RE-PUBLISHED

# **REQUEST FOR QUOTATION (RFQ).**

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| RFQ Reference: NG20-2023- 001 | Date: 09 March 2023 |

**SECTION 1: Request for Quotation (RFQ) for Engineering / Architectural Consultancy for the Analysis, Design and Supervision of Civil Works for the Construction & Renovation of the IOM Migration Health Assessment Center (MHAC) Annex 3, Lagos**

International Organisation for Migration (IOM) kindly requests your quotation for the provision of 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: Technical and Financial Offer

Annex 4: CVs Of Key Supervisory Staff

Annex 5: Bidder’s Declaration of Conformity

Annex 6: Vendor Information Sheet

Annex 7: Sample of IOM Service Agreement Template

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 evaluation 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.

Interested bidders can visit the site at our address at **1 Sasegbon Street, Ikeja GRA, Lagos** 8:30am to 3:30pm on weekdays from 13th to 23rd March 2023. Please fill and sign the register at the main gate.

This RFQ is open to ONLY Engineering/Architectural Services Providers that are registered and based in Nigeria.

Kindly request for the word version of the RFQ by sending and email to [iomlagostenders@iom.int](mailto:iomlagostenders@iom.int)

Thank you and we look forward to receiving your quotations.

Approved by:

Signature:

Name: Mohamed Abdi

Title: Procurement & Logistics Officer

Date: 09 March 2023

## **SECTION 2: RFQ INSTRUCTIONS AND DATA**

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| **Deadline for the Submission of Quotation** | **30 March 2023 at 1700 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 * 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: 32 MB * **Mandatory subject of email:** **Engineering / Architectural Consultancy for the Analysis, Design and Supervision of Civil Works for the Construction & Renovation of the IOM Migration Health Assessment Center (MHAC) Annex 3, Lagos** * If the bid consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. * 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)](https://www.ungm.org/Public/CodeOfConduct). |
| **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 NGN (Nigerian Naira) |
| **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:  Annex 2: Quotation Submission Form duly completed and signed  Annex 3: Technical and Financial Offer duly completed and signed and in  accordance with the Schedule of Requirements in Annex 1  Annex 4: CVs of Key Supervisory Staff (Project Manager and Foreman)  Annex 5: Bidders Declaration of Conformity  Annex 6: Vendor Information Sheet  Valid Certificate of Registration (Certificate of Incorporation)  Proof of Financial capacity. Vendor to provide detailed copies of audited financial statements for the last three years.  Valid 2021 Tax Clearance Certificate.    Annexes 2 to 6 shall be **duly signed,** accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialled by the person signing the Quotation Form. |
| **Quotation validity period** | **Quotations shall remain valid for 45 days 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 by Lots only |
| **Payment Terms** | Permitted up to three (3) instalments according to the milestone/deliverable achieved:   * 60% upon approval of design and BoQ * 30% upon supervision and confirmation of 60% completion of works by selected contractors * 10% upon the completion of project by the selected contractors (issuance of Certificate of Provisional Acceptance of woks (CPA); signed by IOM, Contractors and Architectural/Engineering Consulting Firm) |
| **Contact Person for correspondence, notifications and clarifications** | E-mail address: iomlagostenders@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 3 days before the submission deadline. Responses to request for clarification will be communicated by email |
| **Evaluation method** | ☒ meet IOM Minimum technical requirements  ☒The contract will be awarded to the Lowest priced most substantially compliant offer |
| **Evaluation criteria** | Full compliance with all requirements as specified in Annex 1  Full acceptance of the General Conditions of Contract |
| **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** | Service Agreement or Purchase Order for Service |
| **Expected date for contract award.** | 03 April 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](http://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 (ToR)**

***Title:*** ***Engineering / Architectural Consultancy for the Analysis, Design and Supervision of Civil Works for the Construction & Renovation of the IOM Migration Health Assessment Center (MHAC) Annex 3, Lagos***

## **Background of the Project:**

The International Organization for Migration (IOM) is part of the United Nations Systems as the leading international governmental organization promoting humane and orderly migration for the benefit of all since 1951, with 174 member states and a presence in over 100 countries. IOM has had a presence in Nigeria since 2002.

IOM operates Migration Health Assessment Centers (MHACs) providing migration health-related assistance for immigrants, refugees, asylum seekers and mobile populations. The purpose of health assessments is to identify and address medical conditions of public health and public safety concern, and conditions impacting health and social services. IOM Nigeria currently has MHACs in Abuja and in Lagos. In Lagos, there are two MHACs - MHAC Lagos main office (1 Isaac John street, Ikeja GRA) where approximately 500 clients are seen daily visit and MHAC Lagos Annex 1 (3 Joel Ogunnaike Street, GRA Ikeja) which sees 200 -250 clients daily. The

IOM Nigeria intends to open a 3rd MHAC in Lagos (at 1 Sesagbon Street, Ikeja GRA, Lagos) by Quarter 3 2023. IOM Nigeria is seeking the service of a qualified and experienced engineering / Architectural design company registered and based in Nigeria to conduct the analysis of the needs, develop additional design/drawing / material specifications and carry out supervision of works for the Construction of the new MHAC in Lagos. Detailed scope of work is given below.

