

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

Provision of Internet Services in Sabha & Qatrun

Ref# LY22-149

Prepared by



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

IOM Libya Mission

20 April 2022



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

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Provision of Internet Services in Sabha & Qatrun* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: *Provision of Internet Services for IOM Libya in in Sabha & Qatrun*. More details on the services are provided in the attached Terms of Reference (TOR).

The Service Provider will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Service Providers
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. DECLARATION OF CONFORMITY

The Proposals must be delivered through email to IOM with office address at iomlibyaproposal@iom.int on or *before 20 May ,2022, at 1700Hrs Tripoli Time*. No late proposal shall be accepted.

Vendors requiring any clarifications on the content of this document may notify the IOM in writing at the following email address iomlibyaproposal@iom.int on or *before 18 May 2022, at 1700Hrs Tripoli time*.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Providers

The Chairman
Bids Evaluation and Awards Committee

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

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Section I - Instructions to Service Providers

1. Introduction

- 1.1 Only eligible Service Providers may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Firm.
- 1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal.
- 1.3 The Service Providers costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.
- 1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services (see Section IV. terms of reference).
- 1.7 Location:

Office Name	City	Address
IOM Sabha	Sabha	Gurda, In front of Alkholafaa Mosque
IOM Qatrun	Qatrun	City Center, In front of Culture Office

2. Corrupt, Fraudulent, and Coercive Practices

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard 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

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. 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 purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding 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 bid.

4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all through the websites this RFP published.
- 4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *three (3) working days* before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

5. Preparation of the Proposal

- 5.1 A Service Provider Proposal shall have two (2) components:
- a) the Technical Proposal, and
 - b) the Financial Proposal.
- 5.2 The Proposal, and all related correspondence exchanged by the Service Providers and IOM, shall be in *English*. All reports prepared by the contracted Service Provider shall be in *English*.
- 5.3 The Service Providers are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

6. Technical Proposal

- 6.1 When preparing the Technical Proposal, Service Providers must give particular attention to the following:
- a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
 - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
 - d) Proposed professional staff must, at a minimum, have the experience of at least *Five years*, preferably working under conditions similar to those prevailing in the country of the assignment.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms **TPF 1 to TPF 7 (Section III)**.
- a) A brief description of the Service Providers organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

- 7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 2 (Section III).
- 7.2 The Financial proposal shall include all costs associated with the assignment. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider may be subject to local taxes on amounts payable under the Contract. Taxes shall not be included in the sum provided in the Financial Proposal as IOM is exempted from taxes.
- 7.4. Service Providers shall express the price of their services in *USD*.
- 7.5 The Financial Proposal shall be valid for *at least 12 months* During this period, the Service Provider is expected to keep available the professional staff for the

assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

- 8.3 The Service Providers shall submit one electronic copy of the Proposal. The Proposals must be delivered through e-mail on or *before 20 May 2022 by COB Tripoli time*. The Service Providers shall name the e-mail subject as “*Quotation ‘Company Name’ LY22-149 Internet services*”.
- 8.2 Proposals must be received by IOM through iomlibyaproposal@iom.int e-mail address. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late,” and shall not be accepted by the IOM.
- 8.3 After the deadline for the submission of Proposals, all the Proposal shall be opened first by the Procurement Unit.

9. Award of Contract

- 9.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful.
- 9.2 The service shall be considered operational when Internet connectivity is established and the IOM Internet router can reach one or more Internet nodes to which the performance measurements are performed. The ISP shall inform IOM when the service is operational as this will be considered as the activation date of service
- 9.3 Upon receipt of notice from the ISP of the operational status of the service, IOM shall have a minimum acceptance period of thirty (30) calendar days from the date of activation in which to accept or reject the service. During the acceptance period, all the service level requirements, will apply to the provision of the service and shall be monitored by IOM.
- 9.4 If the services fail to meet any of the service level requirements for more than three (3) times during the 30-day acceptance period, IOM shall have the right to terminate the contract with no penalty.

10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *Fifteen (15) working days* after the deadline for receipt of proposals.

