

*FPU.SF-19.03*

**REQUEST FOR QUOTATION (RFQ)**

**AND**

**GENERAL INSTRUCTION TO CONTRACTORS (GIC)[[1]](#footnote-1)**

To: **Contractors**

Project : **PROPOSED NEW BOREHOLE WORKS IN DAYNIILE JAMEECO, BANADIR**

**REGION-SOMALIA**

**Ref No: MGQ-WSH-BHDJ001**

Date:**26th May 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 **Hygiene, Water and Sanitation Program** IOM invites interested eligible

Contractors to submit. Quotations for the implementation **Proposed new borehole works in**

**Daynile District** **Jameeco Village, Banadir Region-Somalia**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Item Description** | **Qty** | **Unit** |
|  | Proposed new borehole works in Daynile District Jameeco Village,  Banadir Region Somalia  (Please refer to attached detailed Bill of Quantities (BoQ) and Designs, Drawings) | 1 | Lots |

With this RFQ is the GIC which includes Instructions to Contractors, Technical Specifications and administrative requirements that Contractors will need to follow in order to prepare and submit their quotation for consideration by IOM.

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 Somalia 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 **Proposed new borehole works**

**in Daynile District Jameeco Village, Banadir Region-Somalia**

**Corrupt, Fraudulent and Coercive Practices**

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

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

**2. 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.

**3. 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

(a) Annual volume of construction work of at least *200,000USD*

(b) Experience as prime contractor in the construction of at least *4 works* of a nature and complexity equivalent to the Works over the last *4 years*, to comply with this requirement, cost of works cited should be at least equivalent to *100%* of the estimated project cost and should be at least 70 percent complete;

(c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Qualification Information.

(d) A Contract Manager with *Five* years’ experience in works of an equivalent nature and volume, including no less than three years as Manager; and

(e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, is no less than *50%*

1. **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.

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

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

Contractors shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Contractors requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

Email address: [iomsomprocurement@iom.int](mailto:iomsomprocurement@iom.int)

IOM will respond to any request for clarification received on or before 31st May *2022.* Copies of the response including description of the clarification will be given to all Contractors who received this General Instruction, without identifying the source of the inquiry.

**7. Confidentiality and Non-Disclosure**

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

1. **IOM’s Right to Accept any Quotation and to Reject any and all Quotations**

IOM reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all quotations submitted, at any time prior to award of contract, without thereby incurring any liability to the affected Contractor or Contractors or any obligation to inform the affected Contractor or Contractors of the ground for the IOM’s action.

**9. Requirements**

* 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, CVs and Academic Certificate (Annex E)
6. Equipment Schedule Form (Annex F)
7. Declaration of conformity (Annex G)
8. The Technical Specifications and Procedures, Drilling borehole for New borehole in Banadir Region-Annex H

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

**9.2 Quotation Form**

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

The language of the Quotations shall be in *English* and prices shall be quoted in *United States Dollars (USD)*, exclusive of VAT.

Prices quoted by the Contractor shall be fixed during the Contractors 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 *Sixty (60) 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**

TheContractor shall furnish, as part of its quotation, documents establishing the Contractors’ 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:

* 1. that the Contractor has the financial and technical capacity and track record necessary to perform the contract.
  2. that the Contractor meets other qualification criteria.

**10. Submission of Quotations**

Quotation must be submitted by email to the following email address to [procurement-tenderonly@iom.int](mailto:procurement-tenderonly@iom.int) on or before 1700hrs on Saturday, 4th June 2022*.* Bidders are requested to indicate the Project title and this RFQ Ref number on the subject line of their email when submitting their applications. No bid will be attended to without clearly indicating the project title and this RFQ Ref number on the subject line of their emails and Late[[2]](#footnote-2) Quotations will not be accepted.

**Also you are required to send a separate email to** [**tsuttichote@iom.int**](mailto:tsuttichote@iom.int)**,** [**bomarkhail@iom.int**](mailto:bomarkhail@iom.int) **and** [**ppuri@iom.int**](mailto:ppuri@iom.int) **confirming that you have applied for the tender without any attachments.**

**11. Opening of Quotations**

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

**12. Acceptance of Quotations**

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

**13. Rejection of Quotations**

Quotation can be rejected for the following reasons:

(a) The Quotation is not presented in accordance with this General

Instruction.

* 1. the Quotation Form or any document which is part of the

Quotation Document is not signed.

* 1. the Contractor is currently under list of blacklisted Contractors.
  2. the Contractor offer imposes certain basic conditions unacceptable to IOM
  3. the offered price is above the approved budget.

###### 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.

1. **Evaluation of Quotations**

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

* 1. Completeness and responsiveness of the documents mentioned in 9.1
  2. Contractors technical and financial capacity to perform the Contract
  3. Compliance with construction schedule and viable methodology offered.
  4. Compliance with technical specifications.
  5. Contractors availability and capacity of equipment’s.
  6. Price

1. **Preliminary Evaluation Criteria**

|  |  |
| --- | --- |
| **Eligibility Requirement** | **Criteria** |
| Quotation Form (Annex A) – Signed and stamped | Pass/Fail |
| Bill of Quantities Form (Annex B) – Signed and stamped | Pass/Fail |
| Vendor Information Sheet Form (Annex C) | Pass/Fail |
| Construction Schedule Form (Annex D) – Signed and stamped | Pass/Fail |
| Key Supervisory Staff Schedule Form, CVs and Academic Certificate (Annex E) – Signed and stamped | Pass/Fail |
| Equipment Schedule Form (Annex F) – Signed and stamped | Pass/Fail |
| Declaration of Conformity (Annex G)-Signed and stamped | Pass/Fail |
| The Technical Specifications and Procedures, Drilling borehole for New borehole in Banadir Region-Annex H | Pass/Fail |
| Valid Company registration certificates from Federal Ministry of Public works and clearance letter from NISA and registration certificate from Benadir regional administrations | Pass/Fail |

