



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

REQUEST FOR QUOTATION (RFQ) AND GENERAL INSTRUCTION TO CONTRACTORS (GIC)¹

To : _____
 Project: _____
 Ref. No.: _____
 Date : _____

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 [Strengthening Disaster Resilience of at-risk communities in Timor-Leste \(STREAM\)](#) IOM invites interested eligible Contractors to submit Quotations for the implementation of *refurbishment and improvement of government-identified (2) evacuation centers in the municipalities of Lautem and RAEOA, to wit:*

| No. | Item Description | Quantity | Unit |
|-----|--|----------|-------------------|
| 1 | Refurbishment of existing facilities of evacuation center in Lautem Municipality | 1 | Evacuation Center |
| 2 | Refurbishment of existing facilities of evacuation center in Oecussi - RAEOA | 1 | Evacuation Center |

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,

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.

GENERAL INSTRUCTION TO CONTRACTORS (GIC)

1. Description of Works

IOM request prospective Contractors to submit quotation for the implementation of *Refurbishment and improvement of government-identified (2) evacuation centers in the municipalities of Lautem and RAEOA*

IOM, together with the Civil Protection Authority, conducted technical assessments to the identified evacuation centers to determine the rehabilitation and refurbishment works needed for each evacuation center. The objective of the project is to ensure that most vulnerable internally displaced population (IDP), especially women, girls, and persons with disabilities, have improved access to safer and more dignified living conditions during emergencies.

The following table summarizes the identified evacuation center and proposed rehabilitation work, including the design of major structural updates as an Annex:

| Name of Evacuation Center | Location | No | Proposed Rehabilitation Work |
|---------------------------|--|----|---|
| GMT Building | Suco Fuiluro - Post administrative of Lospalos - Lautem Municipality - Timor Leste | 1 | Maintenance five (5) toilet inside of Building |
| | | 2 | New Construction for External Toilet |
| | | 3 | New Construction for Water Tower |
| | | 4 | Concrete Ramp |
| CFP Building | Bansone, Suco Cunha- Pante Makassar -Oecussi - RAEOA - Timor Leste | 1 | Expand the Room for Evacuation Center |
| | | 2 | Maintenance of external toilets includes supply tanks (ROTTTO) for water reservoir. |
| | | 3 | Concrete Ramp |

2. Corrupt, Fraudulent and Coercive Practices

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

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of 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

e. Conflict of Interest

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

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

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

4. Eligible Contractor

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

- (e) annual volume of construction work of at least *USD \$12.500,00*.
- (b) experience as prime contractor in the construction of at least *2 Works* of a nature and complexity equivalent to the Works over the last *3 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.
- € 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
- € 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% of estimated project cost*.

5. Cost of Quotation Preparation

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

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

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

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

IOM Timor Leste, UN House, Building 09, Caicoli Street, Dili, Timor-Leste or email to: jbernardo@iom.int

IOM will respond to any request for clarification received on or before **15/April/2024**. 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.

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

9.1 Quotation Documents

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

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

- 8.) Bid Security² (Annex H)
- 10.) Pro forma Contract³(Annex I)

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 *USD*, exclusive of VAT.

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

9.3 Validity of Quotation Price

Quotation shall remain valid for 60 *days after* the deadline for quotation submission.

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

9.4 Documents Establishing Contractor's Eligibility and Qualification

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

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

10. Submission of Quotations

Quotation must be submitted in a sealed envelope. The Contractor must seal the “Original” and “Copy” of the Quotation Documents as stated in item 9.1 (Quotation Documents) and shall be addressed to [International Organization for Migration \(IOM\) UN House, Building 09, Caicoli Street, Dili, Timor-Leste](#)

Quotation shall be submitted by [electronic email and hand delivery jbernardo@iom.int](#) to the above address on or **before 15 /April /2024**. Late⁴ 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 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.
- (b) the Quotation Form or any document which is part of the Quotation Document is not signed.
- (c) the Contractor is currently under list of blacklisted Contractors.
- (d) the Contractor offer imposes certain basic conditions unacceptable to IOM

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

14. Evaluation of Quotations

⁴ Quotation delivered beyond the prescribed date and time shall be considered late, the envelope shall be immediately returned to the Contractor unopened.