- 10.2 The Procurement Unit shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and Pass-Fail selection system.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the Pass score.
- 10.4 The technical proposals of Service Providers shall be evaluated based on the PASS or FAIL Criteria:

Criteria		Score
1. Specific experience of the Service Providers relevant to the assignment:		[Pass]
1) Similar experience in Libya in terms of the Scope, Cost and subject matter (i.e. Provision of Internet Services carried out on behalf of UN, NGOs, diplomatic missions and INGOs)	2 or more past or current assignments involving Provision of internet Services with documented evidence such as Contracts, Notice of award and or recommendations from reputable agencies working in Libya and locations in Similar environment.	Pass
	No Experience	Fail
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference:		
1) Organization and staffing.	Presentation of organization in area of operation i.e. South Libya with suitable assignment of staff	Pass
	No presentation of organization in area of operation i.e South Libya with suitable assignment of staff	Fail
2) Proposed Technical approach and methodology	The technical approach and methodology fully addresses ToR objectives, showing excellent understanding of subject matter and required processes.	Pass
	The technical approach and methodology poorly addresses ToR objectives, showing no understanding of subject matter and required processes.	Fail
3) Work Plan Feasibility	Adequately shows realistic timelines and deliverables for all required services consistent with requirements as outlined in the TOR.	Pass
	No work plan submitted	Fail

Service Providers are required to pass all criteria to be able to technically eligible to provide the services.

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) Late submission, *i.e.*, after the deadline set
- b) Failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider (ITC) and Terms of Reference (TOR);

11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The Procurement Unit has the option to open the Financial proposals publicly or not.
- 11.3 The Procurement Unit shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The Procurement Unit will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation will be communicated to winning Bidder and invite to IOM Libya Office in Tripoli.
- 12.2 Negotiation will include:
 - a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services;
 - b) Discussion and finalization of the methodology and work program proposed by the Service Provider;
 - c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule);
 - d) Discussion on the services, facilities and data, if any, to be provided by IOM;
 - e) Discussion on the financial proposal submitted by the Service Provider; and
 - f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.
- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are

exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

- 12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.

13. Award of Contract

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers on the shortlist that they were unsuccessful and shall return their unopened Financial Proposals. Notification will also be sent to those Service Providers who did not pass the technical evaluation.
- 13.2 The Service Provider is expected to commence the assignment on **1st JULY 2022**.

14. Confidentiality

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Provision of Internet Services for IOM Libya Sebha and Gatroun Offices* in accordance with your Request for Proposal (RFP) dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

TPF – 2: Service Providers Organization

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]

TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment

[The description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]

TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: _____
Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member and authorized representative of the firm] Date: _____
Day/Month/Year

Full name of staff member: _____
Full name of authorized representative: _____

TPF-6: Time Schedule for Installation and activate the service

			Months (in the Form of a Bar Chart)												Number of Months
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	
															Subtotal (1)
															Subtotal (2)
															Subtotal (3)
															Subtotal (4)

Full-time: _____
 Reports Due: _____
 Activities Duration: _____
 Location _____

Part-time: _____

Signature of Authorized Representative:

Full Name: _____
 Title : _____

TPF-7: Activity (Work) Schedule

A. Field Investigation and Other Activities														
No.	Activity/Work Description	Duration												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11 th	12th h	
1														
2														
3														
4														
5														

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Provision of Internet Services for IOM Libya Sebha and Gatroun Offices* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers (ITC), Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

FPF– 2: Summary of Costs

Costs	Currency USD	Amount(s)
I – Supply of Equipment & Installation costs(one off cost)		
II - Monthly charges		
Total Amount of Financial Proposal ¹		

¹ Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

¹ Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should be same as, or corresponds to the ones indicated

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

a) Background

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. IOM Libya Mission has an office compound in Tripoli.

b) Overall Objective

IOM is planning to contract an Internet Service provider to render high quality in-house respectively within the IOM Libya Sabha office and Qatroun office in a designated area will be provided by IOM free of charge.

Service Provider is expected to provide above mentioned services which are detailed in below under General Objectives to meet connection needs of IOM Sabha & Qatrun offices.

The facility will be used exclusively by people within IOM Libya Offices and no external customer will be allowed to benefit the services. The Service Provider will not be also allowed to provide services out of IOM Libya (Sabha & Qatrun) offices by using the facility.

Service Provider shall be responsible of all sales and collecting its fees. IOM is not responsible of any debt of any individual.

c) General Objectives:

- To provide high quality in-house Internet services with reasonable fixed prices.
- To professionally manage in terms of quality connection, support once disconnection is happening.

d) Scope of the Services

1. Internet services:

The selected service provide will provide (**Fiber Optic Leased line Dedicated 10Mbps Upload/Download with unlimited download quota**) in each of IOM Sabha and Qatroun office with setup the service, activate and follow-up.