1. **Technical evaluation**

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Score** |
| 1. **Specific experience of the contractors relevant to the assignment:** | | |
| 1. **Similar experience:** similar experience in terms of Scope of project (Construction of new water of Borehole), Cost and subject matter (i.e., Construction works, carried out on behalf of Somalia governments, LNGOs, UN and INGOs in Somalia) and with experience of geographical or local contexts | **4 or more construction works** of equivalent nature and complexity over the last4 years. Proof of pervious work is a requirement (attach previous contracts) | **Pass/Fail** |
| 1. **Adequacy of the proposed methodology and work plan in response to the technical Specifications provided on the BOQ and Design** | | |
| 1. **List of Equipment owned or hired:** The following equipment are required:   Concrete mixer  Scaffoldings  Hand tools  Crane.  Welding machine.  Note: Bidders are required to submit evidence to confirm that the listed equipment is owned or hired. | Present a list of all equipment | **Pass/Fail** |
| 1. **Program of works:** This category is based on the proposed time to complete the proposed work. Program of works will be ranked according to their closeness in time to complete the IOM proposed completion time | 2 weeks less or up to 1 week more than the IOM proposed completion time. | **Pass/Fail** |
| 1. **Key professional staff qualifications and competence for the assignment:** | | |
| 1. **Project Engineers**   Updated CV and certificates (Please provide evidence of employment) | Bachelor’s Degree in **Civil Engineering** and experience of => 4 years of similar experience | **Pass/Fail** |
| 1. **Site engineer/Foreman**   Updated CV and certificates (Please provide evidence of employment) | A site engineer with 3 years of experiences and a foreman of 6 Years of similar experience | **Pass/Fail** |
| 1. **Project manager**   Updated CV and certificates (Please provide evidence of employment) | Bachelor’s Degree in **Business administration or related course** with a minimum experience of =>4 Years of similar experience  Note: Project manager having experience in construction activities is in advantage during the evaluation | **Pass/Fail** |
| 1. **Admin Staff**   Updated CV and certificates (Please provide evidence of employment) | Bachelor’s Degree in **Business administration, finance or related course** with experience of => 4 Years of similar experience | **Pass/Fail** |

1. **Financial Evaluation**

Only companies that will pass technical evaluation will be considered for financial evaluation.

Lowest price that will meet technical evaluation criteria will be considered for award.

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

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.

Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the quoted unit rate will govern, unless in the opinion of IOM there is an obviously gross misplacement of the decimal point in the unit rate, in which case the unit rate will be corrected and the line item total respected or corrected in accordance with this paragraph, if need be. The amount stated in the bid shall be adjusted by IOM in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid will be rejected. IOM may request clarification or further information in writing from the bidders at any time during the bid process. The bidders’ responses shall not contain any changes regarding the substance (including the rates) of their proposal. IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.

1. **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[[3]](#footnote-3) 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 **Daynile District Jameeco Village, Banadir Region-Somalia**

**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.[[4]](#footnote-4)

###### IOM may grant an advance payment equivalent to maximum of *10%* of the Contract amount upon submission of a claim and a bank guarantee for the equivalent amount valid until the Works are delivered and, in the form, provided in Annex J. The bank guarantee may be waived if the advanced amount is less than USD Ten Thousand Dollars (USD10,000).

###### **20. Retention Money**

###### There will be retention of 10% of each payment, as security for the quality of workmanship, conformance with plans and specifications, and third-party liabilities. Notwithstanding the provisions of the Contract, the 10% retention shall be released after the Contractor has complied with the requirements of the Certificate of Final Acceptance and the warranty period. 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.

###### The Contractor has the option to substitute the cash retained with an acceptable Bank Guarantee of prescribed form in the same amount (Annex K).

* 1. **Settlement of Dispute**

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

**Annex A**

**QUOTATION FORM**

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Having examined the General Instruction for the *(Project title)*

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]* inaccordance 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\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Duly authorized to sign Quotation for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of company*]

**Annex B**

**BILL OF QUANTITIES FORM**

**PROJECT TITLE: Proposed new borehole works in** **Daynile District**

**Jameeco Village, Banadir Region-Somalia**

**LOCATION:** **Daynile District Jameeco Village, Banadir Region-Somalia**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| 1 | Proposed new borehole works in Daynile  District Jameeco Village, Banadir Region  Somalia  (Please refer to attached detailed Bill of Quantities (BoQ) and Designs) | 1 | Lots |  |  |
| **GRAND TOTAL** | | | |  | |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractors authorized signature over printed name

**Please refer to attached detailed bill of quantities (BOQ) and designs**

*GPSU.SF-19.6*

**Annex C**

**VENDOR INFORMATION SHEET (VIS)**

**VENDOR INFORMATION SHEET (VIS)**

Name of the Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Leased Owned Area: \_\_\_\_\_\_\_sqm

House No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Region \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Numbers/Address

Telephone Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E mail Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location of Plant/Warehouse Leased Owned Area: \_\_\_\_\_\_sqm

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Business Organization Corporation Partnership Sole Proprietorship

Business License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_ Place/Date Issued:\_\_\_\_\_\_\_\_\_\_\_\_ Expiry Date \_\_\_\_\_\_\_\_

No. of Personnel \_\_\_\_\_\_\_\_\_\_\_\_ Regular \_\_\_\_\_\_\_\_\_\_\_ Contractual/Casual \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Business/Trade

