

*FPU.SF-19.03*

**REQUEST FOR QUOTATION (RFQ)**

**AND**

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

To : Bidder(s)

Project : *Procurement of solar panels,* *delivery, installation and commissioning of a complete, Solar PV power structure (coupled with diesel power generation) in Nasrullahi borehole project in Jalalaqsi district Hiraan region Hirshabelle state in Somalia*

Ref. No.: **SOM/19/143**

Date : 17-10-2019

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:

*Procurement of solar panels,* *delivery, installation and commissioning of a complete, Solar PV power structure (coupled with diesel power generation) in Nasrullahi borehole project in Jalalaqsi district Hiraan region Hirshabelle state in Somalia*

IOM invites interested eligible Bidders to submit Quotations for the implementation of Solar PV power structure.

**The scope of work involves the following:**

* Transport of equipment and structural parts to the sites.
* Erection of the solar panel support structure for solar panels and positioning of the solar modules on the structure with vandal proofing. Solar panels will be mounted at a height of at least 3 meters above ground level, facing the Equator direction for ample sun harvest
* Installation of the control unit, change-over switch, cable connections between pump, controller and the solar modules.
* Full testing and commissioning of completed installation with water delivered to the surface/tanks and including earth system check-up. An electronic copy of the test certification will be provided to IOM technical focal point before final payment is made.
* Training of pump attendants on the operation and maintenance of the solar System - 4 day of training at site by an approved trainer
* The system should be of high quality and designed for use in remote locations. The bidder should outline the key design elements that make the solution suitable for the environment it will be installed in.

The following are the tabulated items for bidding

|  |  |  |  |
| --- | --- | --- | --- |
| **Item No.** | **Item Description** | **Quantity** | **Unit** |
| 1 | Preliminaries | 1 | Item |
| 2 | Cost of fabricating and mounting the solar panels support structure | 1 | Item |
| 3 | Procurement, delivery & installation of solar panels | 1 | Item |

The bidder is to prepare and share a **technical proposal** which should contain the following highlighted points:

## System Planning and Design

The system must be designed and planned using computer-based tools that can closely model the irradiation, rainfall, power generated from the solar array, typical pump performance and can verify this through comparison with actually installed systems.

Planning and design should be done showing monthly pumped water outputs in line with the water requirements below.

Due to the complex nature and multiple variables involved in calculating solar system performance for every hour of a year it is deemed unrealistic to be able to do this without the use of proven computer-based modelling tools. ***This should include the proposed number of solar panels***

Project Information

## Water Requirements

The solar system should support the supply all through the seasons as the daily water consumptions.

## Water Source and Environmental Factors

When considering the design of the systems the following planning assumptions should be made. These are subject to specific site inspection but are the basis for the tender award.

|  |  |
| --- | --- |
|  | **Alfuqaan borehole** |
| GPS Location (Long. Lat. Altitude) | Lat:4’,7’,32’72, Long:45’,19’,94.1 |
| Borehole Maximum Yield (m3/h) | - |
| Current discharge rate | 1.3 lit/sec |
| Estimated Cable Length (m) | - |
| Total Dynamic Head (m) | 45m |
| Elevated water tank height | 8.5m |
| Submersible pump HP | SP8A - 18HP |
| Power of Genset (kVA) – already purchased- | 45KVA |
| Capacity of water tank (m3) | 30m3 |



# The bidder

The following are the main requirements that should be met by the bidder.

## Manufacturer backed Accreditation and Certification Program

The bidder should be part of a manufacturer’s accreditation and certification scheme which clearly sets out a program of requirements and support. The bidder must show evidence with confirmation from the manufacturer of their standing within the accreditation scheme.

## Trained Technical Staff

The bidder must have qualified and trained staff that is certifiable with the equipment manufacturer. Training must be of a level to successfully implement the project.

## Experience of Solar Pumping Solutions

The bidder must have a minimum of 5 years’ experience of designing and installing solar pumping systems. 5 years is considered the minimum amount of field experience in mechanical and electronic design and installation to provide systems with a proven reliability to meet the requirements of this tender.

The bidder must provide details of five reference projects. References will be followed up.

