REQUEST FOR QUOTATION (RFQ)

RFQ Reference: 4200438137 Date: 22 March 2023

SECTION 1: Request for Quotation for Provision of All Inclusive Shelter Services for vulnerable persons

International Organisation for Migration (IOM) kindly requests your quotation for the provision of goods, works and/or services as detailed in Annex 1 of this RFQ.

This Request for Quotation comprises the following documents:

Section 1: This request letter

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: Quotation Submission Form

Annex 3: Vendor Information Sheet

Annex 4: Declaration of Conformity

4.Annex 5: Technical and Financial Offer

When preparing your quotation, please be guided by the RFQ Instructions and Data. Please note that quotations must be submitted using Annex 2: Quotation Submission Form and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your quotation is submitted on or before the deadline. Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Approved by:

Signature: _____

Name: Mohamed Abdi

Title: Procurement and Logistics Officer

Date: 22.03.2023

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of Quotation	05th April 2023 at 16:00hrs WAT If any doubt exists as to the time zone in which the quotation should be submitted, refer to http://www.timeanddate.com/worldclock/.
Method of Submission	Quotations must be submitted as follows: ☐ E-tendering ☒ Email ☐ Courier / Hand delivery ☐ Other Click or tap here to enter text. Bid submission address: iomlagostenders@iom.int ▪ File Format: PDF for all files ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 30MB in total ▪ Mandatory subject of email: 4200438137: Provision of All Inclusive Shelter Services for vulnerable persons ▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y. ▪ It is recommended that the entire Quotation be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
Cost of preparation of quotation	IOM shall not be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	All prospective suppliers must read the UN Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: Supplier Code of Conduct (ungm.org).
Conflict of Interest	UN encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to UN if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued as a result of this RFQ shall be subject to the IOM General Conditions of Contract for provision of goods/services/transportation/medical services available at https://www.iom.int/do-business-us-procurement.
Eligibility	Bidders shall have the legal capacity to enter into a binding contract with IOM and to deliver in the country, or through an authorized representative.
Currency of Quotation	Quotations shall be quoted in Click or tap here to enter text.
Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified below: All prices shall: ☐ be inclusive of VAT and other applicable indirect taxes ☒ be exclusive of VAT and other applicable indirect taxes

Language of quotation and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their quotation: 1. Annex 2: Quotation Submission Form duly completed and signed (and preferably stamped) 2. Annex 3: Vendor Information Sheet completed and signed (and preferably stamped) 3. Annex 4: Declaration of Conformity completed and signed (and preferably stamped) 4. Annex 5: Technical and Financial Offer duly completed and signed (and preferably stamped) 5. Company Profile (including the names of owners, key officers, technical personnel) 6. Copy of Corporate Affairs Commission Certificate (CAC). 7. Proof of registration with Ministry of Women Affairs, NACTAL or State agency 8. Tax Compliance: Submit 2021 Tax Clearance Certificate 9. List of contracts with the UN/GoN and Corporate entities for the last 1 year (completed and/or ongoing). Include copies of Contracts/ Purchase orders.
Quotation validity period	Quotations shall remain valid for One (1) year from the deadline for the Submission of Quotation.
Price variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received.
Partial Quotes	☒ Not permitted ☐ Permitted *(please specify, i.e. by LOTs only or by line item, etc)*
Payment Terms	☒ 100% within 30 days after receipt of goods, works and/or services and submission of payment documentation. ☐ Other Click or tap here to enter text.
Contact Person for correspondence, notifications and clarifications	Focal Person: Mohamed I. Abdi E-mail address: abdmohamed@iom.int Attention: Quotations shall not be submitted to this address but to the address for quotation submission above.
Clarifications	Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated through email by 27 March 2023
Evaluation method	☒The contract will be awarded to the lowest price substantially compliant offer ☐ Other Click or tap here to enter text.
Evaluation criteria	☒Full compliance with all requirements as specified in Annex 1 ☒Full acceptance of the General Conditions of Contract ☐Comprehensiveness of after-sales services ☒Earliest Delivery /shortest lead time ☒Others *Refer to the Evaluation criteria shown in ANNEX 1 (Schedule of Requirements)*
Right not to accept any quotation	IOM is not bound to accept any quotation, nor award a contract or Purchase Order
Right to vary requirement at time of award	At the time of award of Contract or Purchase Order, IOM reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.