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

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

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

15. Post Qualification

Prior to award, post-qualification will be carried out by IOM to further determine the selected Contractor's technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection⁵ 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

| No. | Name of Evacuation Center | Complete Address |
|-----|---------------------------|---|
| 1 | GMT Building | Suco Fuluro - Post administrative of Lospalos - Lautem Municipality - Timor Leste |
| 2 | CFP Building | Bansone, Suco Cunha- Pante Makassar - Oecussi - RAEOA - Timor Leste |

⁵ If applicable Works must be completed within **30 days** after five days upon receipt of the Notice to Proceed (NTP).

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.⁶

IOM may grant an advance payment equivalent to maximum of **15 %** 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 (USD5,000).

20. Retention Money

There will be a 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.

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

21. Settlement of Dispute

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

QUOTATION FORM

Date : _____

To : _____

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

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

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

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

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

Dated this _____ day of _____ 20 ____.

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

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

VENDOR INFORMATION SHEET

[insert IOM Standard Vendors Information Sheet (VIS) and other required eligibility requirement if any]

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 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

Contractors authorized signature over printed name

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.

Contractors authorized signature over printed name

Annex G

PLANS AND SPECIFICATIONS

[insert here copy of Plans and Specifications or can be issued on separate volume]

BID SECURITY (Bank Guarantee)

WHEREAS, *[name of Contractor]* (hereinafter called “the Contractor”) has submitted his Quotation dated *[date]* for the Construction of *[description of Works]* (hereinafter called “the Works”).

KNOW ALL PEOPLE by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto *[name of IOM]* (hereinafter called “the Employer”) in the sum of *[amount]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

SEALED with the Common Seal of the said Bank this *[day]* day of *[month]*,
[year]. THE CONDITIONS of this obligation are:

- (1) If, after Quotation opening, the Contractor withdraws his Quote during the period of price validity specified in the Quotation Form; or
- (2) If the Bidder having been notified of the acceptance of his Quote by the Employer during the period of the Price validity:
 - (a) fails or refuses to execute the Contract in accordance with the General Instruction to Contractors, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the General Instruction to Contractors; or
 - (c) does not accept the correction of the Price pursuant to Clause 14,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 28 days after the date of the expiration of the Price Validity, as stated in the General Instructions to Contractors or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

Annex I

Construction Agreement

***This is a template Contract for simple Works or value of less than USD 250,000 and will need to be modified according to the specific requirements of the Mission. All Contract must be reviewed/approved by Legal Services prior to signing ***

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

Preamble

The Organization intends to engage the services of [company's name] for the construction [name of project and project code] located at [name of province] province (the "Project").

1. Contract Documents

1.1 The following documents form part of this Contract and are attached as Annexes:

- "A" - Detailed Instruction to Bidders dated [insert date], with annexed Scope of Work, Technical Specifications, Drawings, and General Conditions of Tender;
- "B" - Contractor's firm and final proposal/bid dated [insert date], with detailed bill of quantities and unit cost;
- "C" - Approved Work Schedule;
- "D" - Approved Engineering and/or Construction Drawings; and
- "E" - Payment Schedule

1.2 Any other Project documentation, agreed and signed by both Parties during the implementation of this Contract shall form part of this Contract.

1.3 All official correspondence during the contract will be conducted in English. Although a translation may be prepared for working purposes, the English version of this Contract will always be considered the official version.

2. Scope of Work

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

2.2 Only the Organization may approve any changes, modifications, deviations, and substitutions, in the Scope of Work, and the Parties may by agreement in writing modify the Contract Price stated in clause 3.1 below.

- 2.3 The Organization reserves the right to supply any materials, equipment, or resources, and to delete or reduce any work item, whether in whole or in part, and a corresponding reduction in the Contract Price shall be made.

3. Contract Price

- 3.1 The total Contract Price shall be *[currency][insert amount in numbers (amount in words + currency in words)]* only inclusive of all fees and permits that may be imposed by any Government entity in connection with the execution, completion, and turnover of work pursuant to this Contract.
- 3.2 The Contract Price and unit prices as outlined in Annex "B" shall be binding and shall not be altered due to Contractor's correction for under estimation of the requirements of this Contract. This guaranteed maximum will not apply in cases of Organization-approved work variations and Organization-supplied materials as outlined in Articles 2.2 and 2.3 of this Contract.
- 3.3 The liability of the Organization to the Contractor is STRICTLY LIMITED to the Contract Price outlined in clause 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 inflation or currency devaluation, if any.