## Access to Spare Parts

The bidder must have access to spare parts supply with direct or indirect backing form the equipment manufacturer. Spare parts should typically be available within 5 days of payment.

## Access to Technical Support

Bidders must have access to the manufacturers design support team either directly or indirectly through an authorized distributor.

# Technical Specification

## Overall System Requirements

### Design

The system should be of high quality and designed for use in remote locations. The bidder should outline the key design elements that make the solution suitable for the environment it will be installed in.

### Life expectancy

The design life of the system must be 20 years.

System designs should eliminate the use of components with a short life, for example batteries (typical life of 3-5 years). Systems must not rely on back-up systems that introduce complex supply chain issues such as gasoline or diesel generators.

Typical component lives should be: 20 years solar generator; 7 years control equipment. All components should be subject to minimal servicing and without expensive parts.

Evidence must be provided to demonstrate that the bidder has similar systems in service for at least 10 years.

### Servicing

Recommended service intervals for each component should be stated along with parts costs, time and skill level required to service.

**Solar Generator**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service task** | **Frequency of task** | **Time of activity** | **Skill level of technician** | **Consumables items and cost** |
|  |  |  |  |  |
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**Control Equipment**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service task** | **Frequency of task** | **Time of activity** | **Skill level of technician** | **Consumables items and cost** |
|  |  |  |  |  |
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### Spare Parts

Parts should be replaceable at a low level of modularity to reduce replacement costs. For the control equipment, no single spare part should cost more than **20%** of the total system cost.

Bidder must indicate which of the following key parts are field serviceable plus the expected time and skill level required for replacement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Typical cost of unit replacement part ($ list)** | **Skill level of technician** | **Time taken** |
| Control equipment main PC board |  |  |  |

The bidder must supply a full spare parts price list that is valid for at least 12 months

Spare parts must be readily available on site within 5 days.

### Cost of ownership

To allow the cost of ownership to be calculated the following information should be provided for each of these common failure points:

|  |  |  |  |
| --- | --- | --- | --- |
| **Failure / task** | **Typical cost of unit replacement part ($ list)** | **Skill level of technician** | **Does the pump need to be removed from the well?** |
| Controller electronics failure |  |  |  |
| PV module failure |  |  |  |

### Spare Parts Package

As it is not uncommon for accidental damage / transport damage to occur through mis-handling up to 3% of the tender value will be made available for initial spares holding. The bidder must recommend the items that would be supplied in line with manufacturers recommendation.

## Solar Generator

The solar generator must be designed to provide adequate power to the system in real world conditions. Pure theoretical models must be avoided.

### Design

All bidders must use solar radiation (insolation) data from the NASA Surface meteorology and Solar Energy (SSE) group.

Solar module degradation due to solar module cell temperature rising above 25°C must be factored into the sizing result. Bidders should show what assumptions have been made in calculating the solar generator size and include this in the section below.

The solar module temperature coefficient that was used to calculate these losses must be indicated in the sizing report to allow for comparison. The calculations on hourly losses per day must be shown.

Other Solar module losses such as dirt and wiring losses must be factored into the sizing result and clearly stated in section 6.2.2.

### Loss Calculation Transparency

With changing solar radiation changes through the day and the complexity of temperature coefficients, pump performance then hourly calculations of losses must be made. As the calculations are complex and done on an hourly basis then a computer simulation is required.

Bidders must clearly show the losses that have been included in their calculations for the following:

Maximum losses calculated at noon for the peak delivery month from section 3.1 must be shown.

|  |  |
| --- | --- |
| **Loss type** | **% loss included** |
| Losses allowed for dirt on photovoltaic modules |  |
| Wiring losses |  |
| Module output degradation with cell temperatures over 25°C |  |

### Module Quality

PV modules must be approved to IEC/EN 61215 and61730 or UL 1703 certified and listed

All modules must be of a robust design and bidders should provide evidence of successful prior off grid use

## Control Equipment

Control equipment is any equipment that is used between the solar generator and the pump motor. Control equipment includes monitoring, power conversion,MPPT (Maximum PowerPoint Tracking) sensors and other equipment related to the solar pumping system.