Type of Contract to be awarded	General Service Agreement
Expected date for contract award.	01 May 2023
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of IOM
UNGM registration	IOM is encouraging all suppliers to register at the United Nations Global Marketplace (UNGM) website at www.ungm.org. The Bidder may still submit a quotation even if not registered with the UNGM, however, if the Bidder is selected for Contract award of USD 100,000 and above, the Bidder is recommended to register on the UNGM prior to contract signature. For vendors who do not have the technical means to register in UNGM, the UNGM has implemented an assisted vendor registration functionality that allows IOM procurement personnel to add local vendors to the UNGM.

ANNEX 1: SCHEDULE OF REQUIREMENTS

Terms of Reference for Shelter Providers

1. BACKGROUND AND CONTEXT

Assisted Voluntary Return and Reintegration (AVRR) is an indispensable part of IOM's comprehensive approach to migration management and is aimed at promoting orderly and humane return and reintegration of migrants who are unable or unwilling to remain in host or transit countries and wish to return voluntarily to their countries of origin. IOM Nigeria has worked with the Federal Government of Nigeria to provide AVRR support to Nigerian migrants since 2002. Recently, with support of the European Union (EU) and Government of the United Kingdom, IOM is implementing several programs aiming at improving the reintegration of returnees through providing protection and assistance to vulnerable and stranded migrants, including the provision of immediate rehabilitation and recovery support to Victims of Trafficking (VoTs).

IOM in collaboration with the Government of Nigeria seeks to contribute to the improved sustainable rehabilitation and reintegration of VoTs in Nigeria. During the lifeline of these projects IOM seeks to improve the National Referral Mechanism (NRM), launched to facilitate multi-sectoral assistance and reintegration support for VoTs. The projects also aim to enhance the capacity of selected safe houses and rehabilitation shelters in Abuja, Lagos, Edo, Delta, Oyo, Ogun, and Enugu States to provide protection services. IOM will develop standardized screening tools based on a victim-centred approach. Furthermore, IOM will facilitate coordination meetings among stakeholders to share best practices and lessons learnt on the referral process of VoTs to strengthen future practices.

With limited options of shelters/safe houses that provide services such as shelter, counselling, medical, psychosocial and rehabilitation support for VoTs (especially male VoTs), the provision of these and other services will ensure that VoTs and other migrants vulnerable to violence/abuse are provided with short to long term accommodation where they can begin their recovery process and start to build resilience.

Within this framework, IOM is seeking to partner with service providers that operate safe houses/shelters for vulnerable migrants such as Victims of Trafficking (VoTs), Unaccompanied Migrant Children (UMC), survivors of gender based violence (GBV) persons with disabilities(PWD), single parents and children, and persons with medical needs. IOM seeks to refer cases to shelter to enhance the assistance being provided to vulnerable migrants strengthen the technical provision of protection services to returned migrants and in turn enable such partners organize and deliver activities as well as implement protection related policies and programs in their areas of focus.

2. OBJECTIVES OF THE TERMS OF REFERENCE

The overall objective of the terms of reference (ToR) is to provide an overview of the kind of engagement that IOM seeks to have with shelter providers, who can immediately provide services for vulnerable migrants. This ToR also indicates the scope of services and modalities of service provision between the selected shelters and IOM over the period of one year. Once the selected, IOM will have a formal agreement with selected services providers who can immediately provide shelters services to vulnerable persons such as VoTs, or UMCs, or PWDs, or single parents and children, or persons with medical needs. The referral documents and payment modalities

of each of the cases referred to their shelter will be annexed to the agreement between IOM and the Shelter service provider.