## **Scope of Work:**

Within this consultancy, the engineering / Architectural design company will focus primarily on

* the analysis of the MHAC design from the preliminary design provided by IOM in line with the expected/ targeted number of clients and the current situation of the terrain (land) where to construct.
* provide recommendations and revised design as necessary, complete necessary all other designs e.g. plumbing, electrical and mechanical and to provide detailed technical specifications.
* Ensure the obtaining of the construction approvals for each of the infrastructure projects through cooperation with the respective competent authorities.
* provide the supervision during the implementation of construction works. All works should be carried out in line and full compliance with the necessary and latest National Building Code of the Federal Republic of Nigeria and/or International standards.

The design should include:

* Architectural Design
* Structural Design
* Electrical Design
* Mechanical Design
* Water and sanitary sewer design
* Fire protection design of the building
* Preparation of Cost Estimate and Technical Specifications
* Subcomponent Design Reports

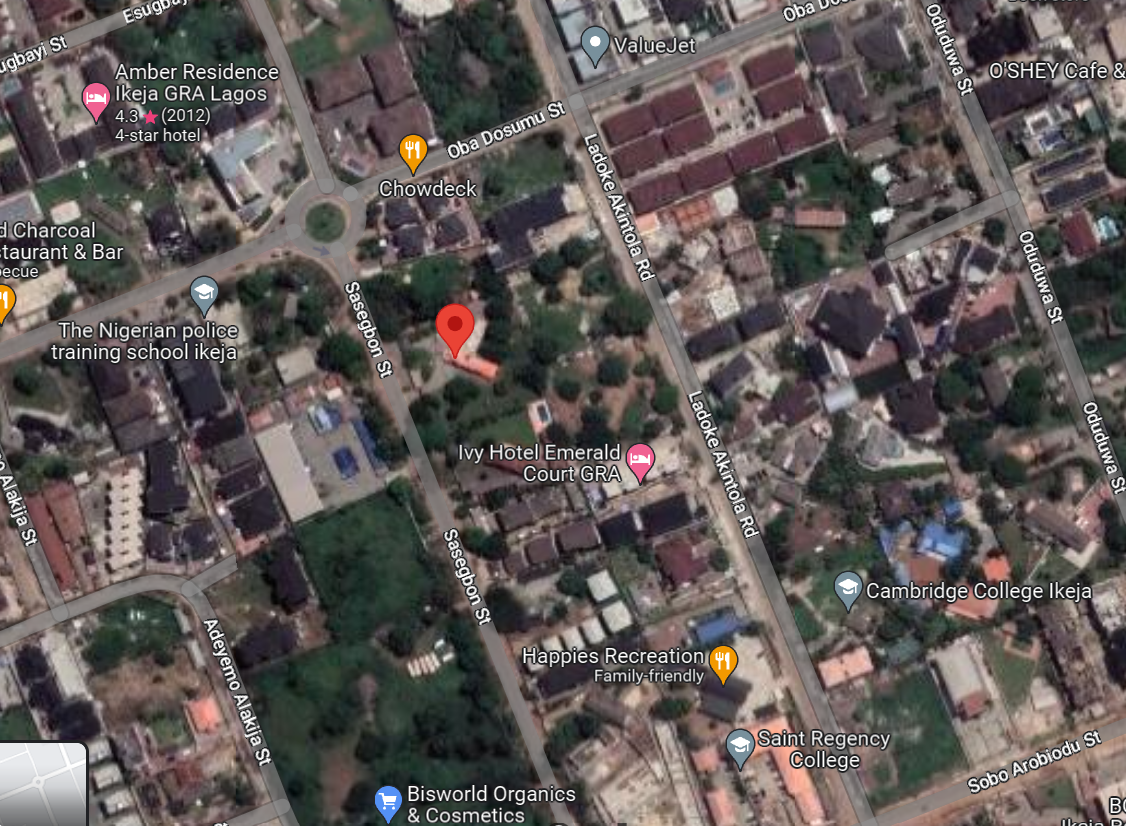
The work will be divided into two Lot:

LOT 1: the Analysis, Design and Supervision of Civil Works for the Construction of the TB and Serology Laboratory (this does not include the equipment)

LOT 2: the Analysis, Design and Supervision of Civil Works for the Construction of the other MHAC facilities excluding the TB and Serology Laboratory.

## **Location:**

This service will be required at No. 1 Sasegbon Street, Ikeja GRA, Lagos as shown on the map below.



The land size is Approximately 4,220 square meters and comprises of 3-Room Office Complex, 3 Toilets/Shower and 2 stores on Ground Floor; 3-Room Office Complex, 3 Toilets/Shower and 2 stores on First Floor; Detached 3-Room Boys Quarters, Store and 2 Toilets; Detached Massive Kitchen and Store; Detached Gazebo; and Security House (Ensuite).****

## 

## **Requirements**

**Process flow**

The health assessment process consist of two different streams, depending on the technical requirements of the receiving country. This has been summarized in the figure below.



**Number of offices required (LOT 1)**

The laboratory will comprise of ‎Biosafety Level 2+/3 (BSL-2+/3) TB laboratory and a general laboratory. The overall space is approximately 200m2 . Centralised air-conditioning would be recommended for the office, general laboratory area may be included in the same, though separation preferable. having laboratory facilities in close proximity is preferable for the efficient workflow, time and waste management .