### Design

Control equipment must:

* Provide direct solar connection as standard.
* Have the ability to add on an optional power pack if required in the future.
* provide diagnostic indicators to show status
* have provision for continuous performance measurement

### Control Equipment Quality

The control equipment must meet EN 61800-1, EN 61800-3, EN 60204-1 or internationally recognized equivalent standards

### Accessibility

Control equipment must:

* be positioned at ground level for ease of servicing, adjustment and system health diagnostics
* have an on /off switch at ground level to allow for speed control adjustment at ground level
* Not allow users to adjust speed controls without the use of tools to avoid tampering.

### Ease of Servicing

Control equipment must:

* have simple system health indicators that are user visible for trouble shooting purposes – typically of pump status, pump speed, well dry, tank full information
* Be easy to service and unit replaceable by a trained person with modest skills.

### Environmental Protection

Control equipment must be housed in a suitable enclosure of robust design for mechanical and environmental protection to a minimum of IP54 or higher

## System Performance Measurement, Monitoring and Control

System performance measurement and on-going monitoring of critical water pumping systems is required to {monitor local natural water resources} {monitor on-going water usage} {predict future community / livestock water requirements} and maximize system uptime.

### Data Capture, Storage and Display

Key running performance data should be stored for the solar pump system. Typically the performance data should include solar array performance, pump key running data and water output.

The data should be must be easily accessible from a computer or terminal. Historic data must be available for more than one year to provide seasonal comparisons.

### Alerts and Event Notification

The system should be able to provide alerts and notifications of any problems or important conditions with the solar pumping system. These alerts would include low water source, errors or alarm conditions. Alerts and notifications should be via email or SMS.

### Distant Monitoring of Solar Pumping Systems

Data regarding system performance and real-time status must be available for viewing and analysis from a distant point. The requirement is that all pump systems included in this specification can be monitored from one central office.

### Remote Control of Solar Water Pumping Systems

The system must be capable of being controlled (speed, pump on, pump off) from a remote point. This is to provide central management of water delivery. The system must have safeguards to prevent local override of any remotely set parameters.

### Rights management

The management system must have a rights management system which allows multiple roles to be defined. Certain data must not be available to certain users. The system should provide access to different pump systems for different people. For instance, a user / operator should be able to access data regarding their local pump system, a regional user should be able to see pumps that they have a responsibility for managing and a countrywide / global view should be available to project managers, sponsors or relevant governmental bodies.

**GENERAL INSTRUCTION TO BIDDERS (GIC)**

1. **Description of Works**

IOM request prospective Bidders to submit quotation for the implementation of

*Procurement of solar panels,* *delivery, installation and commissioning of a complete, Solar PV*

*power structure (coupled with diesel power generation) in Nasrullahi borehole project in*

*Jalalaqsi district Hiraan region Hirshabelle state in Somalia*

1. **Corrupt, Fraudulent and Coercive Practices**

IOM requires that all IOM Staff, bidders, 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 bidders, 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 bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
        + Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

**3. Conflict of Interest**

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

* A Bidder has controlling shareholders in common with another bidder;
* A Bidder receives or has received any direct or indirect subsidy from another Bidder;
* A Bidder has the same representative as that of another Bidder for purpose of this quotation;
* A Bidder 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 Bidder 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.

1. **Eligible Bidder**

Only Bidders that are determined eligible shall be considered for award. The Bidder shall fill up and submit the standard IOM Vendor Information Sheet (VIS) (Annex C) to establish the Bidder’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 *50,000USD*

(b) experience as prime bidder in the construction of at least *2* works of a nature and complexity equivalent to the Works over the last *2* 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 *2* 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 Bidder 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.