4. Manner of Payment

- 4.1 The Organization shall release a cash advance equivalent to *[percentage amount to match the Bank Guarantee percentage (percentage amount in words)]* of the Contract Price in the amount of *[currency][insert amount in numbers (amount in words + currency in words)]* within 7 calendar days from the signature of this Contract and Contractor's submission of and Organization's approval of:
- 4.1.1 Drawings and Technical Documents for Permit Purposes;
 - 4.1.2 Approved Detailed Construction and Workings Drawings;
 - 4.1.3 Work Schedule;
 - 4.1.4 List of Sub-Contractors and Suppliers (if applicable);
 - 4.1.5 Bank Guarantee equivalent to *[percentage to match cash advance]* percent of Contract Price; and
- 4.2 Contractor's Progress Claims shall be submitted to and certified by Organization's appointed Project Manager, as per the Payment Schedule at Annex F.
- 4.3. The Contractor can only submit the final Progress Claim as per Clause 3 of the Payment Schedule (Annex F) when the Contractor has satisfactorily completed and submitted:
- 4.3.1 All works, including Work Variation Orders, as stipulated in the Annexed documents;
 - 4.3.2 Rectification of all reported non-conforming works;

- 4.3.3 Completed demobilization and clean-up of site;
- 4.3.4 Applicable materials and work test certificate/s;
- 4.3.5 Approval duly signed by the Project Manager and by Contractor's authorized representative that the Work is completed in accordance with drawings and specifications and in compliance with applicable laws, rules and regulations of the local and/or national government of the location where the Project is to be implemented.
- 4.3.6 Applicable warranty certificate as per Clause 13 of this Contract. The Organization shall issue a certificate of provisional acceptance of the work when each of these requirements have been fulfilled to its satisfaction. Final acceptance shall be issued by the Organization in writing twelve months after the date of the provisional acceptance.
- 4.4 The Contractor shall submit all Progress Claims with the following attachments:
 - 4.4.1 Updated Financial Statement of the Project;
 - 4.4.2 Progress Photos; and
 - 4.4.3 Contractor's Sales Invoice.
- 4.5 Within seven (7) calendar days of Contractor's submission of the Progress Claims and all required attachments to the Project Manager, the Contractor and the Project Manager shall jointly evaluate the said Project Claim(s). Evaluated and approved Progress Claims shall be due and payable within ten (10) working days from date of joint 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.
- 4.6 Any progress payment/s made by the Organization does not imply nor signify acceptance of any portion of the accomplished work and does not waive the Organization's right to enforce Contractor's warranty as provided in this Contract, nor to enforce penalties for delay.

5. Completion Period

- 5.1 The Contractor shall mobilize all necessary and appropriate resources and coordinate all work activities with the Organization to ensure completion and turn-over of the work to the Organization by *[date]*. The Organization shall not approve requests for time extension for reasons within the responsibility of the Contractor such as but not limited to:
 - 5.1.1 Project location, conditions and restrictions identified during time of tender and award of the Contract;
 - 5.1.2 Normal weather and climatic conditions prevailing at site location;;
 - 5.1.3 Logistics, implementation, and coordination problems within the control of the Contractor;
 - 5.1.4 Financial, operational and labor difficulties of the Contractor or any of its sub-Contractor/s or supplier/s;
 - 5.1.5 Any required rectification of non-conforming work items;
 - 5.1.6 Nature and condition of terrain;

- 5.1.7 Laws, decrees, acts, and regulations which may affect the Project.
- 5.2 In the same manner, the Organization may approve Contractor's request for time extension caused by any of the following:
 - 5.2.1 Force Majeure, such as earthquakes, floods, forest fires;
 - 5.2.2 Sovereign acts of government such as embargo;
 - 5.2.3 Unlawful acts or intervention of public enemy;
 - 5.2.4 Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
 - 5.2.5 Organization's failure to make timely payments.