SCOPE OF SERVICES PROVIDED BY SHELTERS:

1. Adequate safe accommodation, bathroom toilet facilities desegregated by sex (if the shelter provides services for male and females), and disability friendly.
2. Adequate cooking and feeding services for vulnerable groups, taking into consideration dietary needs for vulnerable migrants.
3. Have recreational activities or facilities for vulnerable groups.
4. Vocational training services provided by the shelter if any or if needed.
5. Have security provisions to ensure physical safety of the vulnerable migrants, direct assistance to vulnerable migrants is provided through a" do no harm" approach, and additional safeguards are in place to ensure migrant information is kept confidential.
6. Have adequate coverage of shelter staff and periodic reviews of the staff to resident ratio to ensure 24hours care hours care for residents;
7. Have counselling and medical services for vulnerable migrants available at the shelter or available referral to other counselling or medical service providers in coordination with IOM to ensure the continuum of care for the migrant;
8. Have available laundry services for vulnerable migrants.
9. Provide services and empathetic care through a participatory process that is timely, where the vulnerable migrants ; a)are adequately informed on the regulations of the shelter, b)the rights and needs of the vulnerable migrants are respected and protected during their stay at the shelter;
10. Have available first aid services within the shelter for vulnerable migrants.
11. The shelter has a policy put in place to safeguard the vulnerable migrate against sexual exploitation and abuse.
12. Services provided meet the minimum shelter criteria and the attached guidelines on ethical principles in caring for and interviewing trafficked persons (See Annex1: Minimum shelter criteria and Ethical Principles in Caring for and Interviewing Trafficked Persons- Interview checklist)

ANNEX I

Interview Checklist

Persons that conduct interviews with individuals who seek assistance as victims of trafficking or other vulnerable groups should follow the ethical principles below.

Appendix I:

Ethical Principles in Interviewing and Caring for Trafficked Persons

The following basic checklist provides summary guidance in interview techniques for service delivery organization staff. Conditions where possible, ensure that the interview takes place in a closed private space where others cannot overhear or interrupt. The only persons allowed to be present should be the victim, the interviewer(s), an interpreter (where necessary) and a qualified support person (such as a legal or psychological counsellor) where appropriate. If there is any doubt as to the ability of the individual to

understand the language of the interview, every possible effort must be made to secure the services of an interpreter.

1. Mobile phones should be turned off.
2. If a closed space is available, a “do not disturb” or similar sign should be placed. on the door to prevent interruptions.
3. If no closed and private space is available, the interviewer should endeavor to find as private a place as possible where the interview cannot be overheard.
4. Avoid adopting a judgmental or interrogative style of interviewing. Try to establish a rapport with the individual to make her or him feel respected and that s/he is someone whose views should be believed.

Introduction

1. The interviewer should introduce her or himself to the individual and describe. her or his role in the organization.
2. Ascertain that the individual feels secure and comfortable.
3. Ascertain whether or not she or he needs to use the bathroom or requires some refreshments.
4. Ascertain if the individual is suffering from any pain or discomfort or whether the individual has any problems that require urgent medical attention.
5. If the individual reports that she or he has an urgent medical problem, the interview. should not proceed until a medical professional has attended and carried out an examination.
6. In the case of minor ailments such as headaches, non-prescription medication can be offered (e.g., paracetamol, aspirin, and ibuprofen).

Explanation

1. Give a brief explanation of the role of the organization in the provision of assistance to trafficked victims or other vulnerable groups and of the purpose of the interview that is about to begin.
2. Explain to the individual that the interview may include questions concerning the history of what has happened to her or him and that some of the topics may be

   upsetting, painful to recall and may bring back difficult memories.
3. Tell the individual that she or he can take time in answering the questions and may take a break at any time if necessary.
4. Explain that the more information that can be provided, the better the organization may be able to help. Explain any limitations to the assistance the organization can provide (for example if assistance is only for trafficked persons, irregular

   migrants, children, etc.).