Bidders shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Quotation Documents. Bidders requiring any clarifications on the content of this document may notify the IOM in writing to the following email address[procurement@rmsomalia.org](mailto:procurement@rmsomalia.org)

IOM will respond to any request for clarification received on or before 24.10.2019*.* Copies of the response including description of the clarification will be given to all Bidders 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 Bidder in connection with this General Instruction is to be treated as strictly confidential. The Bidder 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 Bidder 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders 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

Bidders:

1. Quotation Form (Annex A)
2. Bill of Quantities Form (Annex B)
3. Vendor Information Sheet Form (Annex C)
4. Construction Schedule Form (Annex D)
5. Key Supervisory Staff Schedule Form (Annex E)
6. Equipment Schedule Form (Annex F)
7. Bid Security[[2]](#footnote-2) (Annex G)

8.) Pro forma Contract [[3]](#footnote-3)(Annex H)

Bidders 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 Bidder shall be fixed during the Bidders 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 (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 bidders extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing. A bidder agreeing to the request will not be required or permitted to modify its quotation.

**9.4 Documents Establishing Bidder’s Eligibility and Qualification**

TheBidder shall furnish, as part of its quotation, documents establishing the Bidders’ 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 Bidder’s qualifications to perform the contract if its quotation is accepted shall be established to IOM’s satisfaction:

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

**10. Submission of Quotations**

Quotation must be submitted through email to: [procurement@rmsomalia.org](mailto:procurement@rmsomalia.org) on or before 30.10.2019 at 1700Hrs*.*

Late[[4]](#footnote-4) Quotations will not be accepted.

**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 Bidders 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 Bidder is currently under list of blacklisted Bidders;
  2. the Bidder 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 Bidders.

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. Bidders technical and financial capacity to perform the Contract
  3. Compliance with construction schedule and viable methodology offered.
  4. Compliance with technical specifications.
  5. Bidders availability and capacity of equipment’s;
  6. Price

|  |  |
| --- | --- |
| **Eligibility Requirement** | **Criteria** |
| Quotation Form (Annex A) – Signed and stamped | Pass/Fail |
| Bill of Quantities Form (Annex B) – Signed and stamped | Pass/Fail |
| Construction Schedule Form (Annex D) – Signed and stamped | Pass/Fail |
| Key Supervisory Staff Schedule Form (Annex E) – Signed and stamped | Pass/Fail |
| Equipment Schedule Form (Annex F) – Signed and stamped | Pass/Fail |
| Valid Certificate of Registration for Hiraan Region Hirshabelle State of Somalia –Ministry of Public works | Pass/Fail |
| Audited Financial Statements for last 3 Years | Pass/Fail |

**A. Technical evaluation [Max 100 points that makes 80% of the total points]:**

|  |  |  |
| --- | --- | --- |
| **Criteria** | | **Score** |
| 1. **Specific experience of the Service Providers relevant to the assignment: [Max 30 points]** | | |
| 1. **Similar experience:** similar experience in of the Scope, Cost and subject matter (i.e. Construction works) carried out on behalf of UN and INGOs in Hiraan Region Hirshabelle State of Somalia | Bidder who has carried out **4+ construction & Solar Installation works** of equivalent nature and complexity | **30** |
| Bidder who has carried out **3 construction & Solar Installation works** of equivalent nature and complexity | 20 |
| Bidder who has carried out **2 construction & Solar Installation works** of equivalent nature and complexity | 10 |
| Bidder who has carried out **1 construction & Solar Installation works** of equivalent nature and complexity | 5 |
| 1. **Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 20 points]** | | |
| 1. **List of Equipment owned or hired:** A total of 15 Points will be awarded for Equipment at maximum of 5 points for each of the three Key construction equipment in this project:   Concrete Mixer = 5 Points  Hand tools (assorted) = 5 Points  Wielding Machine = 5 Points | Presented a list of all these three equipment | **15** |
| Presented only two out of three | 10 |
| Presented only one out of three | 5 |
| 1. **Program of works – (10 points)**   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 and the Bidder with the shortest time to complete the project will be awarded the highest points depending on IOM’s proposed completion time. | 1-5days less of IOM estimated time | **10** |
| 6-10 days less or 1-5 days more than the IOM proposed completion time | 5 |
| 11-15 days less or 6-10 days more than the IOM proposed completion time will be awarded | 3 |
| More than 16 less or 10 days more than the IOM proposed completion time | 0 |
| 1. **Key professional staff qualifications and competence for the assignment: [Max 30 points]** | | |
| 1. Qualifications and Number of years of experiences of the **Project Engineer** | Bachelor’s Degree and experience of **more than 10** Years in **Electrical Engineering** | **15** |
| Bachelor’s Degree experience of =>5 -10 Years in **Electrical Engineering** | 10 |
| Bachelor’s Degree and experience of less than 5 Years in **Electrical Engineering** | 5 |
| 1. Qualifications and Number of years of experiences of **Admin Staff** | Bachelor’s Degree and experience in **Business management or related course** of =>10 Years | **15** |
| Diploma and experience in **Business management or related course** of => 6 - 10 Years | 10 |
| Diploma and experience in **Business management or related course** of =>3-5 Years | 5 |
| 1. Qualifications and Number of years of experiences of **Foreman** | Diploma and experience in **Building and construction work** of =>10 Years | **15** |
| Diploma and experience in **Building and construction work** of => 6 - 10 Years | 10 |
| Diploma and experience in **Building and** **construction work** of =>3-5 Years | 5 |