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

5.3 If the Organization does not approve the requested extension, the Contractor shall be liable to the Organization for liquidated damages equivalent to one-tenth of one percent (0.1%) of the Contract Price for each day of delay until the whole Project is completed and accepted by the Organization.

6. Work Execution and Implementation

6.1 Upon signature of this Contract, the Contractor shall start all preliminary works for the immediate implementation of this Project.

6.2 Contract Schedule

6.2.1 Contractor shall notify the Organization/Project Manager of any proposed change in the Contract Schedule, prior to such change. Any change shall be subject to prior approval by the Organization. Contractor shall also submit to the Project Manager for approval a revised schedule within seven (7) calendar days from the giving of notice of change.

If at any time the Organization deems that Contractor's actual progress is inadequate to meet the requirements of this Contract, Organization may notify Contractor to take such steps as may be necessary to improve its progress. If after a reasonable period, as determined by the Organization, Contractor still does not improve its performance, the Organization may require an increase in Contractor's labor force, the number of shifts, workdays per week, overtime hours, amount of equipment, or require expedited shipment of equipment and materials, all without additional cost to the Organization.

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

7. Work Variation

- 7.1 At any time during the implementation and execution of this Project, the Organization reserves the right to request any alteration in any aspect of the work, as deemed necessary or appropriate by the Organization in the best interest of the Project.
- 7.2 Alterations and/or modifications, whether additive or deductive, shall be conveyed to the Contractor in the form of a Work Variation Order duly approved and signed by the Organization or its authorized representative. The Contractor shall immediately implement any Work Variation Order issued by the Organization.
- 7.3 The cost of such Work Variation Order shall be evaluated and compensated as agreed between the Parties.

8. Bank Guarantee

- 8.1 The Contractor shall, within seven (7) calendar days from signature of this Contract, furnish the Organization with a Bank Guarantee in the amount equivalent to [percentage] of the Contract Price..
- 8.2 The Bank Guarantee shall serve as the guarantee for the Contractor's faithful performance and compliance with the terms and conditions of this Contract.
- 8.3 The amount of the Bank Guarantee shall not be construed as the limit of the Contractor's liability to the Organization, in the event of breach of this Contract by the Contractor.
- 8.4 The Bank Guarantee shall be effective from the date of the release of cash advance as per Clause 4.1 of this Contract until the date of final acceptance.

9. Retention

- 9.1 This shall be deducted from each progress payment with an amount equivalent to *[insert applicable percentage- usually 10%]* thereof. This amount shall be retained by the Owner to answer for the faithful repairs, remake or reconstruction of defective works due to poor workmanship and/or inferior quality of material used which are discovered within a period of ONE (1) YEAR from the date of issuance of Certificate of Provisional Acceptance (CPA).
- 9.2 The retained amount may be released *[insert no. of days- usually 30 days]* days from date of issuance of CPA provided that:
 - 9.2.1 As substitute for the retained amount, the Contractor submits a security in an amount equivalent to the retained amount issued by a reputable Bank or surety company acceptable to the Owner, and effective for a period of one (1) year from the date of CPA.

9.2.2 Contractor submits a written request for the release of retention after receipt of the Certificate of Final Acceptance (CFA).

10. Contractor's Responsibility

10.1 All Government permits and licenses required for the execution of the Project under this Contract shall be obtained and paid for by the Contractor.

10.2 The Contractor shall comply with local and national building regulations imposed by appropriate Government agencies, and shall keep the Organization indemnified against all fines, penalties and losses incurred by reason of any breach of this clause.

10.3 The Contractor shall assume full responsibility for the work performed under this Contract until its final acceptance by the Organization. Contractor shall have entire control and supervision of the works and services herein agreed upon and shall be solely liable for the salaries, wages and other employment benefits of all employees and sub-contractors. Should the Contractor breach this clause, the Organization has the right to proceed against the Bank Guarantee, without prejudice to demanding direct reimbursement from the Contractor in the event that the amount of the Bank Guarantee is insufficient.