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ROOM DESCRIPTION** | **REQUIREMENTS** | **SPECS** | | | | | | | | |
| TB CULTURE ROOM 80m2 | Floor | Monolithic, seamless, non-absorbent, chemical resistant vinyl, or epoxy resin flooring (medium/heavy duty) | | | | | | | | |
| Floor joining wall with rounded edge about 50 mm in diameter | | | | | | | | |
| Walls | Water-resistant or waterproof and chemical resistant – room must be fully sealed | | | | | | | | |
| Ceiling | Moisture resistant cladding – room must be fully sealed,  no hanging ceiling | | | | | | | | |
| Paint | Washable enamel (low sheen) paint: | | | | | | | | |
| ·         White for ceiling | | | | | | | | |
| ·         Light colour for walls (Gray, light blue) | | | | | | | | |
| Lighting | 700-1000 lumens p/m2 at the benchtop level – all light switches in the anteroom | | | | | | | | |
| [Lighting requirements in EN 12464‐1 (source link, last accessed on 23Nov’20)](https://eur02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fglamox.com%2Fuk%2Fsolutions%2Flaboratories-and-pharmacies&data=05%7C01%7Cabdmohamed%40iom.int%7Cdc0af9a3ab4443984a6f08db208fe7e7%7C1588262d23fb43b4bd6ebce49c8e6186%7C1%7C0%7C638139574658630630%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=tXb%2Bjx%2FfusHrTNx3yXRPhmunJzG4y3BPX6OFBaw9yi4%3D&reserved=0) | | | | | | | | |
| **Type of area, task, or activity** | | **Lux-level (Em)** | | **Glare rating (UGRL)** | | **Uniformity** | **Colour rendition** | **Specific requirements** |
|  |  | |  | | **(U0)** | | **(Ra)** |  |
| General lighting | | 500 | | 19 | | 0,60 | 80 | Illuminance at floor level. |
| Colour inspection | | 1000 | | 19 | | 0,70 | 90 | 6.000 K <=CCT\* <= 6.500 K |
| (e.g., serology, urine strips) | |
|  |  | | | | | | | | |
| Electrical installation | Power outlets according to positioning of equipment – please mark on the floor plan. | | | | | | | | |
| -       MGIT BacTec needs dedicated 20amp circuit breaker | | | | | | | | |
| -       Dedicated circuit breakers recommended for BSC | | | | | | | | |
| -       Dedicated circuit breakers for autoclave | | | | | | | | |
| 2x BSCs and 2x centrifuges would require UPS each | | | | | | | | |
| 2x BacTec should arrive with UPS | | | | | | | | |
| -       Incubator/BacTec, BSC, centrifuge, fridge/freezer should be on emergency power supply (generator) line | | | | | | | | |
| -       Emergency lights or lights connected to EPS | | | | | | | | |
| -       Refrigerators, freezers, incubators should have power surge protectors | | | | | | | | |
| Staining sink (advisable) | Stainless steel 500mmx500mmx300mm (LxWxD), with stainless steel (or tiles) wall splash back 300mm high on each side of sink adjoining walls | | | | | | | | |
| Air Conditioning | BTU capacity suitable for the size of the room and the equipment. | | | | | | | | |
| -       I would advise having two, one smaller to be used as backup or at night as needed. | | | | | | | | |
| Door into culture room | Opens inside, self-closing, glass at least half of the height | | | | | | | | |
| Work benches | Epoxy resin (preferrable), or mild grade stainless steel benchtop. Floor to benchtop measurement of ~900mm. | | | | | | | | |
| Bench edges that abut walls or equipment need 300mm high stainless-steel splash back. No cupboards underneath | | | | | | | | |
| Air exhaust system | Must be capable of 6-12 complete air changes per hour of the room volume. | | | | | | | | |
| Non-recycled, not connected to other rooms, exhaust duct 2-3m above the rooftop. The duct needs protection from rain. | | | | | | | | |
| Intercom (desirable) | Wall mounted intercom to the Laboratory Office | | | | | | | | |
| Safety shower, eyewash station | At the staining or handwashing (if available) sink, | | | | | | | | |
| Emergency Shower can be simple shower head (not ideal though) | | | | | | | | |
| Network outlets, or | Decide positions based on the floor plan. | | | | | | | | |
| wi-fi connectivity options |
| Exhaust venting for staining sink (recommended) | Not re-circulating air in the room, can be connected to the main exhaust | | | | | | | | |
| LABORATORY AIRLOCK  (anteroom to TB room) 3m2 | Floor | Same as culture room above | | | | | | | | |
| Walls | Glass where possible | | | | | | | | |
| Ceiling | Same as culture room above | | | | | | | | |
| Paint | Same as culture room above | | | | | | | | |
| Lighting | 500 lumens p/m2 | | | | | | | | |
| Hand washing sink | with sensor, elbow or foot operated tap for handwashing | | | | | | | | |
| Door | self-closing latch mechanism with controlled access – keypad or card entry, opens inside | | | | | | | | |
| General Laboratory | Floor | Same as the TB lab room | | | | | | | | |
| 50m2 | Walls | Same as the TB lab room | | | | | | | | |
|  | Ceiling | Can be hanging ceiling | | | | | | | | |
| Phlebotomy,  same specs excluding urine collection | Paint | Same as the TB lab room | | | | | | | | |
| 30m2 | Lighting | Same as the TB lab room | | | | | | | | |
| 4 phlebotomy stations | Electrical installation | Same as the TB lab room | | | | | | | | |
|  | Laboratory sink | Same as the TB lab room | | | | | | | | |
|  | Air Conditioning |  | | | | | | | | |
|  | Safety shower, eyewash station | At the staining or handwashing (if available) sink, | | | | | | | | |
|  | Emergency Shower can be simple shower head (not ideal though) | | | | | | | | |
|  | Network outlets, or | Decide positions based on the floor plan. | | | | | | | | |
|  | wi-fi connectivity options |
|  | Air exhaust system (for phlebotomy) | 6-12 complete air changes per hour of the room volume. | | | | | | | | |
|  | Non-recycled. | | | | | | | | |
| Specimen collection bathrooms  (part of phlebotomy?) | Collection bathrooms (part of phlebotomy?) | Handwashing sinks outside toilets, | | | | | | | | |
| Toilet water tanks contain stains so it cannot be used to dilute specimens | | | | | | | | |
| Personal effects storage cabinets for applicants | | | | | | | | |
|  | 4 bathrooms for ladies,  3 urinals (with shelves, for specimen container) and 1 bathroom for males. | | | | | | | | |
| LAB admin and data processing office (if needed) for 2 persons. 15m2 | Floor | As for other general office | | | | | | | | |
| Walls | As for other general office | | | | | | | | |
| Ceiling | As for other general office | | | | | | | | |
| Paint | Washable enamel (low sheen) paint: | | | | | | | | |
| ·         White for ceiling | | | | | | | | |
| ·         Light colour for walls (gray, light blue?) | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points, positions to be indicated on the floorplan based on the layout. | | | | | | | | |
| Network outlets | As you decide based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | 1200 mm (as on the floor plan) | | | | | | | | |
| Sputum collection area with 6 collection booths 40m2 | Floor | Washable | | | | | | | | |
| Walls | Washable | | | | | | | | |
| Paint | Same as TB lab | | | | | | | | |
| Lighting | As needed, sun-lit preferable | | | | | | | | |
| Hand washing sink | Must have | | | | | | | | |
| Ventilation | Natural preferable. | | | | | | | | |
| Layout dictated by the prevailing winds, | | | | | | | | |
| Collection booths downwind and away from waiting area or bypassers. | | | | | | | | |
| Lab manager office 10m2 | Floor | As for other general office | | | | | | | | |
| Walls | As for other general office | | | | | | | | |
| Paint | As for other general office | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other general office | | | | | | | | |
| Lab supervisors' (two persons) office 15m2 | Floor | As for other general office | | | | | | | | |
| Walls | As for other general office | | | | | | | | |
| Paint | As for other general office | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other general office | | | | | | | | |
| Staff room 40m2 | Floor | As for other general office | | | | | | | | |
| Walls | As for other general office | | | | | | | | |
| Paint | As for other general office | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the needs and the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other general office | | | | | | | | |
| big store 100m2 | Floor | As for other general office | | | | | | | | |
| Walls | As for other general office | | | | | | | | |
| Paint | As for other general office | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other offices at MHAC | | | | | | | | |
| small store  (only if the big store is apart from the laboratory) 20m2 | Floor | As for other offices at MHAC | | | | | | | | |
| Walls | As for other offices at MHAC | | | | | | | | |
| Paint | As for other offices at MHAC | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the needs and the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other offices at MHAC | | | | | | | | |
| Changing room 30m2 | Floor | As for other offices at MHAC | | | | | | | | |
| Walls | As for other offices at MHAC | | | | | | | | |
| Paint | As for other offices at MHAC | | | | | | | | |
| Lighting | 500 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other offices at MHAC | | | | | | | | |
| Reagent preparation room 20m2 | Floor | As for other offices at MHAC | | | | | | | | |
| Walls | As for other offices at MHAC | | | | | | | | |
| Paint | As for other offices at MHAC | | | | | | | | |
| Lighting | 501 lumens p/m2 at the desk level | | | | | | | | |
| Power outlets (power points) | Double power points (positions will be indicated on the floorplan) | | | | | | | | |
| Network outlets | based on the layout | | | | | | | | |
| Air Conditioning | As necessary | | | | | | | | |
| Door (main entrance) | As for other offices at MHAC | | | | | | | | |