1. **Financial Evaluation**

**Total price – 50 points**

This category is based on the proposed total price of the project. Bids will be ranked according to the most responsive price quoted for the proposed work.

Note: Any bidder below IOM budget by more than 25% will be financially disqualified and any bidder above the total IOM budget will also be financially disqualified.

**Total price** – 50 total points:

1. 50 Points will be awarded to the Bidder whose price is lower than IOM estimate by 0% to 5.5%.
2. 40 Points will be awarded to the Bidder whose price is lower than the IOM estimate by 5.6% to 10.5%
3. 25 Points will be awarded to the Bidder whose price is lower than the IOM estimate by 10.6% to 20.5%
4. 10 Points will be awarded to the Bidder whose price is lower than the IOM estimate by 20.6% to 25.0%

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 Bidder’s technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection[[5]](#footnote-5) of the office, plant and equipment and previous projects.

**16.**  **Award of Contract**

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

**17. Delivery Site and Period of Delivery**

The works shall be done in **Jalalaqs**i ***district Hiraan region, Hirshabelle state of Somalia***

***GPS*** *Lat: 4° 7’ 32.72’’ Long: 45° 19’ 94.1’’*

The Works must be completed within ***45 calendar days*** after five days upon receipt of the Notice to Proceed (NTP).

**18. Liquidated Damages**

If the Bidder 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.[[6]](#footnote-6)

###### 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 Five Thousand Dollars (USD 5,000).

###### **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 Bidder has complied with the requirements of the Certificate of Final Acceptance and the warranty period.

###### The Bidder 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 : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Having examined the General Instruction for the *Procurement of solar panels,* *delivery,*

*installation and commissioning of a complete, Solar PV power structure (coupled with*

*diesel power generation) in Nasrullahi borehole project in Jalalaqsi district Hiraan*

*region Hirshabelle state in Somalia* the receipt of which is hereby duly acknowledge, I,

representing *[name of company].*

offer to execute the requested works in conformity with the General Instruction for the

total Lump Sum amount of *[total bid amount in words and figures and currencies]* in

accordance with the Priced Bill of Quantities which is herewith attached and form part of

this Quotation.

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

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

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

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

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

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

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

Duly authorized to sign Quotation for and on behalf of

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM NO.** | **ITEM DESCRIPTION** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** |
| 1 | Preliminaries | 1 | Item |  |  |
| 2 | Cost of fabricating and mounting the solar panels support structure | 1 | Item |  |  |
| 3 | Procurement, delivery & installation of solar panels | 1 | Item |  |  |
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| **GRAND TOTAL** | | | |  | |

**Annex B**

**BILL OF QUANTITIES FORM (SUMMARY)**

**PROJECT TITLE :**

*Procurement of solar panels,* *delivery, installation and commissioning of a complete, Solar PV power structure (coupled with diesel power generation) in Nasrullahi borehole project in Jalalaqsi district Hiraan region Hirshabelle state in Somalia*

**LOCATION :** *Jalalaqsi district Hiraan region Hirshabelle state in Somalia*

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

Bidders authorized signature over printed name

**Annex C**

**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 Biddership 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, Biddership 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 Bidder)* |  |  |