Manufacturer Authorized Dealer Information Services

Wholesaler Retailer Computer Hardware

Trader Importer Service Bureau

Site Development/ Consultancy Others \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Construction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years in business: \_\_\_\_\_\_\_\_\_

Complete Products & Services

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Payment Details

Payment Method Cash Check Bank Transfer Others

Currency Loc.Currency USD EUR Others

Terms of Payment 30 days 15 days 7 days upon receipt of invoice

Advance Payment Yes No % of the Total PO/Contract

Bank Details:

Bank Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bldg and Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Country \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Account Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Swift Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Iban Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Key Personnel & Contacts *(Authorized to sign and accept PO/Contracts & other commercial documents)*

Name Title/Position Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Companies with whom you have been dealing for the past two years with approximate value in US Dollars:

Company Name Business Value Contact Person/Tel. No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Have you ever provided products and/or services to any mission/office of IOM?

Yes No

If yes, list the department and name of the personnel to whom you provided such goods and/or services.

Name of Person Mission/Office Items Purchased

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Do you have any relative who worked with us at one time or another, or are presently employed with IOM? If yes, kindly state name and relationship.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Trade Reference

Company Contact Person Contact Number

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Banking Reference

Bank Contact Person Contact Number

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**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 *(include brand, capacity and indication if the equipment are owned or leased by the Contractor)* |  |  |

\* 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

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Position/Title Position/Title

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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

**Annex D**

**CONSTRUCTION SCHEDULE**

**Duration in Weeks or Months**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Act. No.** | **Activity Name** | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |
| Manpower Allocation & Descriptions | |  |  |  |  |  |  |  |  |
| Equipment Allocation & Descriptions | |  |  |  |  |  |  |  |  |

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractors authorized signature over printed name

**Annex E**

**KEY SUPERVISORY STAFF SCHEDULE**

*(to be assigned for the proposed project)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Position** | **Yrs. w/ the Firm** | **Qualification** | **Largest Cost**  **of Project Handled** | **Years of Experienced**  **On said Position** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
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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

**Annex F**

**EQUIPMENT SCHEDULE**

*(to be used for the proposed project)*

|  |  |  |  |
| --- | --- | --- | --- |
| **Type/description** | **Capacity** | **Age** | **Condition/Location** |
| 1 |  |  |  |
| 2 |  |  |  |
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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



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:

1. bankruptcy, insolvency or winding-up procedures;
2. breach of obligations relating to the payment of taxes or social security contributions;
3. grave professional misconduct, including misrepresentation;
4. fraud;
5. corruption;
6. conduct related to a criminal organisation;
7. money laundering or terrorist financing;
8. terrorist offences or offences linked to terrorist activities;
9. 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;
10. irregularity;
11. creating or being a shell company.

On behalf of the Supplier, I further represent and warrant that:

1. The Supplier is financially sound and duly licensed;
2. 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;
3. The Supplier complies with all applicable laws, ordinances, rules and regulations;
4. The Supplier will in all circumstances act in the best interests of IOM;
5. 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;
6. The Supplier has not misrepresented or concealed any material facts during the contracting process;
7. The Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization;
8. 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;
9. 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;
10. 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;
11. The Supplier undertakes to comply with the Code of Conduct, available at [www.iom.int/procurement](http://www.iom.int/procurement).

It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.

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.

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.

Dated this\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Duly authorized to sign for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of company*]

**Annex H**

**SPECIFICATIONS**

**The Technical Specifications and Procedures**

**Drilling borehole for New borehole in Banadir Region**

1. *LEGAL REQUIREMENTS*

The service provider should be a local Drilling and Construction company legally registered on Somalia. They should have good understanding and working relationship with the relevant line ministries, local authorities Specially Baidoa district and communities and/or other NGOs working in the area. They should have an office and organizational profile. They should have extensive experience with proof of drilling boreholes and construction of civic work in Somalia specially in South-West State areas.

The Service provider who neglects or fails to comply with any order or requirement given or imposed on these technical specifications shall be guilty of default to the contract. Pertinent issues in the schedule with respect to construction of boreholes are here below described:

1. *DRILLING SITE*

The service provider shall drill the boreholes at the exact location designated by the IOM. IOM, in collaboration with local authorities in South-West is responsible for providing all land, way-leaves and easements for the permanent works. The service provider shall liaise with the local authorities for the said permission and easements. The service provider shall be deemed to have fully informed himself as to the suitability of the roads or tracks to the sites and shall exercise due care in the use of such roads and shall make good any damage caused by their use. The service provider shall provide such temporary tracks to the actual borehole location as are necessary, with as little as possible interference with existing fences and cultivated land. Compensation for damage to crops, fences, etc will not be the *IOMs* responsibility.

1. *ENVIRONMENTAL PROTECTION OF THE SITE*

Care must be taken in the handling and storage of all drilling fluids, oils, greases and fuel on site to avoid any degradation. The service provider shall dispose of any toxic materials, drilling fluid and other additives, cuttings and discharged water in a manner approved by the drilling master so as not to create damage to public and private property.

1. *SUBMISSION OF SAMPLES*

Before incorporating in the permanent works any materials or products, which he supplies under the contract, the service provider shall submit to the IOM technical supervisor of the drilling for his approval a sample of each respective material or product and such samples shall be delivered to and kept by him for reference.

All the respective types of materials and products used in the works shall be at least equal in quality to the approved samples. Each and every sample shall be a fair average of the bulk material or of the product that it represents. The IOM supervisor technical may decide the method by which each sample to be taken from bulk shall be obtained.