2. The ISP shall provide ongoing Help desk support (preferably in Arabic & English) throughout the office working hours/ days and weekends via web, telephone, and/or email with a guaranteed response time not to exceed an hour during working hours and 4 hours during weekends and holidays in order to meet the service level requirements. Support related to installation and maintenance of the contracted service must be free of charge.

e) Key Staff for the Assignment and their Qualifications:

i. Project Manager:

The entire operation of the contracted services shall be managed by a qualified Project Manager, who shall maintain a close contact with the IOM Logistics Unit in Sabha and Qatroun in order to coordinate the performance of the Contracted services with the needs of IOM.

The Project Manager shall be on permanently ready throughout the normal office hours of the IOM office, and on call for any emergency. He/She shall also be available & prepared to coordinate the performance of all contracted services on all days of the week.

The Project Manager is responsible for:

f) Pricing

- The Service provider should provide an itemized pricing for a period of 6 months.
- All prices shall be in USD.
- Price increase requests should be referred to Procurement Officers in min 6 months within the range of the market prices. Once Procurement Officers Agrees with the changes, new price lists will be approved by the IOM Management. Any change in the prices without approval of IOM may result of terminating the contract from one side.

g) Work Conditions for Personnel

Personnel provision is aimed at ensuring motivated staff are hired, and that salaries/fees and benefits are reasonable. IOM should be informed in advance regarding the change of any personnel working and CVs should be shared with IOM one (1) week in advance.

The Service provider shall maintain discipline at the site and at all times shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the compound and neighborhood of the IOM Offices. The IOM Logistics Unit may require in writing that the Service Provider removes from the

work place any employee that IOM deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed to be contrary to IOM interests.

h) Standards of Conduct - General.

The Service provider shall maintain satisfactory standards of employee competency conduct pertaining to cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and IOM. IOM reserves the right to direct the Service provider to remove an employee from the worksite for failure to comply with the standards of conduct. The Service provider shall immediately replace such an employee to maintain continuity of services at no additional cost to IOM.

i) Intoxicants and Narcotics.

The Service provider shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.

j) Criminal Behavior & Actions

IOM reserves the right to take legal action against the Service provider and / or its employees against actual or assumed criminal actions / behaviors. These acts may include but are not limited to; falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of IOM property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

k) Custody of Materials

The Service provider shall be responsible for the custody of all materials received for incorporation into the project, including IOM furnished materials, upon delivery to the Service provider or to any person for whom it is responsible. The Service provider shall deliver all such items to the site as soon as practicable. the Service provider shall clearly mark in a manner directed all items of which the Service provider has custody, but which have not been delivered or secured at the site, clearly indicating the use of such items for IOM.

l) Service provider's Inventory Programme.

The Service provider shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of this Contract. The inventory system shall ensure that material and equipment used in the Contract are in stock when needed. Negligent use of IOM property that results in damage or destruction is cause for repair or replacement at the Service provider's expense.

m) Emergency Works

Emergency works refers to task orders which require immediate attention. These may involve working other than normal workday or hours. Service provider is required to respond to call within 2 hours and take action to minimize emergency.

n) Safety

The Service provider shall provide and maintain work environments and procedures which will:

- Safeguard IOM personnel, property, materials, supplies, and equipment exposed to Service provider operations and activities
- Avoid interruptions of IOM operations and delays in project completion dates
- Control costs in the performance of this Contract. For these purposes, the Service provider shall:

o) Records

The Service provider shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Service provider shall report this data in the manner prescribed by the Compound Manager.

DECLARATION OF CONFORMITY

On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons:

- a) bankruptcy, insolvency or winding-up procedures;
- b) breach of obligations relating to the payment of taxes or social security contributions;
- c) grave professional misconduct, including misrepresentation;
- d) fraud;
- e) corruption;
- f) conduct related to a criminal organisation;
- g) money laundering or terrorist financing;
- h) terrorist offences or offences linked to terrorist activities;
- i) child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices;
- j) irregularity;
- k) creating or being a shell company.

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

- a) The Supplier is financially sound and duly licensed;
- b) The Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions;
- c) The Supplier complies with all applicable laws, ordinances, rules and regulations;
- d) The Supplier will in all circumstances act in the best interests of IOM;
- e) No official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract;
- f) The Supplier has not misrepresented or concealed any material facts during the contracting process;
- g) The Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization;
- h) Neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List"), or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension;
- i) The Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation;
- j) The Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest;
- k) The Supplier undertakes to comply with the Code of Conduct, available at www.iom.int/procurement.

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

On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.

IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Dated this _____ day of _____ 20____.

[signature over printed name]

[in the capacity of]

Duly authorized to sign for and on behalf of

[name of company]