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

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

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

Received by:

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

Signature Signature

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

Printed Name Printed Name

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

Position/Title Position/Title

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

Date Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**FOR IOM USE ONLY**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchasing Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Group \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Industry 001 002 003

where 001 - Transportation related to movement of migrants

002 - Goods (e.g. supplies, materials, tools)

003 - Services (e.g. professional services, consultancy, maintenance)

Vendor Type Global Local

**Annex D**

**CONSTRUCTION SCHEDULE**

**Duration in either Weeks or Months**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Act.No.** | **Activity Name** | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Manpower Allocation & Descriptions | |  |  |  |  |  |  |  |  |
| Equipment Allocation & Descriptions | |  |  |  |  |  |  |  |  |

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

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

Bidders 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 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |
| 8 |  |  |  |  |  |
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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.

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

Bidders authorized signature over printed name

**Annex F**

**EQUIPMENT SCHEDULE**

*(to be used for the proposed project)*

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

Indicate if it is owned or to be leased.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bidders authorized signature over printed name

**Annex G**

**PLANS AND SPECIFICATIONS**





TYPICAL SOLAR LAYOUT

**Annex I**

*FPU.SF 19.19*

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

CONSTRUCTION AGREEMENT

**Between**

**the International Organization for Migration**

**And**

***[Name of the Bidder]***

This Construction Agreement is entered into between the **International Organization for Migration**, Mission in *[XXX],* *[Address of the Mission*], represented by *[Name, Title of Chief of Mission etc.]* (hereinafter referred to as “**IOM**”), and *[name of company]* of *[address],* in *[country],* represented by *[Name, Title of the representative of the Bidder],* (hereinafter referred to as the “**Bidder**”). IOM and the Bidder 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 Bidder to construct, install and turn over to IOM, as defined in the plans, specifications and BoQ).

* 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 Bidder'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**”); and
5. **Annex E** - Payment Schedule.
   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.

2. **Scope of Work**

* 1. The Bidder 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.

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

4. **Manner of Payment**

4.1 Payments for the Works will be done in installments in accordance with the Payment Schedule in Annex E.

4.2 The Bidder’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 Bidder 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. Bidder's Sales Invoice.

4.3 Within 7 (seven) calendar days of Bidder’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 Bidder shall continue progress of the work in accordance with the Approved Work Schedule.

4.4 Any progress payment/s made by IOM does not imply nor signify acceptance of any portion of the accomplished work and does not waive IOM’s right to enforce the Bidder's warranty as provided in Article 14.2 of this Agreement, nor to enforce penalties for delay.

4.5 The Bidder can only submit the final Progress Claim as per the Payment Schedule when the Bidder 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 Bidder’s authorized representative that the Work is completed in accordance with drawings and specifications and in compliance with applicable laws, rules and regulations of the local and/or national government of the location where the Project is to be implemented;

4.6 A Certificate of Provisional Acceptance of completed Works shall be issued by IOM when each of the requirements under Article 4.5 have been fulfilled to its satisfaction.

4.7 A Certificate of Provisional Acceptance of terminated Works shall be issued by IOM if IOM terminates the contract in accordance with Article 25. This Certificate will indicate the Completion Rate as per Article 6.2 and the Bidder shall remain responsible for the rectification of non-conforming or defective portions of the Works in accordance with Article 14.2.

4.8 A Certificate of Final Acceptance shall be issued by IOM 12 (twelve) months after the date a Certificate of Provisional Acceptance of the completed or terminated Works is issued provided that any works required during the warranty period have been completed to its satisfaction.

5. **Completion Period**

5.1 The Bidder shall mobilize all necessary and appropriate resources and coordinate all work activities with IOM to ensure commencement of the Works on *[date]* and completion and turn-over of the Works to IOM by *[date]* (**“Completion Date”**).

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

6. **Work Schedule**

6.1 Within the timeframe specified in the NoA and no later than the date of signature of this Agreement, the Bidder 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 Bidder 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 Bidder 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 Bidder.