1. *WORKMANSHIP*

The service provider is expected to carry out all the works as instructed by the IOM technical supervisor in a thorough and workman-like manner, and up to current professional standards. He shall carry out operations with the efficiency and dispatch in accordance with the terms of the contract and to the satisfaction of the *IOM technical supervisor*. For this purpose the service provider shall use suitable machinery and gear, and supply efficient and experienced staff.

1. *STANDARDS*

The materials used for the construction must conform to internationally recognized standards e.g. ISO Standards current at the date of tender. The service provider shall submit the standards for the materials he proposes at the time of tender.

1. *CONTRACTOR'S PLANT AND EQUIPMENT*

All machinery, equipment and materials to carry out the drilling, test pumping, well-head construction, etc. as specified in the BoQ are to be mobilized to the site. Test Pumping equipment should be independent from the drilling rig (s). At the start of the contract the IOM technical supervisor will verify the specifications and state of repair of all major items of plant. He shall have the right to order the removal and/or replacement of any plant that in his opinion is insufficient or unsatisfactory.

1. *SITE AGENT*

The service provider shall ensure that during the full construction period, a capable site agent shall be present on site.

1. *SUPERVISION OF CONTRACT*

The contract is to be supervised by the IOM appointed technical person. The technical supervisor will work closely with service provider and can be part to the service provider but report to IOM directly.

1. *BOREHOLE DEPTH AND DIAMETER*

The service provider shall drill to such depth and diameter as will be instructed by the technical supervisor appointed by IOM. The borehole will be acceptable if drilled to such depth and diameter other than instructed by the technical supervisor. The recommended borehole diameter shall be 311.15 mm.

1. *DRILLING METHOD*

The service provider may use any rotary or percussion drilling technique that he feels applicable to achieve the depth and diameters required within the time for completion specified in the contract. However, the service provider should exhibit ownership of at least 1 rotary drilling rigs and percussion drilling ring capable drilling minimum 200m deep to be eligible for this contract.

1. *SAMPLING OF CUTTINGS*

Representative, continuous samples (minimum, 250 grams) of the strata penetrated shall be collected for each 2-m interval and by whatever method that is standard for the drilling technique in use and approved by technical supervisor. Samples are not to be washed! The samples shall be put into suitable sample bags, labelled with waterproof labels with the depth interval. Geological logging will be the responsibility of the service provider and is to be carried out by his qualified Hydro-geologist.

1. *TEMPORARY CASING*

Installation and diameter of any temporary casing required for the construction of the boreholes will be left to the service provider so long as the finished product meets the borehole specifications. Cost for supply, installation and removal of temporary casing shall be borne entirely by the service provider. The service provider shall not claim any casing that is not retrievable and left in the borehole.

1. *WATER SUPPLY FOR DRILLING/DEVELOPMENT*

The service provider shall make his own arrangements for obtaining, storing, transporting and pumping of water required for drilling/development purposes, and for use by the drilling crew at their campsite. The costs for the same are deemed to be included in the BoQ rates.

1. *PLAIN AND SCREEN CASING*

The 203-mmØ OD (outer diameter) uPVC plain and screen casing shall have a minimum wall thickness of 9 mm. The collapse resistance of uPVC casing should be minimum, 6.5-kg/square metre, while that for screens shall be minimum, 3.25-kg/square metre. The screen open area shall not be less than 4% and shall have a uniform slot size of 0.5 mm. Aquifer zones shall be completely or partly lined with uPVC screen casing as decided and approved by technical supervisor. Sections of the plain and screen casing shall be provided in maximum lengths of 6 and 3 metres respectively, and joined watertight by flush threaded connections, with the joints having the same structural strength as the plain and screen casings and a sump of minimum, 0.5 metres and maximum 2 metres length. The bottom end shall be sealed with a uPVC bottom cap as shown in the standard design drawing.

* The technical supervisor in consultation with the Service provider shall provide installation details of the borehole after drilling is completed. One type of standard borehole design is given below;
* Drill 400-mmØ (diameter) to 2.0 metres depth, case at 375 mmØ (OD) with mild steel casing (wall thickness 5 mm) and cement grout for sanitary seal.
* Drill with 311-mmØ bit to final depth.
* Install 203-mmØ (OD) uPVC, (9 mm minimum wall thickness) plain and screen casings as appropriate.
* Screened sections adjacent to the aquifer zone(s) are to be gravel packed to overlap the plain casing by at least 2 metres.

The plain and screen casings must be centralized in the borehole so that a minimum annular space of 54 mm exists between the borehole wall and the casing. Suitable centralizers should be provided to allow the casings to be set correctly in the centre of the drilled bore. Along the screened sections a centralizer shall be inserted at every 3-metre interval while along the plain casing the interval shall be every 6-metre interval.

1. *VERTICALITY*

The Service provider will conduct a vertically test during and after drilling by approved methods to demonstrate that the departure from the verticality does not exceed 3 in 100 between ground level and the base of the borehole. If this departure is exceeded, the Service provider shall make the necessary corrections to the approval of the technical supervisor without additional payment. If the error cannot be corrected, drilling shall cease, and a new borehole shall be drilled at a position nearby as shall be indicated by the technical supervisor. No payment shall be made for the alternative drilling and the sealing of the abandoned borehole or for moving to the alternative point.

1. *GRAVEL PACK*

The Service provider shall supply suitable gravel pack. The gravel pack shall consist of well-rounded particles of uniform grading with 90% siliceous material and conform to the 1 – 2 mm diameter. There shall be no clay, shales, silt, fines, excessive amounts of calcareous materials and no crushed rock. The service provider shall be required to submit samples of the material prior to delivery of the supply to be analyzed.