10.4 The Contractor shall be solely and fully accountable for any accident or injury of any of its employees or sub-contractors during the term of this Contract, or for any injury to any person or damages or loss of properties arising from the construction or any act or omission of the Contractor or any one in its employment, or its subcontractors. The Contractor shall be solely responsible for ANY claim for losses, liabilities, injuries, or damages arising out of or in connection with the work done or to be performed under this Contract.

10.5 The Contractor shall comply with local laws on wages and such other labor laws including all other laws, orders, regulations of any Government authority in connection with the Project.

10.6 The Contractor shall indemnify and render Organization free and harmless from and against any action for losses, damages, liability in whatever form and nature, orders for payment of sums of money, suits or threats thereof, actions and judgments of any kind arising from any act or omission on the part of the Contractor, its agent/s and or employee/s, in the execution of the work or as a result of their negligence or carelessness on the job or within the Work of the job site..

11. Inspection of Work

11.1 The Organization reserves the right to inspect the work, while it is in progress, so as to give Organization the opportunity to reject the whole or any portion thereof, which in the opinion of Organization's representative is defective or substandard.

- 11.2 Unless otherwise advised by the Organization in writing, all Project reports and other issues arising under this Contract shall be addressed to the Organization's designated Project Manager.

12. Assignment of Contract and Subcontract

- 12.1 Contractor shall not assign or subcontract the Contract or any work in the Project, unless agreed upon in writing by the Organization. Any subcontract entered into by the Contractor without approval in writing by the Organization shall be cause for termination of the Contract.
- 12.2 In certain exceptional circumstances by written approval of the Organization, specific jobs and portions of the Project may be subcontracted, subject to the Organization's prior written approval. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Contract, nor shall it create any contractual relation between the Subcontractor and the Organization. Contractor remains bound and liable thereunder and it shall be directly answerable to the Organization for any faulty performance under the subcontract. The sub-contractor shall have no cause of action against the Organization for any breach of the sub-contract attributable to the Contractor.

13. Insurance

- 13.1 Without limiting the Contractor's liability pursuant to Article 10 (contractor's responsibility), the following insurance cover is to be provided and maintained by the Contractor for the entire period of the duration of this Contract:
- 13.1.1 third party liability for any one claim or series of claims arising out of any one accident or event;
 - 13.1.2 adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
 - 13.1.3 adequate automobile public liability and property damage insurance; and
 - 13.1.4 cover against loss or damage to the Works and materials during the construction.

14. Warranty

- 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 Project 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 the Organization. The Contractor remains responsible for the damages

- caused within one year from Organization's final acceptance of the Work, on account of defects in the construction, or the use of materials of inferior quality furnished by it, or due to any violation of the terms of the Contract.
- 14.3 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Contractor shall, within seven (7) calendar days from the Organization's demand, at Contractor's own cost and expense, remedy such portion of the work done by the Contractor as in the opinion or judgment of the Organization is unsound, incorrect or defective or not in accordance with the plans and specifications.
- 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 work, the Organization may terminate this Contract and/or engage the services of other persons to carry out the same. Contractor shall bear all expenses arising there from or incidental thereto. Organization may require direct reimbursement for the cost of such action from the Contractor, deduct the expenses from any amount due to the Contractor, or deduct the amount from the Bank Guarantee or ten percent (10%) retention.
- 14.5 If any defects or imperfections are discovered by the Organization and communicated to the Contractor prior to final acceptance of the work due to defective or improper workmanship and/or inferior quality of the material used, the Contractor shall immediately correct such defects within a period of five (5) days of receipt of written notice from the Organization. Where the Contractor fails to act within this period, the Organization may engage the services of a third party to correct the defect and hold the Contractor liable for the cost of such services. In such circumstances the Contractor shall reimburse Organization the cost of such repair, with interest at two (2) percent per month from the time such expenses were incurred until fully reimbursed. The Bank Guarantee and the ten (10) percent retention, if not yet released at the time the said defects are found, may be used for this purpose.
- 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 the Organization's satisfaction and acceptance.
- 14.7 The above warranties survive the expiration or termination of this Contract.
- 14.8 The Contractor further warrants that:
- a) In all circumstances it shall act in the best interests of IOM;
 - b) No official of IOM or any third party has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or award thereof;
 - c) It has not misrepresented or concealed any material facts in the procuring of this Contract;