6.3 The Bidder shall submit an updated Work Schedule as and when requested by IOM or its Project Manager.

6.4 The Bidder 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 Bidder 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 Bidder’s actual progress is inadequate to meet the requirements of this Agreement, IOM may notify the Bidder to take such steps as may be necessary to improve its progress. If after a reasonable period, as determined by IOM, the Bidder still does not improve its performance, IOM may require an increase in Bidder’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 Bidder’s cost and without additional cost to IOM.

6.6 If at any time the Bidder’s labour force is inactive due to unpaid wages, the Bidder shall be liable to IOM for liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day of work stoppage until the entire labour force resumes work on the Project. This penalty shall be applied independently of any other sanction or penalty allowed for in this Agreement.

7. **Work Variation**

7.1 At any time during the implementation and execution of this Project, IOM reserves the right to request any alteration in any aspect of the work, as deemed necessary or appropriate by IOM in the best interest of the Project.

7.2. Alterations and/or modifications, whether additive or deductive, shall be conveyed to the Bidder in the form of a work variation order (the “**Work Variation Order**”) duly approved and signed by IOM or its authorized representative. The Bidder 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 Bidder to provide a quotation for the cost of the variation.

**10. Retention**

10.1 Upon issuance of the Certificate of Provisional Acceptance for completed Works as per Article 4.6, 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 4.7, 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 Bidder was responsible under this Agreement which are discovered within a period of 12 (twelve) months from the date of Provisional Acceptance.

10.3 The Bidder may, from the date of Provisional Acceptance and until the expiration of Retention period, request IOM to release the amount retained as per Article 10.1 or Article 10.2 by submitting an unconditional bank guarantee. Such bank guarantee shall be in a form and by a bank acceptable to IOM and in an amount and currency equal to the amount retained and effective until the expiration of Retention period..

11. **Bidder’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 Bidder.

11.2 The Bidder 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 Bidder shall assume full responsibility for the Works under this Agreement until its final acceptance by IOM as per Article 4.8. The Bidder 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-bidders. Should the Bidder 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 Bidder in the event that the amount of the Performance Bond Bank Guarantee or Retention Amount is insufficient.

11.4 The Bidder 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 Bidder 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-bidders 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 Bidder or anyone in its employment, or its subbidders.

11.6 The Bidder 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 Bidder 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 Bidder or its employees, officers, agents or subbidders, in the performance of this Agreement. IOM shall promptly notify the Bidder of any written claim, loss, or demand for which the Bidder is responsible under this clause.

12. **Inspection of Works**

12.1 IOM reserves the right for itself and its representatives to inspect the Works, while in progress, so as to give IOM the opportunity to reject the whole or any portion thereof, which in the opinion of IOM’s representative is defective or substandard.

12.2 The Bidder shall allow the Project Manager and other IOM representatives to access to the work site at any time.

13. **Insurance**

13.1 Without limiting the Bidder’s liability pursuant to Article 11 (Bidder’s Responsibility), the following insurance cover is to be provided and maintained by the Bidder 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.

**14. Warranties**

14.1 The Bidder 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 Bidder guarantees and warrants the performance and completion of the design and construction work to the full and complete satisfaction of IOM. The Bidder 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 4.6 or 4.7, on account of defects in the construction, or the use of materials of inferior quality furnished by it, or due to any violation of the terms of the Agreement.

14.3 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Bidder shall, within 7 (seven) calendar days from IOM’s demand, at Bidder’s own cost and expense, remedy such portion of the Works done by the Bidder 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 Bidder’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 Bidder shall bear all expenses arising there from or incidental thereto. IOM may require direct reimbursement for the cost of such action from the Bidder, deduct the expenses from any amount due to the Bidder, 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 Bidder 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 Bidder shall immediately correct such defects within a period of 5 (five) days of receipt of written notice from IOM. Where the Bidder fails to act within this period, IOM may engage the services of a third party to correct the defect and hold the Bidder liable for the cost of such services. In such circumstances the Bidder 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 Bidder 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 Bidder shall repair such damage at its own expense and to IOM’s satisfaction and acceptance.