5. Explain that if the organization is not able to provide direct assistance because the individual does not qualify, the organization will try to help and identify a

   qualified group or individual that can provide assistance.

6. Final Points Before Beginning the Interview
7. Inform the individual that all answers will be kept strictly confidential.
8. Explain to the individual that she or he can ask questions at any time or seek clarification or repetition of what has been explained or stated at any time.

9. Ascertain that the individual has clearly understood all of what has been explained.
10. Ask the individual if she or he has any questions at this stage.
11. Ask the individual if she or he agrees to participate in the interview.

Minimum Shelter Criteria:

FACILITIES:

1. **Location:** Removed from red light or other hazardous areas.
2. **Schools:** Convenient to primary and secondary schools* if provided or applicable.
3. **Neighborhood services:** Convenient to hospital, police, and market.
4. **Ambience:** Sufficient natural light; overall welcoming and free ambience and furnishings.
5. **Cleanliness:** Healthy noise levels; clean air and ventilation; clean water, with adequate supply for washing, bathing, drinking; clean bathrooms.
6. **Bathroom:** 1 toilet for every 6 to 8 children and every 4 to 6 adults; toilets readily accessible from sleeping areas.
7. **Sleeping areas:** 1 mattress per resident; indoor, single-sex sleeping arrangements and separation from but close proximity to staff.
8. **Privacy:** Separation of public and private spaces; locked storage space for each resident; gender and age-sensitive privacy structures, including bathing and recreation areas.
9. **Nutrition**: Adequate, wholesome, and clean food; special diets for pregnant and lactating victims, and ethnic and religious needs; informational pamphlets available.
10. **Recreation:** Adequate age-and gender-appropriate recreation and leisure time and materials; ensure recreational options for physical, educational, and social needs.

SAFETY, SECURITY AND ACCESS

1. **Safety:** Free of factors that have an adverse effect on the care of victims or vulnerable migrants.
2. **Security:** Protected facility, with careful scrutiny of all visitors; blocking of access by 1 2 3 4 5 exploiters, their representatives, strangers.
3. **Freedom of choice**: Victims have the right to choose to not meet visitors, and to not participate in programs.
4. **Freedom of movement:** Free movement within and from the facility; restrictions only in relation to a child where they have been agreed upon in the case management plan to safeguard his/her welfare.
5. **External access**: Appropriate access to Telephone (safe communication), their children, family, and community resources; education for victims for how to keep themselves safe when in the communities.

MEDICAL & PSYCHOSOCIAL SERVICES

1. **Healthcare facilities:** Access to periodic, confidential check-ups by registered medical practitioners and counselors; 1 2 3 4 5 stock of basic medicines and first aid equipment with staff trained in their use.

2. **Medical services:** Provision of adequate, confidential medical services with regular check-ups; provision of complete health.
3. **Psychosocial services:** Provision of confidential, goal-based psychosocial self-identity and independence.
4. **Harm reduction:** Trafficked persons or other vulnerable migrants do not have to recount negative experiences repetitively.
5. **Referrals:** Provision of referrals for specialized medical, psychosocial, or addiction-related care as needed.

EDUCATIONAL & VOCATIONAL SERVICES

1. **Access to education:** Victims and minor dependents helped to obtain free formal education, including free supply of books, uniforms, transport, and scholarships* where possible.
2. **Life skills and non-formal education:** Provided by properly trained personnel in lieu of or in addition to formal education, including literacy and numeracy (or referrals made).
3. **Timeframe:** Entry or re-entry of victim into formal or non-formal education as early as possible.
4. **Skills training:** Provided to teens and adults, ideally with apprenticeships or job placement services (or referrals made).
5. **Marketability:** Livelihood training provides competitive, adequate skills for viable markets that are not over-saturated.

