

IOM office-specific Ref. No.	44010-229/22
IOM Project Code	

CONSTRUCTION AGREEMENT
between the
International Organization for Migration
and
FPC AGENTINTER SRL

This Construction Agreement is entered into between the **International Organization for Migration**, an organization part of the United Nations system, acting through its [insert office name, e.g., Mission in Moldova, 36/1 Ciuflea str., Chisinau, MD-2001, Republic of Moldova, represented by **Lars Johan LONNBACK**, Chief of Mission (hereinafter referred to as "**IOM**"), and **FPC Agentinter SRL**, 19 A M.Eminescu str., Glodeni, Republic of Moldova, represented by **Veaceslav GURDUZA**, director (hereinafter referred to as the "**Contractor**"). IOM and the Contractor are also referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Introduction and Integral Documents

IOM intends to engage the services of **FPC Agentinter SRL** for the **Rehabilitation Toilets and access ramps, of "Rehabilitation of Toilets and Upgrade the Accommodation Facilities of Boarding School for Blind Children in Balti, Republic of Moldova"**.
SN.0168.MD10.D.10.001

- 1.1 Located in Balti, Republic of Moldova (the "**Works**"). The Works are what this Agreement requires the Contractor to construct, install and turn over to IOM, as defined in the plans, specifications and Bill of Quantities.
- 1.2 The following documents form part of this Agreement and are attached as Annexes:
 - (a) **Annex A** - Detailed Instruction to Bidders dated 20.06.2022, with annexed Scope of Work, Technical Specifications, Drawings, and General Conditions of Tender;
 - (b) **Annex B** - Bid Form including Contractor's firm and final proposal/bid dated 29.06.2022 with detailed Bill of Quantities ("**BoQ**") and unit cost;
 - (c) **Annex C** - Accepted Notice of Award ("**NoA**");

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

- 1.3 Any other Project documentation, agreed and signed by both Parties during the implementation of this Agreement, shall form part of this Agreement.
- 1.4 All correspondence, instructions, notes and other communications relating in any way to the performance of this Agreement will be in the English language. The English language version of the Agreement will at all times be the version of the Agreement which binds the Parties. Translations of the Agreement into languages other than English may be prepared for working purposes but will have no legally binding effect on the Parties.
- 1.5 If either Party finds any discrepancy or ambiguity in this Agreement, that Party must notify the other Party in writing. The Parties agree to consult with each other to attempt to resolve the discrepancy or ambiguity.