The gravel shall be washed before installation. Sufficient amount of gravel pack shall be installed to completely cover the uppermost screen and yonder by an additional 2-metres to allow for settling. A good supply of water should be introduced with the gravel to prevent bridging. The gravel pack shall be capped with a 2-metre vertical column of clay seal to prevent any seepage that may contaminate aquifers with subsequent pollution of ground water

The annular space above the clay seal shall be back filled with inert drill-cuttings. The quantity of the gravel pack and backfill to be installed shall be measured using a suitable volumetric method as approved by the Technical supervisor.

1. *SANITARY SEAL*

To provide an effective seal to the entry of contaminants, up to 2.0-metres depth of the borehole from the surface shall be grouted using cement slurry 1.85-2.15 kg / litre. Grout is to be injected, by a method approved by the technical supervisor, into the annulus between the casing and the wall of the hole. In addition, any aquifer bearing saline or poor quality water shall also be sealed.

1. *YIELD ESTIMATE DURING DRILLING*

If rotary drilling method is used, a 90o V-notch flow measurement shall be used in the drain line so that continuous monitoring of air -lift yields can be obtained. Care should be taken to ensure that no floating debris impede the flow of water over the V-notch. The weir shall at all times be kept clear of a build up of silt and other fines. The service provider shall provide the calibration curve, to be verified and approved by the technical supervisor, for the V-notch weir. Average yields shall be read and rated at every aquifer struck and as otherwise directed by the technical supervisor.

For percussion drilling, a bailer test of at least 30 minutes duration shall be carried out for each aquifer encountered.

1. *DEVELOPMENT AND CLEANING OF BOREHOLE*

The Service provider shall carry out development and cleaning of borehole by airlifting and air jetting methods upon completion of the drilling and installation of casing and gravel pack. This shall be done to remove silts, clays and drilling fluid residues deposited on the borehole wall and adjacent portions of the aquifer during the drilling process.

If organic drilling fluids are used, they shall be broken down chemically according to the manufacturer’s recommendations before or during development. Cleaning shall be carried out by airlift pumping, airlift surging, and backwash or jetting. Clay disaggregation by means of sodium hexametaphosphate (Calgo) treatment might be necessary.

Development of boreholes shall be done by airlifting and shall be effective from the depth at which water is encountered to the bottom of the borehole. Development shall continue until the water is completely free from fine particles, as to be decided by the technical supervisor. Upon completion of development, any accumulation of material shall be removed from the bottom of the borehole by airlifting.

1. *TEST PUMPING*

Establishing Aquifer Parameters by Borehole Test Pumping

Test pumping of borehole enables measures of aquifer and Borehole parameters. The British Standard BS 6316: 1992 Code of Practice for Test Pumping of Water Wells prescribes the following elements of test pumping;

1. A period of recovery after production pumping/development;
2. A pre-test (calibration, typically 2 to 3 hours);
3. A period of recovery after pre-test
4. A step draw-down test (typically five steps, each of 2 hours duration; total 10 hours);
5. A period of recovery after step draw-down test
6. A constant discharge test (typically 48 hours); and
7. A recovery test (typically 24 hours).

Analysis of Test Results

Step drawdown test results will be analyzed to determine:

1. The turbulent pressure losses at the well face, and
2. An estimate of the aquifer's transmissivity to determine a suitable pump rate for the constant discharge test.

The constant discharge test results will be analyzed to determine:

1. Whether the aquifer is confined, unconfined or semi-confined;
2. The aquifer's transmissivity; and where measurements from an observation well are also available, the aquifer's storage coefficient.

The service provider shall perform test pumping to establish well performance and yield of the borehole. A test-pumping unit shall be provided for the testing of the borehole. The method for varying the discharge rate of the pumps used will depend on the type of the pump used. The service provider shall provide a suitable means of achieving the rate of flow specified. Test pumping should start at least 12 hours after completion of development and cleaning of the borehole. Sufficient time shall be allowed for the recovery of water levels between each type of test. This shall be at the discretion of the technical supervisor.

Discharge measurements shall be made by volumetric method or otherwise approved calibrated measuring devise. During the test pumping, the discharged water must be handled and disposed of in an appropriate manner to a point of overland drainage sufficiently far from the well to prevent recharge. The water shall be diverted over a distance of at least 100-metre from the wellhead. This condition may not be required for confined aquifers but approval to vary this distance must be obtained from the technical supervisor.

During all test-pumping operations, once the flow rate has been determined and preliminary adjustments made, the measured discharge rate shall be maintained within 5% of the required rate for the duration of the test.

Failure of the pump operation during the tests shall require abortion of the whole test and the test shall be repeated after recovery of the water level. No pay shall be made for aborted tests nor for standing time during water level recovery after aborted tests. Test pumping comprises the following activities:

1. Calibration Test: - The borehole shall be subject to calibration test to establish the approximate yield and draw down characteristics and to decide upon pumping rates for step draw down or constant discharge tests. The total duration of calibration test shall not exceed 2 hours.
2. Step draw down Test:- The step draw down test shall comprise pumping the well at three to five separate discharge rates as shall be specified by the Engineer. Each discharge rate shall be pumped for a period of one hour. The change from one pumping rate to the next shall be effected without stopping the pump, but by means of regulating a gate valve in the discharge pipe, or by any other means to be approved by the technical supervisor. The change from one step to the next shall take place in the shortest time possible.

During each step of the draw down test, water levels and discharge measurements shall be taken at appropriate time intervals as shall be instructed by the technical supervisor, while at the same time electrical conductivity (EC) readings shall be taken.

After completion of the last step, the borehole will be tested at a constant discharge for 24 hours (as explained below) after which a recovery test is to be undertaken. For very low yielding boreholes (<3 m3/h), the technical supervisor may waive the requirement of step draw down test.