- d) All materials used are new, legally sourced and fit for their particular purpose;
- e) No asbestos will be used in the course of the construction;
- f) The Contractor, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;
- g) The remuneration of the Contractor under this Contract shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the discharge of its obligations thereunder. The Contractor shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

15. No Waiver Clause

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

16. Termination of Contract

- 16.1 The Organization may, at its option, terminate for convenience any of the work under this Contract in whole or in part, at any time by seven (7) days written notice to Contractor. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of such notice Contractor shall:
- 16.1.1 Immediately discontinue the work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities other than as may be required for completion of such portion of the work that is not terminated;
 - 16.1.2 Promptly cancel upon terms satisfactory to Organization all purchase orders, subcontracts, rentals, or any other agreement existing for the performance of the terminated work, or assign those agreements as directed by the Organization;
 - 16.1.3 Assist Organization in the maintenance and protection of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by Organization under this Contract;
 - 16.1.4 Complete performance of such portion of the work which is not terminated; and

- 16.1.5 Perform other related tasks, which the Organization may reasonably instruct, in order to effect the termination of the work.
- 16.2 Upon any such termination, Contractor shall waive any claims for damages including loss of anticipated profits on account thereof, but as the sole right and remedy of Contractor, Organization shall pay in accordance with the following:
 - 16.2.1 The Contract Price corresponding to the work performed in accordance with this Contract prior to such notice of termination;
 - 16.2.2 All reasonable costs for work thereafter performed as specified in such notice;
 - 16.2.3 Reasonable and documented administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts;
 - 16.2.4 Reasonable costs incurred in demobilization and the disposition of residual material and equipment.

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

- 16.3 The Organization may terminate this Contract, or any of the Work under this Contract at any time by written notice to the Contractor, for causes which include but are not limited to:
 - 16.3.1 Contractor's violation of the terms and conditions of this Contract;
 - 16.3.2 Non-completion of the work within the time agreed upon or the expiration of extension agreed upon, or delayed progress of the work as stated in Clause 6 or sub-standard work; or
 - 16.3.3 Institution of insolvency or receivership proceeding involving the Contractor.

The written notice shall specify whether the whole Contract is terminated, or the extent to which the performance of the Work is terminated, and the effective date of such termination. Upon receipt of such notice Contractor shall perform the tasks enumerated in 16.1.1. Such termination shall be without prejudice to Organization's other rights and remedies in this Contract, in law and in equity. Amounts paid in advance by the Organization will be refunded by the Contractor within 7 days.

17. Audit

The Contractor agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs

of whatever nature involving transactions related to the provision of services under this Contract. The Contractor shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of three (3) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying Services delivered, hours of work performed, or the right of Contractor to any price adjustment or extra charge claimed under this Contract. On request, employees of the Contractor shall be available for interview.

18. Independent Contractor

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

19. Confidentiality

All information which comes into the Contractor 's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Contractor shall not communicate such information to any third party without the prior written approval of IOM. This obligation shall survive the expiration or termination of this Contract.

20. Notices

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

IOM:

[insert IOM Mission address]

[construction company's address]

21. Use of IOM Name

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

22. Immunities

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

23. 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.

24. Arbitration

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

25. Entire Agreement

This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Contract.

This Contract shall take effect immediately upon signing shall and continue to be in effect until all obligations created thereunder have been fully fulfilled and discharge, unless earlier terminated by the Organization.

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

For: **The International Organization
For Migration**

For: *(Name of Company)*

(Name of IOM Representative)
(Position)

(Name of Representative)
(Position)

ANNEX E: PAYMENT SCHEDULE (sample only)

1. The Organization shall release a cash advance 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 calendar days from the Contractor's signature of this Contract and Contractor's submission of and Organization's approval of the items referred to at Clause 4.1 of the Contract.
2. The Organization will pay the Contractor [amount] on confirmation by IOM of satisfactory progress toward the completion of 50% actual measured work as per Bill of Quantities at Annex B.
3. The Organization will pay the Contractor [amount] after inspection and provisional acceptance of the Work.
4. The balance of [amount] of the total amount will be held for twelve months after provisional acceptance of the Work in accordance with Article 9 of this Contract.

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: _____

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: _____