**Number of offices required (LOT 2)**

The New MHAC in Lagos will consist of the following units: Doctors office, Nurses offices, Data registration cubicles, X-Ray room, X- ray control room, vaccination rooms and a Certificate Collection room. Other facilities will include staff and clients toilets, waiting areas, Conference room, Kids Play area, Breast feeding room, Medical store , staff lounge, Server room, TB treatment room, Inverter / solar battery room and sputum collection booths. The estimated sizes for the various rooms is provided below.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Stream 1** | **Stream 2** | **Room Size (Sqm)** |
| **Estimated number of cleints / day** | **500** | **300** |  |
| Drs | 10 | 15 | 12 |
| Nurses | 3 | 12 | 10.5 |
| Data | 13 | 15 | 1.9 |
| X-Ray Machines | 4 | 3 | 19.5 |
| Radiographers/ Chaperones | 12 | 9 | 1.9 |
| Vaccination |  |  | 30 |
| Certificate Collection |  |  | 66 |
| Admin & Customer service |  |  | 30 |
| Conference room |  |  | 160 |
| Kids Play area |  |  | 24 |
| Breast feeding area |  |  | 12 |
| Medical store |  |  | 36 |
| Staff lounge |  |  | 40 |
| Server room |  |  | 13.5 |
| 4 phlebotomy stations |  |  | 30 |
| Specimen collection bathrooms  4 bathrooms for ladies,  3 urinals (with shelves, for specimen container) and 1 bathroom for males. |  |  |  |

The total office space required is estimated at between 1500 -2000sqm. The area required for the construction of purposed project will be occupied according to the need and in full compliance with the latest National Building Code and International standards and in confirmation with the IOM.

## **Phases of the Project and Deliverables**

1. **Field Review and Measurements:** - consultant will be required to conduct a site review and conduct a site/topographic survey of the property.