Constant Discharge Test: - Separate constant discharge test for maximum duration of twenty-four (24) hours of pumping and twelve (12) hours of recovery shall be implemented at the end of the last step of the step drawdown test. The discharge rate at which the well is to be pumped shall be specified prior to the test. During the test, water level and discharge measurements shall be taken at the same time intervals as for the step draw down test.

Test pumping data from all tests conducted from the borehole shall be supplied to the technical supervisor. These will show dates, water levels, discharge rates, EC values, times of starting and stopping the pumping, change in discharge, weather and other conditions that could affect the test data.

The total duration of the tests shall not exceed 36 hours and 12 hours recovery, unless with the written instructions of the technical supervisor. No payment shall be made by the IOM for recovery after the calibration test and the step drawdown test.

1. *WATER LEVEL OBSERVATIONS*

The Service provider shall supply appropriate electric contact level gauges for measuring water levels in the boreholes to the nearest 10-millimetre at pre-determined intervals. Wellhead arrangements shall permit these gauges to be inserted and passed freely. Hereto the Service provider shall be required to install a dipping tube, minimum 19-millimetre internal diameter (ID) lowered approximately 1-metre above the pump intake or approximately 2-metres below anticipated maximum draw down level. Other methods for measuring water levels are subject to the approval by the technical suprvisor. Cost of water level observations is included in the BoQ rates for test pumping.

1. *ELECTRICAL CONDUCTIVITY MEASUREMENTS*

The Service provider shall have an operational EC meter on site to take electrical conductivity readings whenever required during drilling, development and test pumping. Costs of taking these readings are included in the rates for drilling, development and test pumping.

1. *RECORDS*

The Service provider shall keep daily activity records for each borehole. Separate records shall be supplied for borehole upon completion. The records shall contain the information as specified below.

DAILY RECORDS

Site Name;

Borehole Reference Number;

Date of Reporting;

Names of Drilling Team Staff;

Drilling Method;

Bore Diameter and depth, including diameter changes and their corresponding depths;

Depth of the Bore at the start and end of shift/working day;

Depth and size of casing at start and end of shift/working day;

Description of rocks drilled with depths of transitions encountered;

Depths of water struck levels;

Depth of main aquifer;

Estimated yield of airlift measurement when drilling and developing with air;

Time log (min/metre), for penetration rates for given type of bit and standby time due to breakdown;

Depth intervals at which each formation samples are taken;

Records of components and quantities used or added to the drilling or air;

Water level at the start of each working day;

EC measurements;

Problems encountered during drilling;

Details on installation in the borehole (if any);

Depth and description of well plain and screen casing, and

Details of work to be invoiced at hourly rates (e.g. test pumping).

A copy of the daily record shall be made available daily to the technical supervisor for signature, including any other pertinent data as may be requested by the technical supervisor.

BOREHOLE COMPLETION RECORDS

The borehole completion record should include the following.

Driller’s log;

Copy of Hydro-geological/Geophysical Survey Report

Copy of standard chemical water quality test, and

Borehole design and installation details (as-built drawing).

A copy of borehole completion record shall be made available to and approved by the technical supervisor on completion of each borehole.

1. *WATER SAMPLING*

Water samples for testing the chemical water quality will be taken by the Service provider at the end of the test pumping. The Service Provider shall take the samples to a qualified laboratory for bacteriological and chemical analyses. OM will assist and bear the cost of the analysis and related charges.

1. *CAPPING THE BOREHOLE*

During borehole construction, installation, development and test pumping, the Contractor shall use all reasonable measures to prevent entrance of foreign matter into the borehole. The Service provider shall be responsible for any objectionable materials that may fall into the borehole and any effect it may have on water quality and/or quantity until completion of works and acceptance by the technical supervisor and/or the IOM.

1. *ACCEPTANCE OF BOREHOLES*

The boreholes shall only be accepted by the technical supervisor and the IOM upon satisfactory completion of all borehole construction operations as per the technical specifications and the service provider provided borehole “passport”. IOM have the right to denied to accept the borehole if it the quality of the service are under substandard and service provider denies to improve it.

1. *LOSS OF EQUIPMENT*

Any equipment lost down a borehole must be removed or the borehole will be considered a lost bore. A replacement borehole will have to be constructed and tested at the Contractor’s expense.

1. *LOST BORE*

Should any incident to the plant, behaviour of the ground, jamming of tools or casing, or any other cause prevent the satisfactory completion of the works, a borehole shall be deemed lost and no payment shall be made for that bore or for any materials not recovered there from, nor for any time spent during drilling or while attempting to overcome problems.

In the event of a lost bore, the Service provider shall permanently seal the bore and construct a borehole immediately adjacent to the lost bore or at a site indicated by the Engineer. The option of declaring any bore lost shall rest with the service provider, subject to the approval of the technical supervisor.

The abandoned borehole shall be treated as follows.

The Service provider may salvage as much casing from the bore as possible and use it in the alternative borehole with the approval by the technical supervisor;

Salvaged materials shall be property of the service provider;

The lost bore shall be sealed by concrete, cement grout, or neat cement, and shall be placed from bottom upwards by methods that avoid segregation or dilution of materials, and

The upper two (2)-metres of the bore shall be backfilled with native topsoil. Sealing of the bore shall be done in such a manner as to avoid accidents and to prevent it from acting as a vertical conduit for transmitting contaminated surface or subsurface waters into the water bearing formations.

1. *STANDBY TIME*

In the event of delays occurring as a result of action or inaction by the technical supervisor for which the Service provider would be entitled to claim standby time, the service provider should notify the technical supervisor immediately in writing that such claims are becoming applicable.