Delivery Requirements

Delivery Requirements	
Delivery date and time	Bidder shall deliver the goods After Contract signature.
Delivery Terms (INCOTERMS 2020)	DAP
Customs clearance (Must be linked to INCOTERM	☒ Not applicable Shall be done by: ☐ Name of organisation ☐ Supplier/bidder ☐ Freight Forwarder
Exact Address(es) of Delivery Location(s)	
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A
Training on Operations and Maintenance	N/A
Warranty Period	N/A
After-sales service and local service support requirements	N/A
Preferred Mode of Transport	N/A
Other information	

Evaluation of Bids:

A. <u>Preliminary Examination of Bids [Pass/Fail criteria]</u>

This stage of the evaluation is to assess the document formality required for each bidder with pass or fail criteria before undertaking their detailed examination or evaluation. Confirmation will be done one by one, whether the submitted documents and format are in conformity with the requirement as mentioned above. In case of no submission or missing of any of the required documents deemed as important, such Bidder shall be disqualified at this stage.

No.	Requirements	Importance	Criteria
1.	Annex 2: Quotation Submission Form duly completed and signed (and preferably stamped)	High	Pass/Fail
2.	Annex 3: Vendor Information Sheet completed and signed (and preferably stamped)	Medium	Pass/Fail
3.	Annex 4: Declaration of Conformity completed and signed (and preferably stamped)	Medium	Pass/Fail
4.	Annex 5: Technical and Financial Offer duly completed and signed (and preferably stamped	High	Pass/Fail
5.	Company Profile (including the names of owners, key officers, and technical personnel)	High	Pass/Fail
6.	Copy of Corporate Affairs Commission Certificate (CAC).	High	Pass/Fail
7.	Proof of rregistration with the Ministry of Women Affairs, NACTAL, or State agency	High	Pass/Fail
8.	Tax Compliance: Submit 2021 Tax Clearance Certificate	High	Pass/Fail
9.	List of contracts with the UN/GoN and Corporate entities for the last 1 year (completed and/or ongoing). Include copies of Contracts/ Purchase orders	High	Pass/Fail

*Bidders must attain the rating of “pass” in all areas shown as of “high” importance so as to proceed to the technical evaluation.

Technical Specifications for Services:

Technical Qualifying criteria are the minimum requirements that will be evaluated on a weighted basis. This will determine whether the Bid is substantially responsive to the technical requirements. All bids must be checked for substantial responsiveness to the technical requirements.

The technical evaluation accounts for 70 points (70%) out of the total combined score (technical + financial) of 100 Points.

Criteria	Requirement	Rating
1. Section 1. Specific experience of the Service Providers relevant to the assignment:		**70 Points**
a) **Similar experience:** Successful similar experience in terms of duration of experience in Proposed work: Total number of years engaged in similar work carried out on behalf of UN and INGOs or other reputable organizations in Nigeria. Provide evidence such as Contracts or Purchase Orders and Completion Certificates. The Bidder must demonstrate through past projects its ability to produce high-quality work.	4 years and above (social work, shelter management, family tracing, and vocational skills training)	**30 Points**
	2 -4 years (social work, shelter management, family tracing, and vocational skills training)	20 Points
	0-2 years (social work, shelter management, family tracing, and vocational skills training)	10 Points
b) **Presence in Geographical area:** Successful similar experience in relevant Geographical regions and surrounding areas. Strong community presence and excellent understanding of community-based psychosocial support. Provide evidence of executed projects. (Experience in providing assistance to VoT in Benin and Lagos)	3 evidence and above	**20 points**
	1-2 evidence	10 Points
c) **Financial Capacity:** This category is based on the Bidders' financial capability to mobilize and actually carry out the proposed assignment with the need for pre-financing. **Required:** Copies of the last three years' audited financial statements.	Positive Working capital from the audited accounts for the last three years.	**20 Points**
	Positive Working capital from the audited accounts for the last two years.	15 Points
	Positive Working capital from the audited accounts for the Last one year.	10 points
Section 3. Key professional staff qualifications and competence for the assignment:		**30 Points**
d) **Project Supervising staff** A detailed CV should be presented. Attach Certificate of registration where necessary.	A team comprising a minimum of 3 staff members with at least two social workers. That is a bachelor's degree in social work (Psychology, social work, law, or Nursing) with 7 years of relevant experience or above and an administrative/financial staff with at least 2 years of experience.	**30 Points**
	A team comprising a minimum of 3 staff members with at least two social workers. That is a bachelor's degree in social work (Psychology, social work, law, or Nursing) with 5 years of relevant experience or above and an administrative/financial staff with at least 2 years of experience.	20 Points