14.7 The Bidder further warrants that:

1. In all circumstances it shall act in the best interests of IOM;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement ;
3. No official or employee of IOM or any third party has received or will receive from, will be offered by, the Bidder 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 Bidder, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
8. It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
9. The remuneration of the Bidder under this Article 3.1 shall constitute the sole remuneration in connection with this Agreement. The Bidder, its officers and employees shall not accept for their 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 Bidder shall ensure that any subbidders, as well as the officers, personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
   1. The Bidder further warrants that it shall:
10. 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.
11. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
12. 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.
13. Ensure that the SEA provisions are included in all subcontracts.
14. Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

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

## 15. Assignment of Agreement and Subcontracting

15.1 The Bidder 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 Bidder 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 subbidder. Notwithstanding the said written approval, the Bidder shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subbidder and IOM. The Bidder remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subbidder 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, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

17. **Independent Bidder**

The Bidder shall perform all Services under this Agreement as an independent bidder and not as an employee, bidder, or agent of IOM.

18. **Audit**

The Bidder 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 Bidder 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 Bidder shall be available for interview.

19. **Confidentiality**

All information which comes into the Bidder’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Bidder shall not communicate such information to any third party without the prior written approval of IOM. The Bidder 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. **Notices**

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

**International Organization for Migration (IOM)**

Attn*: [Name of IOM contact person]*

*[IOM’s address]*

Email: [*IOM’s email address]*

***[Full name of the Bidder]***

Attn*: [Name of the Bidder‘s contact person]*

*[Bidder ‘s address]*

Email: *[Bidder ‘s email address]*

21. **Dispute Resolution**

21.1. 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.

21.2. 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.

21.3. 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.

21.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present 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.

22. **Use of IOM Name**

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

23. **Status of IOM**

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

24. **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 Bidder’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.

25. **Termination of Agreement**

25.1 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 Bidder. 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 Bidder 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 Bidder 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.

25.2 Upon termination as per the previous clause, as the sole right and remedy of Bidder, 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 Bidder 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 Bidder within 7 (seven) days.

25.3 IOM may terminate this Agreement or any of the work under this Agreement at any time by immediate written notice to the Bidder, for causes which include but are not limited to:

1. The Bidder’s violation of the terms and conditions of this Agreement;
2. Bidder’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 Bidder;
5. If, in the judgment of IOM, the Bidder 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 25.1 and 25.2. 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 Bidder within 7 (seven) days from the date of IOM’s request.

25.4 Where IOM terminates this Agreement as per Article 25.3 above, all materials, plant, equipment and works financed under this Agreement shall be deemed to be the property of IOM, and the Bidder shall be liable for all the direct replacement cost incurred to IOM for the completion of the Works. The Bidder 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 Bidder 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.

25.5 Upon any termination, the Bidder shall waive any claims for damages including loss of anticipated profits on account thereof.

26. **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.

27. **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. ***Special Provisions (Optional)***

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

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

29. **Final clauses**

29.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 25.

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

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

|  |  |
| --- | --- |
| *For and on behalf of*  The International Organization  for Migration | *For and on behalf of*  *[Full name of the Bidder]* |
| Signature | Signature |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Name*  *Position*  *Date*  *Place* | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  *Name*  *Position*  *Date*  *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 Bidder’s signature of this Agreement and Bidder’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-Bidders 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 Bidder [*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 Bidder *[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 Bidder]* (hereinafter called “the **Bidder**”) 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 Bidder 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 Bidder a guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, 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 Bidder 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 Bidder 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 Bidder]* (hereinafter called “the Bidder”) 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 Bidder, 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 Bidder, 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 Bidder, 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 Bidder.

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 Bidder]* (hereinafter called “the **Bidder**”) 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 Bidder, 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 Bidder, 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 Bidder.

Yours truly,

Signature and seal:

Name of Bank/Financial Institution:

Address:

Date:

## 

1. [↑](#footnote-ref-1)
2. If applicable. The Security is to protect IOM against the risk of Bidders conduct especially for high value and complex scope of works [↑](#footnote-ref-2)
3. If applicable. In lieu of P.O. [↑](#footnote-ref-3)
4. Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Bidder 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-4)
5. If applicable. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)