1. *CONSTRUCTION OF WELLHEAD*

The service provider shall, on completion of each borehole, cap the top of the borehole with a 5-mm-thick mild steel blank flange. The blank flange shall be 300-mm above the ground level and be spot-welded to the 2-m long mild steel casing coated internally and externally with two coats of non-toxic bitumen or epoxy paint to the approval of the technical supervisor.

This casing shall fit neatly over the uPVC casing and be permanently grouted in at the time of completion of the borehole . Prior to, during and after the construction of the wellhead, the service provider must ensure that no debris whatsoever falls into the borehole.

1. *WELL DISINFECTION*

Disinfection of the borehole shall be carried out by the service provider before demobilization from the site. This shall be done by placing a chlorine solution into the well so that a concentration of at least 50 mg/l of available chlorine exists in all parts of the borehole at static conditions. All the borehole surfaces above the static water level shall be completely flushed with the solution. The solution shall remain in the borehole for a minimum of 2 hours before pumping the borehole to waste.

1. *CLEARING THE SITE*

On completion of each borehole, the site must be left clean and free from all debris, hydrocarbons and waste, and all pits filled to the approval of the technical supervisor. A site not delivered clean may render the borehole unacceptable.

1. *STANDARD BOREHOLE DESIGN*

Top section of 2.0-m drilled at 400-mmØ and 375-mmØ OD, 5-mm wall-thickness, mild steel temporary casing installed and grouted. Borehole drilled at 311.15-mmØ to final depth of 200m. Install 203-mmØ OD uPVC, 9-mm (minimum) wall-thickness, plain and screen casing. Screened sections adjacent to the aquifer zones at depths as instructed by the technical supervisor. In case there is a need to drill deeper more than 200 m, the service provider should request approval from the technical supervisor. The screened sections to be gravel packed and sealed on top with clay seal

ANNEX 5: Borehole “Passport”

|  |  |  |  |
| --- | --- | --- | --- |
| Client: IOM | WASH Project | | Project code: |
| Contract N°: | Execution schedule: | | GPS Coordinates: |
| Region: | District: | | Community name: |
| Borehole ID*: (code of the borehole)* | | Date of the intervention: | |
|  | |  | |
| Borehole Specification | |  | |
| Diameter of casing | |  | |
| Type of casing (metallic, UPVC) | |  | |
| Depth of borehole | |  | |
| Depth of casing | |  | |
| Level of screen(s) | |  | |
| Height of sand trap | |  | |
| Bottom cap (yes/no) | |  | |
| Completion date of drilling | |  | |
| Pump Specification | |  | |
| Pump type and brand | |  | |
| Serial No. of the cylinder | |  | |
| Serial No. of the pump stand | |  | |
| Hydrological Specification | |  | |
| Static level of water | |  | |
| Drawdown | |  | |
| Recovery time | |  | |
| Yield (liters / hour) | |  | |
| Water quality testing | | *(IOM WASH team will advise parameters to test)* | |

The document will be signed off by the entities responsible of the drilling the Client (IOM), the service provider (Contractor) and Representative of the local authorities.

**Annex I**

**LEG-C.5. CONSTRUCTIONAGREEMENT**

**Updated April 2021**

|  |  |
| --- | --- |
| 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**, an organization part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.] (hereinafter referred to as “**IOM**”), and **[Name of 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. 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. The following documents form part of this Agreement and are attached as Annexes: *[add/delete as necessary]*

1. **Annex A** - Detailed Instruction to Bidders dated [insert date*],* with annexed Scope of Work, Technical Specifications, Drawings, and General Conditions of Tender;
2. **Annex B** - Bid Form including Contractor's firm and final proposal/bid dated [insert date], with detailed Bill of Quantities (“**BoQ**”) and unit cost;
3. **Annex C** - Approved Work Schedule;
4. **Annex D** - Accepted Notice of Award (“**NoA**”);
5. **Annex E** - Payment Schedule; and
   1. Any other Project documentation, agreed and signed by both Parties during the implementation of this Agreement, shall form part of this Agreement.
   2. 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.
   3. 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.
   4. Unless otherwise advised by IOM in writing, all Project reports and other issues arising under this Agreement shall be addressed to IOM’s designated Chief of Mission / authorized Agreement signatory.
6. **Scope of Work**
   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. Only IOM may approve any changes, modifications, deviations, and substitutions, in the Scope of Work in accordance with Article 7 (“**Work Variation**”).
   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.
7. **Contract Price**
   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.
   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. 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.
8. **Manner of Payment**

4.1 The Contract Price shall be paid in accordance with the following payment schedule

1. (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:
   * 1. Drawings and Technical Documents for Permit Purposes;
     2. Approved Detailed Construction and Workings Drawings;
     3. Work Schedule;
     4. List of Sub-Contractors and Suppliers (if applicable);
     5. Unconditional Bank Guarantee equivalent to [*percentage to match advance payment]* percent of the Contract Price to guarantee the advance payment, if applicable;
     6. Performance Security if required under Article 9.
2. 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.
3. 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.
4. 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:

1. Updated Financial Statement of the Project;
2. Statement of Completed Works;
3. Progress Photos; and
4. 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:

1. All works, including Work Variation Orders, as stipulated in the annexed documents;
2. Rectification of all reported non-conforming works;
3. Completed demobilization and clean-up of site;
4. Applicable materials and work test certificate/s;
5. 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.

* 1. 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.
  2. 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.

1. **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.