	A team comprising a minimum of 3 staff members with at least two social workers. That is a Bachelor's degree in social work (Psychology, social work, law, or Nursing) with 3 years of relevant experience or above and an administrative/financial staff with at least 2 years experience.	10 Points

Note: Family tracing cost for affected population (individual) is subject to location

C. Detailed Examination of Bids (Financial Examination)

Only the Financial Proposal of bidders that obtain an overall Pass in the Preliminary evaluation and a minimum of 70% in technical evaluation shall undergo the financial evaluation.

The financial evaluation accounts for 30 points (30%) out of the total combined score (technical + financial) of 100 points.

Note: Prices quoted will be fixed for one year of the agreement period starting May 2023.

ANNEX 2: QUOTATION SUBMISSION FORM

Bidders are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their quotation along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	4200318000: Provision of All Inclusive Shelter Services for vulnerable persons	Date: Click or tap to enter a date.

ANNEX 3: VENDOR INFORMATION SHEET[1]

Vendor Information Sheet.xlsx

[1] Vendor Information Sheet.xlsx

ANNEX 4: BIDDER'S DECLARATION OF CONFORMITY

Yes	No	
☐	☐	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 judgment or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organization; money laundering or terrorist financing; terrorist offenses or offenses linked to terrorist activities; child labor and another 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; irregularity; creating or being a shell company.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
☐	☐	On behalf of the Supplier, I further represent and warrant that 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.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules, and regulations.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
☐	☐	On behalf of the Supplier, I further represent and warrant that 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.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges, and immunities of IOM as an intergovernmental organization.
☐	☐	On behalf of the Supplier, I further represent and warrant that 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.
☐	☐	On behalf of the Supplier, I further represent and warrant that 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.
☐	☐	On behalf of the Supplier, I further represent and warrant that, 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.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.ungm.org/Public/CodeOfConduct.

Yes	No	
☐	☐	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.

Signature: _____

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

ANNEX 5: TECHNICAL AND FINANCIAL OFFER - SERVICES

Bidders are requested to complete this form, sign it and return it as part of their quotation along with Annex 2 Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:	Click or tap here to enter text.	
RFQ reference:	4200318000: Provision of All Inclusive Shelter Services for vulnerable persons	Date: Click or tap to enter a date.

Technical Offer

Provide the following:

- *a brief description of your qualification, capacity and expertise that is relevant to the Terms of Reference.*
- *a brief methodology, approach and implementation plan.*
- *team composition and CVs of key personnel*

Financial Offer

Provide a lump sum for the provision of the services stated in the Terms of Reference of your technical offer. The lump sum should include all costs of preparing and delivering the Services. All daily rates shall be based on an eight-hour working day.