**Deliverable 1** – Site survey include all dimensions and boundaries of the site, elevations of the sites, as well as any key features of the site.

1. **Structural Analysis and Design Development**: - full design analysis and drawings of the project to be executed for the project, with all aspects meeting National Building Code of the Federal Republic of Nigeria and Client (IOM) comments and changes made during the Preliminary Design Phase considered. Design Development drawings are to be submitted to Client for review and approval prior to proceeding to Final Design stage.

**Deliverable 2 - Drawings should be approximately 90% complete for the submission at this stage. Specifications and BoQ should also be submitted at this stage.**

1. **Final Structural Analysis and Design**: - refinements and adjustments to the structural analysis and design as required based on IOM comments and changes made during the Design Development Phase taken into account. Final Design Drawings are to be submitted to the IOM for review and approval prior to proceeding to the Tendering Stage.

**Deliverable 3- Drawings, BoQ and specifications should be 100% complete at this stage.**

1. **Obtaining of the construction approvals:** The Consultancy company shall be responsible getting the formal appraisal approval, on behalf of the IOM to apply for Construction Approval as may be required by federal or state building or planning agencies.

**Deliverable 4 - Planning and Construction permit should be 100% complete at this stage.**

1. **Tendering**: - drawings are to be put out for Tender. The bidding process is to be done by IOM with drawings/specifications and BoQ as provided by the Consultant. **Contractor selection**: - IOM will process the selection of the contractors at the time of the closure of the bids. **Note**: Engineering Consultant Company would not be part of the contractor selection.t.
2. **Contract administration and construction review**: - Consultant is responsible for the ongoing review of the construction work and ensuring that the work is being completed as per the drawings. Consultant must have a person capable and responsible for the site review whenever the Contractor is working on site. Consultant is responsible for quantity verification, making sure that the Contractor is following the drawings. Consultant is responsible for quantity verification, making sure that the Contractor is following the drawings, writing daily reports on the progress of the projects, as well as recording and helping to remediate any issues encountered during construction. Daily reports by the Consultant are to be submitted to IOM every week. Consultant is to actively engage with the Contractor and assist to help any issues that arise. Prior to the start of the construction, the consultant shall incorporate any changes made to the drawings/bills during the tender period, produce the construction set of drawings, for use during the construction period and initiate variation order processing when necessary.

**Deliverable 6 - Site review reports, up to date quantities for as built work, ‘construction set of drawings’ at the beginning of the construction work period.**

## **Scope of the Design Work**

The consultant will carry out all of the following work in compliance with the Nigerian National Building Code and IOM rules and regulations:

1. **Site Development:** plan and design shall include the following; site map; topography of site and intended line and grade; land technical descriptions; facilities layout such as compound wall, buildings, utilities (raw and rain water reservoir and treatment plant, septic tanks, gray water reservoir and treatment plant, solid waste collection and disposal scheme, fuel reservoir, fire hydrants, water system line, sewer system line, electrical system underground line and junction boxes, telecommunications lines and junction boxes) play grounds, open spaces, parking spaces, roads, pathways, curbs, gutters, culverts, catch basins, storm drainage line. Detailed design and drawings of mentioned facilities are required to guide bidders and contractors.
2. **Architectural:** the preliminary architectural design has been provided by IOM. Consultant to provide necessary recommendation if any change or revision required especially in line with Structural Analysis of the design.
3. **Structural:** the preliminary plans and design has been provided by IOM, the consultant require to conduct the computations for buildings, compound walls, water reservoir, septic tanks and holding ponds, roads, pathways, curbs, gutters, storm drainage, culverts, catch basins; such as foundation plans, columns, beams, floors, walls, roof framing plans, testing methods and procedures during and after construction. Consultant to provide recommendation and the design revision should there’s requirement from structural analysis. Structure should be designed appropriately for the seismic zone and the wind loading for the area.
4. **Electrical:** Consultant to provide the plans, designs and computations for facilities electrical system, building wiring and protection system, power transformers, generators, automatic transfer switches (ATS), main circuit breakers and distribution panel boards, wiring and protection devices for all utility equipment, and VAC system, testing methods and procedures during and after installations; and during operation.
5. **Electronics**: Consultant to provide recommendation and plans and design such as telephone and internet system, fire, smoke, security detectors and alarms, controls and instrumentations for electro mechanical equipment, testing methods and procedures during and after installation; and during operation.
6. **Mechanical:** Consultant to provide recommendation of plans, designs and computations for VAC (ventilation and air conditioning system), firefighting system, generators, pressure pumps and motors, testing methods and procedures during and after installation; and during operation.
7. **Water system** plans, design and computations for rain water harvesting; rain and gray water storage and treatment for drinking and flushing of toilets; water piping system for bathing, laundry and kitchen, water piping system for flushing of toilets, drinking water, gray and black water testing methods and procedures during and after installation; and during operation.
8. **Sewage system** plans, design and computations of sewage treatment plant for black water effluent disposal and gray water for recycling and use; testing methods and procedures during and after installation, and during operation. Design must meet effluent discharge requirement of local and national environmental agency.
9. **Preparation of bill of quantities** and costs that shall include detailed materials, equipment, appliances, furniture schedule and cost with accompanying rate analysis for major items.
10. **Compiling of designs**, working drawing and technical specifications into packages for obtaining relevant building approval permits and for tendering and construction purposes.