* 1. IOM shall not approve requests for time extension for reasons such as but not limited to:

1. Project location, conditions and restrictions identified during time of tender and award of the Agreement;
2. Normal weather and climatic conditions prevailing at the site location;
3. Logistics, implementation, coordination problems and other reasons within the control of the Contractor;
4. Financial, operational and labor difficulties of the Contractor or any of its sub-Contractor/s or supplier/s;
5. Any required rectification of non-conforming work items; and
6. Nature and condition of terrain.
   1. 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:
      1. Force Majeure as described in Article 16;
      2. Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
      3. 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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:

1. Third party liability for any one claim or series of claims arising out of any one accident or event;
2. Workmen’s compensation and/or employer’s liability insurance which complies with applicable legislation;
3. Automobile public liability and property damage insurance; and
4. 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.

1. **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 IOM’s 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:

1. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
2. In all circumstances it shall act in the best interests of IOM;
3. 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;
4. It has not misrepresented or concealed any material facts in the procuring of this Agreement;
5. All materials used are new, legally sourced and fit for their particular purpose;
6. No asbestos or any other health hazard materials (lead paints etc.) will be used in the course of the construction;
7. The Contractor, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
8. 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.
9. 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.
10. 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.
11. 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.
    1. 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:
12. 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;
13. 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;
14. 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;
15. 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;
16. an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM’s contractual rights of access to information;
17. 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.
    1. The Contractor further warrants that it shall:
18. 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.
19. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
20. 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.
21. Ensure that the SEA provisions are included in all subcontracts.
22. 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.

1. **Assignment and Subcontracting**

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

15.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Project may be assigned to a subcontractor. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Contractor shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Contractor remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

1. **Force Majeure**

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

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

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

1. **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.

1. **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.

1. **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.

1. **Confidentiality**

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

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

1. **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]

1. **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.

1. **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 6*ter* of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

1. **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.

1. **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.

1. **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:

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 Works that is not terminated;
2. 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;
3. 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;
4. Complete performance of such portion of the Works which are not terminated; and
5. 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:

1. The Contract Price corresponding to the Works performed in accordance with this Agreement prior to the date of such notice of termination;
2. 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;
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 IOM; and
4. 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:

1. The Contractor’s violation of the terms and conditions of this Agreement;
2. 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;
3. 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;
4. Institution of insolvency or receivership proceedings involving the Contractor;
5. 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.

1. **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.

1. **Entirety**

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

1. **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.

1. **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 |  | *For and on behalf of*  [Name of Contractor] |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Name: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

\

###### **ANNEX E: PAYMENT SCHEDULE**

1. *(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:
   1. Drawings and Technical Documents for Permit Purposes;
   2. Approved Detailed Construction and Workings Drawings;
   3. Work Schedule;
   4. List of Sub-Contractors and Suppliers *(if applicable);*
   5. Unconditional Bank Guarantee equivalent to *[percentage to match advance payment]* percent of the Contract Price to guarantee the advance payment, if applicable;
   6. Performance Security if required under Article 9.

*[currency code] amount in numbers (amount in words)* shall be withheld by IOM as Retention as per Article 10 of the Agreement.

1. 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. *[currency code] amount in numbers (amount in words)* shall be withheld by IOM as Retention as per Article 10 of the Agreement.
2. 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 . [*currency code] amount in numbers (amount in words)* shall be withheld by IOM as Retention as per Article 10 of the Agreement.
3. 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

**Annex J**

## Bank Guarantee for Performance Security

To: *[name and address of IOM Mission]*

Whereas *[name and address of Contractor]* (hereinafter called “the **Contractor**”) has undertaken, in pursuance of Contract No *[contract reference number]* dated *[date]* to execute the works *[name of contract and brief description of the work]* (hereinafter called “the **Contract**”);

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor a guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee in words and in figure]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 30 days from the date of issue of the “**Certificate of Final Acceptance”.**

Signature and seal of the Guarantor

Name of Bank

Address

Date

**Annex K**

## Bank Guarantee for Advance Payment

To: *[name and address of IOM Mission]*

Contract Name: *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Contract, Article No. 4 (“Manner of Payment”) of the above-mentioned Contract, *[name and address of Contractor]* (hereinafter called “the Contractor”) shall deposit with *[name of IOM Mission]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee in words and figure]*.

We, the *[Bank]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of IOM Mission]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between *[name of IOM Mission]* and the Contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of IOM Mission]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal:

Name of Bank:

Address:

Date:

**Annex L**

## Bank Guarantee for Retention Security

To: *[insert name and address of Owner]*

*[insert Project name]*

Gentlemen:

In accordance with the provisions of the of the Contract of the above-mentioned Project, *[insert name and address of Contractor]* (hereinafter called “the **Contractor**”) shall deposit with *[name of IOM Mission]* a Bank Guarantee to guaranty the release of cash retention for the completed works in the amount of *[amount of Guarantee in figure and words].*

We, the *[name of Bank]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of IOM Mission]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding *[amount of Guarantee in figure and in words]*.

This Guarantee shall remain valid and in full effect from the date of the release of the retention money under the Contract until *[name of IOM Mission]* issue the Certificate of Final Acceptance to the Contractor.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

## 

1. This RFQ template is to be used for procurement of Works requiring a more formal selection process with cost threshold of less than USD250,000. It contains general instruction to Contractors and applicable forms which can be modified by the Mission to suit their specific requirements. [↑](#footnote-ref-1)
2. Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Contractor unopened. The date and time of submission of the quotation shall be recorded. A quotation submission log shall be prepared for the purpose. [↑](#footnote-ref-2)
3. If applicable. [↑](#footnote-ref-3)
4. Insert conditions if progress payment is allowed. [↑](#footnote-ref-4)