract nor shall it create any contractual relation between the subcontractor and the Organization. The Contractor remains bound and liable thereunder and it shall be directly responsible to the Organization for any faulty performance under the subcontract. The subcontractor shall have no cause of action against the Organization for any breach of the sub-contract.

14. Insurance

14.1 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 period of the duration of this Contract:

14.1.1 third party liability for any one claim or series of claims arising out of any one accident or event;

14.1.2 workmen's compensation and/or employer's liability insurance which complies with applicable legislation;

14.1.3 automobile public liability and property damage insurance; and

14.1.4 cover against loss or damage to the Works and materials during the construction.

14.2 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.

14.3 Policies and certificates of insurance are to be provided to IOM prior to the commencement of the Works.

15. Warranties

15.1 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 Contract.

15.2 The Contractor guarantees and warrants the performance and completion of the design and construction work to the full and complete satisfaction of the Organization. The Contractor remains responsible for the damages caused within **one year** from the date of Organization's provisional acceptance of the Work as per Article 4.6., 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 Contract.

- 15.3 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Contractor shall, within seven (7) calendar days from the Organization's demand, at Contractor's own cost and expense, remedy such portion of the work done by the Contractor as in the opinion or judgment of the Organization is unsound, incorrect or defective or not in accordance with the plans and specifications.
- 15.4 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 work, the Organization may terminate this Contract 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. The Organization 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 ten percent (10%) retention.
- 15.5 If any defects or imperfections are discovered by the Organization and communicated to the Contractor after provisional acceptance but prior to final acceptance of the Work 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 five (5) days of receipt of written notice from the Organization. Where the Contractor fails to act within this period, the Organization 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 Organization the cost of such repair, with interest at two (2) percent per month from the time such expenses were incurred until fully reimbursed. The Performance Bond, Bank Guarantee and the ten (10) percent retention, if not yet released at the time the said defects are found, may be used for this purpose.
- 15.6 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 the Organization's satisfaction and acceptance.
- 15.7 The above warranties survive the expiration or termination of this Contract.
- 15.8 The Contractor further warrants that:
- a) In all circumstances it shall act in the best interests of IOM;
 - b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Contract;
 - c) No official of IOM or any third party has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or award thereof;
 - d) It has not misrepresented or concealed any material facts in the procuring of this Contract;
 - 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 contracts by the IOM;
 - h) It shall abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

- i) The remuneration of the Contractor under this Contract shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the discharge of its obligations thereunder. The Contractor shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

15.9 The Contractor further warrants that:

- a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Contract. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Contract, for sexual favours or activities.
- b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.
- c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Contract do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Contract is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Contract, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Contract shall report to IOM and/or the Contractor any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Contract, or IOM personnel.
- e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Contract who is found to have committed SEA.
- f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Contract.
- g) In the event of subcontracting approved by IOM in accordance with this Contract, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

16. **No Waiver Clause**

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

17. Termination of Contract

- 17.1 The Organization may, at its option, terminate for convenience any of the work under this Contract in whole or in part, at any time by seven (7) days written notice to Contractor. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of such notice Contractor shall:
- 17.1.1 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 work that is not terminated;
 - 17.1.2 Promptly cancel upon terms satisfactory to the Organization all purchase orders, subcontracts, rentals, or any other agreement existing for the performance of the terminated work, or assign those agreements as directed by the Organization;
 - 17.1.3 Assist the Organization in the maintenance and protection of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by Organization under this Contract;
 - 17.1.4 Complete performance of such portion of the Works which are not terminated; and
 - 17.1.5 Perform other related tasks, which the Organization may reasonably instruct, in order to effect the termination of the work.
- 17.2 Upon any such termination, the Contractor shall waive any claims for damages including loss of anticipated profits on account thereof, but as the sole right and remedy of Contractor, the Organization shall pay in accordance with the following:
- 17.2.1 The Contract Price corresponding to the Works performed in accordance with this Contract prior to the date of such notice of termination;
 - 17.2.2 Costs corresponding to the portion of the work thereafter performed as specified in such notice of termination, subject to the Organization's acceptance of such work;
 - 17.2.3 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 the Organization;
 - 17.2.4 Reasonable costs incurred in demobilization and the disposition of residual material and equipment, as agreed by the Organization.

The Contractor shall submit within seven (7) 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. The Organization shall review the proposal, and negotiate an equitable adjustment in the Contract Price. Other amounts paid in advance by the Organization will be refunded by the Contractor within 7 days.

17.3 The Organization may terminate this Contract or any of the Work under this Contract at any time by immediate written notice to the Contractor, for causes which include but are not limited to:

17.3.1. Contractor's violation of the terms and conditions of this Contract;

17.3.2 Non-completion of the work within the time agreed upon or the expiration of extension agreed upon, or delayed progress of the work as stated in Article 6 or sub-standard work;

17.3.3 Institution of insolvency or receivership proceeding involving the Contractor;

17.3.4 If, in the judgment of IOM, the Contractor has engaged in corrupt or fraudulent practices in competing for and/or implementing the Contract.

The written notice shall specify whether the whole Contract is terminated, or the extent to which the performance of the Work is terminated, and the effective date of such termination. Upon receipt of such notice Contractor shall perform the tasks enumerated in 17.1. Such termination shall be without prejudice to Organization's other rights and remedies in this Contract, in law and in equity. Amounts paid in advance by the Organization will be refunded by the Contractor within 7 days from the date of the Organization's request.

17.4 Where IOM terminates this Contract under 17.3 above, all materials, plant, equipment and Works financed under this Contract shall be deemed to be the property of IOM.

18. **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 Contract. The Contractor shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction. On request, employees of the Contractor shall be available for interview.

19. **Independent Contractor**

The Contractor shall perform all Services under this Contract as an independent contractor and not as an employee, partner, or agent of the Organization.

20. **Confidentiality**

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

21. **Notices**

Any notice given pursuant to this Contract will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

[insert IOM Mission address]

[construction company's address,]

22. **Use of IOM Name**

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

23. **Status of IOM**

Nothing in this Contract affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

24. **Severability**

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

25. **Dispute Resolution**

Any dispute, controversy or claim arising out of or in relation to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding. The language of arbitration shall be English.

26. **Force Majeure**

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond

the control of the Party in question. In such event, the Party will give immediate notice in writing to the other party of the existence of such cause or event and of the likelihood of delay.

27. **Entire Contract**

This Contract 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 Contract.

28. **Final clauses**

28.1 This Contract will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Contract unless terminated earlier in accordance with Article 17.

28.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English, on *(date)* at *(place)*.

For: The International Organization
for Migration

For: *(Name of Company)*

(Name of IOM Representative)
(Position)

(Name of Representative)
(Position)