## **Specific Activities**

* Advise on pre-qualification and selection of main and specialized contractors. Adequate assistance to IOM to carry out a careful analysis of bidders’ qualifications, the offers received and a recommendation on the technical and financial advantages and disadvantages of each offer, as required by IOM.
* Attendance at the contractor pre-bid conference for each contract and review and answers bidder queries and questions related to design / construction.
* Coordination with IOM technical team and senior management for the appropriateness of design and technical specifications on regular basis.
* To monitor the progress of the works by comparing the actual progress with the approved program of the works and to take / recommend the appropriate measures to be taken, in case the works are behind schedule.
* To arrange and take part to regular site progress meetings by liaising with the IOM and other involved parties.
* To prepare draft agendas and minutes of meetings of all formal visits in which the consultants participate.
* To advise IOM on possible ways to avoid unforeseen extra expenditures for the project.
* To advise the IOM on any possible claim or contractual problems arising during the works.
* To carry out any other task related to the Direction and Supervision of the works as may be requested by the IOM.

# **Submissions and Drawings**

Document submissions shall be submitted in MS word or pdf format in English. All drawings submitted for each stage shall:

* be to scale.
* be in English.
* be dated, with revision number as applicable.
* be in AutoCAD, pdf format (may be emailed) as well as one paper copy on A0 paper delivered to the office, for phases 1 through 4.
* 6 sealed copies of each (Architectural, Structural. Mechanical and Electrical drawings) shall be provided for the purpose of obtaining Building approval permit.
* 2 hard copies and soft copies of the drawings, A0 size, shall be provided for the Tender stage of the project.
* 5 copies of the ‘Construction Drawings’, A0 size shall be produced at the Construction Administration and Contract review stage.

# **Expertise Required**

## **Engineering / Architectural Consultant Company**

* The applicant should be registered and accredited in the Federal Republic of Nigeria for the purpose of this work
* The firm shall have proven experience in design, project management and supervisory of health and/or public buildings and infrastructure projects as well as implementation of at least 5 years. Those bidding for Lot 1 should have experience designing and building an level 2 or 3 laboratory.
* At least 2 (two) successfully prepared detailed designs and 2 (two) completed supervisions within the last 5 (five) years of educational facilities, community buildings, and civil construction structures of similar size and complexity
* All other requirements for the vendors as stated in the IOM Bid Documents.

## **Personnel**

The Engineering Consultant Company shall provide qualified Key experts with a minimum of ten years professional experience with specialization in Architectural, Civil Engineering, Structural Engineering, Electrical Engineering, and Mechanical / HVAC Engineering required for the implementation of the services described in this TOR. Experience in medical laboratory biosafety designing is desired.

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

* University degree in the relative discipline (Architectural, Civil, Structural, Electrical and Mechanical Engineering) from a recognized University.
* At least 10 years of general professional experience in the area of their specialization.
* At least 5 years of specific professional experience in conformity with the requirements of this specific task.
* Project management skills
* Fluent in English
* Computer skills – MS Office, AutoCAD, Staad, ETABS or other design software.
* Knowledge about Federal Republic of Nigeria/Lagos State legislation in the sphere of construction work.

# **Cost for Consulting Services**

Price for design and all of the costs associated with the design shall be per square meter of floor area to be designed and managed as per the TOR. Please use the Annex 3: Technical and Financial Offer template provided.

# **Duration**

The estimated duration for the consultancy services:

* Design and Analysis (including survey, geotechnical analysis, structural analysis, design/drawings, etc.) : 4 weeks

Supervision for implementation of construction works : 5 months

# **IOM Proposed Payment Terms:**

* 60% upon approval of design and BoQ
* 30% upon supervision of the selected contractor
* 10% upon the completion of project by the selected contractor (issuance of CPA Certificate of Provisional Acceptance: signed by IOM, Design Company and Contractor

# **The following evaluation criteria shall be used to evaluate the Bids received:**

1. **Preliminary Examination of Bids [Pass/Fail criteria]**

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 required documents deemed as important, such Bidder shall be disqualified at this stage

|  |  |  |
| --- | --- | --- |
| **Eligibility Requirement** | **Importance** | **Criteria** |
| Annex 2: Quotation Submission Form duly completed and signed (and preferably stamped) | High | Pass/Fail |
| Annex 3: Technical and Financial Offer duly completed and signed (and preferably stamped) | High | Pass/Fail |
| Annex 4: CVs Of Key Supervisory Staff | Medium | Pass/Fail |
| Annex 5: Bidder’s Declaration of Conformity duly completed and signed | Medium | Pass/Fail |
| Annex 6: Vendor Information Sheet duly completed and signed | Medium | Pass/Fail |
| Valid Certificate of Registration (Certificate of Incorporation) | High | Pass/Fail |
| Audited Financial Statements for the last three (3) Years | High | Pass/Fail |
| Submission of valid 2021 Tax Clearance Certificate | Medium | 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/examination.*

**B. Technical Examination [Weighted criteria]:**

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** |
| **General Experience**  Provide evidence of past experience – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references. | 4 or more civil design, project management and supervision of health and/or public buildings and infrastructure projects of equivalent nature and complexity. | **20 Points** |
| 2-3 civil design, project management and supervision of health and/or public buildings and infrastructure projects of equivalent nature and complexity | 10 Points |
| **Experience in health facilities (LOT 2)**  Provide evidence of past experience in design, project management and supervisory of health facility for at least 5 years. – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references. | More than 1 civil design, project management and supervision of health and/or public buildings and infrastructure projects of equivalent nature and complexity  1 civil design, project management and supervision of  health and/or public buildings and infrastructure projects of equivalent nature and complexity | 20 Points  10 points |
| **Experience in ‎Biosafety Level 2+ / 3 (LOT 1)**  Provide evidence of past experience in design, project management and supervisory of ‎Biosafety Level 2+ / 3 laboratory. – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references. | More than 1 civil design, project management and supervision of health and/or public buildings and infrastructure projects of equivalent nature and complexity  1 civil design, project management and supervision of  health and/or public buildings and infrastructure projects of equivalent nature and complexity | 20 points  10 points |
| **Concept and Ideas**  Provide Conceptual 2D / 3D drawings for the new MHAC Lagos and / or **Biosafety Level 2+ / 3 laboratory (for LOT 1)** based on the information provided above | Exceeds IOM’s specifications / expectation  Fully Meets IOM’s specifications / expectation  Partially meets IOM’s specifications | 20 points  10 points  5 points |
| **Work Plan**  Provide proposed Project Schedule | +/- 10% within IOM proposed completion time | **10 Points** |
| > 10% above IOM proposed completion time | 0 Points |
| **Financial Capacity:** This category is based on the Bidders’ financial capability to mobilize and actually carry out the proposed assignment without 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 years. | 10 point |

|  |  |  |
| --- | --- | --- |
| **Project Manager**  Detailed CV should be presented for a Project manager with extensive experience in supervision of health and/or public buildings and infrastructure projects as well as implementation. Attach Certificate with ARCON/COREN or other equivalent professional body in the construction industry. | Master’s Degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering with minimum of 15 years’ experience in relevant activity or | **15 Points** |
| Master’s Degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering with minimum of 10-12 years’ experience in relevant activity or | 10 Points |
| Master’s Degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering with minimum of 7-9 years’ experience in relevant activity | 5 points |

|  |  |  |
| --- | --- | --- |
| **Team Composition**    A team with minimum composition of architect and Civil, Structural, Electrical and Mechanical Engineers with experience in supervision of health and/or public buildings and infrastructure projects as well as implementation  Detailed CV should be presented (attach ARCON /COREN Certification or equivalent.  The proposed team member presented in this proposal must work and participate throughout the whole project phase. Replacement of team member will require strong justification and approval of IOM. | A team comprising of a minimum with 4 members with a Bachelor’s degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering) with 10 years’ relevant experience or above. | **20 Points** |
| A team comprising of a minimum with 4 members with a Bachelor’s degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering) with 7-8 years’ relevant experience. | 15 Points |
| A team comprising of a minimum with 4 members with a Bachelor’s degree in Architecture, Civil, Structural, Electrical and Mechanical Engineering) with 5-6 years’ relevant experience. | 10 points |
| ***Only the Financial Proposal of bidders that obtain a 70% Pass and above in the technical evaluation shall undergo the financial evaluation.*** | | |

**C. Detailed Examination of Bids (Financial Examination)**

Only the Financial Proposal of bidders that obtain 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.

The lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the

other Financial Proposals shall be computed based on the formula:

Sf = 100 x Fl / F

Where:

Sf - is the financial score of the Financial Proposal under consideration,

Fl - is the price of the lowest Financial Proposal, and

F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the

weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1) . Sc = St x T% + Sf x F%

**Post Qualification**:

Prior to award, post-qualification will be carried out by IOM to further determine the selected Service Provider’s technical and financial capability to perform the contract. IOM shall verify and validate any documents/information submitted and shall conduct ocular inspection[[1]](#footnote-2) of the office, plant and equipment and previous projects.

If the lowest evaluated bidder fails in post qualification examination, its bid shall be rejected, and the next ranked bidder shall then be subject to post qualification examination. If successful, this bidder shall receive the award, otherwise the process continues.

**Award of Contract**:

The Bidder that has submitted the Lowest priced most substantially compliant offer who has been determined to be qualified to perform the contract shall be selected and awarded.

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

**Delivery Requirements**

|  |  |
| --- | --- |
| **Delivery Requirements** | |
| **Delivery date and time** | Bidder shall deliver the service **6 months (234 weeks)**  after Contract signature. |
| **Delivery Terms (INCOTERMS 2020)** | DAP |
| **Customs clearance**  **(must be linked to INCOTERM** | Not applicable |
| **Exact Address(es) of Delivery Location(s)** | 1 Sesagbon Street, Ikeja GRA, Lagos. |
| **Distribution of shipping documents (if using freight forwarder)** | Not Applicable |
| **Packing Requirements** | Not Applicable |
| **Training on Operations and Maintenance** | Not Applicable |
| **Warranty Period** | Not Applicable |
| **After-sales service and local service support requirements** | Not Applicable |
| **Preferred Mode of Transport** | Not applicable |
| **Other information** | Should vendor wish to conduct site visit, please contact IOM Lagos Procurement by emailing [iomlagostenders@iom.int](mailto:iomlagostenders@iom.int) |

**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: | Engineering / Architectural Consultancy for the Analysis, Design and Supervision of Civil Works for the Construction & Renovation of the IOM Migration Health Assessment Center (MHAC) Annex A, Lagos | Date: Click or tap to enter a date. |

## **ANNEX 3: TECHNICAL AND FINANCIAL OFFER**

*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: | Engineering / Architectural Consultancy for the Analysis, Design and Supervision of Civil Works for the Construction & Renovation of the IOM Migration Health Assessment Center (MHAC) Annex A, Lagos | Date: Click or tap to enter a date. |

**Technical Offer**

Provide a technical proposal addressing the following (Reference to the requirements stipulated in Annex 1):

General Experience:

Provide evidence of past experience – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references.

Experience in health facilities:

Provide evidence of past experience in design, project management and supervisory of health facility for at least 5 years. – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references.

Experience in ‎Biosafety Level 2+ / 3:

Provide evidence of past experience in design, project management and supervisory of ‎Biosafety Level 2+ / 3 laboratory. – list of clients for similar services in the last 5 years as those required by IOM, indicating description of contract scope, contract duration, contract value, contact references.

Concept and Ideas:

Provide Conceptual 2D / 3D drawings for the new MHAC Lagos and / or Biosafety Level 2+ / 3 laboratory (for LOT 1) based on the information provided above

Work Plan:

Provide proposed Project Schedule

Qualifications and experience of key personnel:

Provide detailed CVs and evidence of qualifications as well as certification by professional bodies in the construction industry.

Financial Capacity: This is used to determine the Bidders’ financial capability to mobilize and carry out the proposed assignment without the need for pre-financing.

Provide copies of the last three years’ audited financial statements.

Statutory Documents:

Valid Certificate of Registration (Certificate of Incorporation)

Submission of valid 2021 Tax Clearance Certificate

**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: Nigerian Naira (NGN)**

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description of Service/Deliverables** | **Price NGN** |
|  | Field Review and Measurements: Site survey include all dimensions and boundaries of the site, elevations of the sites, as well as any key features of the site. **This is for both TB and Serology Laboratory and other MHAC Facilities.** |  |
|  | Final Structural Analysis and Design: Drawings, BoQ and specifications (100% complete). **This is for both TB and Serology Laboratory and other MHAC Facilities.** |  |
|  | Obtaining of the construction approvals: Planning and obtaining relevant Construction permits on behalf of IOM (100% complete). **This is for both TB and Serology Laboratory and other MHAC Facilities.** |  |
|  | Contract administration and construction review: Supervision of construction works and reporting: Site review reports, up to date quantities for as built work, construction set of drawings’ at the beginning of the construction work period. **This is for both TB and Serology Laboratory and other MHAC Facilities.** |  |
| **Total Price** | |  |

**Compliance with Requirements (PLEASEE FILL THIS SECTION)**

|  |  |  |  |
| --- | --- | --- | --- |
|  | You Responses | | |
| Yes, we will comply | No, we cannot comply | If you cannot comply, pls. indicate counter proposal |
| Delivery Lead Time: 6 months (24 weeks) |  |  | Click or tap here to enter text. |
| Validity of Quotation: 45 days |  |  | Click or tap here to enter text. |
| Payment terms: IOM proposed payment terms |  |  | Click or tap here to enter text. |
| Agree with IOM Service Agreement Template: Read and Agree with Annex 4 |  |  | 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 4: CVs OF KEY SUPERVISORY STAFF (PROJECT MANAGER AND EACH TEAM MEMBER). Kindly present one CV for each:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

|  |  |  |
| --- | --- | --- |
| **Position (as per ToR)** |  | |
| **Personnel Information** | Name: | |
|  | Nationality: | Date of birth: |
|  | Language Proficiency: | |
| **Present Employment** | Name of employer: | Contact: (manager or HR) |
|  | Address of employer: | |
|  | Telephone: | Email: |
|  | Job title: | Years with present employer: |
| **Education / Qualifications** | *Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.* | |
| **Professional Certifications** | *Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.* | |
| **References:** | *Provide names, addresses, phone and email contact information for two (2) references*. | |

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |

**ANNEX 5: BIDDER’S DECLARATION OF CONFORMITY[[2]](#footnote-3)**

| **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 judgement 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 organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; 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; 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>. |
|  |  | 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 6: VENDOR INFORMATION SHEET[[3]](#footnote-4)**

For new vendor that is not yet registered as IOM vendor, please attach the latest vendor information sheet to be filled in and signed by the vendor



## **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. 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.
   2. The following documents form an integral part of this Agreement: [*add or delete as required*]
      1. **Annex A** - Bid/Quotation Form
      2. **Annex B** - Price Schedule
      3. **Annex C** - Delivery Schedule and Terms of Reference
      4. **Annex D** - Accepted Notice of Award (NOA)
      5. **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.

1. 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.

1. Warranties

4.1 The Service Provider warrants that:

1. 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;
2. It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
3. In all circumstances it shall act in the best interests of IOM;
4. 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;
5. It has not misrepresented or concealed any material facts in the procurement of this Agreement;
6. The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
7. It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
8. 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.
9. 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.
10. 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.
11. 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:

1. 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;
2. 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;
3. 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;
4. 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.
5. 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.
6. 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:

1. 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:
2. 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.
3. 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.
4. Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
5. 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.
6. Ensure that the SEA provisions are included in all subcontracts.
7. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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]

1. 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.

1. 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)).

1. 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.

1. 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.

1. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this A greement 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.

1. 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.

1. 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.

1. 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.

1. 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: |  | Name: |
| Position: |  | Position: |
| Date: |  | Date: |
| Place: |  | Place: |

1. If applicable. [↑](#footnote-ref-2)
2. **This form is mandatory to fill in and sign by every vendor who submits quotation**  [↑](#footnote-ref-3)
3. [Vendor Information Sheet.xlsx](https://iomint.sharepoint.com/:x:/t/ManilaSupplyChainUnit/EcdiXZEFetxEl29DHqMnNLgBnUvABCGiNC-UMMSpf4ddXQ?e=IBVJfN) [↑](#footnote-ref-4)