Currency of Quotation: NGN

Ref	Description of Deliverables	Additional Information	Unit	Unit price	Price in NGN
1.	Administrative Charges	Office maintenance and Stationary (per person)	Person		
2.	Counselling Fee	One-on-one counselling with the PoCs (per person)	Person		
3.	Feeding 3 meals a day	Breakfast (tea and bread) Lunch (Rice, swallow with soup) Dinner (pasta, beans, or yam porridge)	Person		
4.	Medical	It covers transportation to health facilities and medication (drugs and consultation) – Per person per day	Person		
5.	Personal Allowance for the PoC's up keeping	Per person per day	Person		
6.	Utility Charges	Electricity bill Water bill	Person		

		DSTV subscription Airtime and data – Per person er month			
Total Price					

Compliance with Requirements

	You Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	☐	☐	Click or tap here to enter text.
Validity of Quotation	☐	☐	Click or tap here to enter text.
Payment terms	☐	☐	Click or tap here to enter text.
Other requirements [pls. specify]	☐	☐	Click or tap here to enter text.

I, the undersigned, certify that I am duly authorized to sign this quotation and bind the company below in event that the quotation is accepted.	
Exact name and address of company Company NameClick or tap here to enter text. Address: Click or tap here to enter text. Click or tap here to enter text. Phone No.:Click or tap here to enter text. Email Address:Click or tap here to enter text.	Authorized Signature: Date:Click or tap here to enter text. Name:Click or tap here to enter text. Functional Title of Authorised Signatory:Click or tap here to enter text. Email Address: Click or tap here to enter text.

ANNEX 7: SAMPLE OF IOM SERVICE AGREEMENT TEMPLATE

IOM office-specific Ref. No.	
IOM Project Code	

SERVICE AGREEMENT

between

the International Organization for Migration

and

[Name of the Service Provider]

on

[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in [XXX], [Address of the Mission], represented by [Name, Title of Chief of Mission etc.], hereinafter referred to as "**IOM**," and [**Name of the Service Provider**], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the "**Service Provider**." IOM and the Service Provider are also referred to individually as a "**Party**" and collectively as the "**Parties**."

1. Introduction and Integral Documents

1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.

1.2 The following documents form an integral part of this Agreement: [*add or delete as required*]

(a) **Annex A** - Bid/Quotation Form
(b) **Annex B** - Price Schedule
(c) **Annex C** - Delivery Schedule and Terms of Reference
(d) **Annex D** - Accepted Notice of Award (NOA)
(e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

2. Services

2.1 The Service Provider agrees to provide to the IOM the following services (the "**Services**"):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

2.2 The Service Provider shall commence the provision of Services from **[date]** and fully and satisfactorily complete them by **[date]**.

2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

2.4 If any United Nations ("UN") entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the "**Service Fee**").

3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: [services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]

3.3 The Service Fee shall become due [insert number of days in numbers] ([write figure in words]) days after IOM's receipt and approval of the invoice. Payment shall be made in [Currency code] by [bank transfer] to the following bank account:

Bank Name:
Bank Branch:
Bank Account Name:
Bank Account Number:
Swift Code:
IBAN Number:

3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

(a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
(b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
(c) In all circumstances it shall act in the best interests of IOM;

(d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;

(e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;

(f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;

(g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;

(h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

(i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.

(j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.

(k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

(a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;

(b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;

(c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;

(d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.

(e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to present it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.

(f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

(a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ("other personnel"). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.

(b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.

(c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.

(d) Ensure that the SEA provisions are included in all subcontracts.

(e) Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

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

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

6. Delays, Defaults and Force Majeure

6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.

6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.

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

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

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

The Service Provider agrees to maintain financial records, supporting documents, statistical records and all other records relevant to the Services in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the provision of Services under this Agreement. The Service Provider shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of 7 (seven) years from the date of final payment, for inspection, audit, or reproduction. On request, employees of the Service Provider shall be available for interview.

9. Confidentiality

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

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

10. Intellectual Property

All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Services shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

12.2 In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.

12.3 In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.

12.4 The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation, or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article

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

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Guarantee and Indemnities

15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.

15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

16. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

17. Termination

17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.

17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or

orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. 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.

19. Entirety

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

20. Final Clauses

20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

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

For and on behalf of The International Organization for Migration	*For and on behalf of* [Name of Service Provider]
Signature	Signature
Name: Position: Date: Place:	Name: Position: Date: Place: