



International Organization for Migration (IOM)
The UN Migration Agency
IOM Nigeria

REQUEST FOR PROPOSALS (RFP)
AND
GENERAL INSTRUCTION TO SUPPLIERS (GIS)¹

To : Eligible service providers
Title of work : IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across the 6 Geo-political zones
Ref. No. : NG10-19-1327
Date : 26 November 2019

The International Organization for Migration (IOM), the UN Migration Agency is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM invites interested eligible suppliers to submit Proposals for the “IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across in Keffi (2), Lagos, Owerri, Port Harcourt and Kano” as detailed in attached Terms of Reference (Annex A).

With this RFP is the GIS which include the Instructions to Suppliers, Terms of Reference and administrative requirements that Suppliers will need to follow to prepare and submit their quotation for consideration by IOM.

Original provision of the proposal with all the supporting documents shall be enclosed **into sealed envelopes** clearly marked “Tender NG10-19-1327 IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across the 6 Geo-political zones ” **not later than 13 December 2019 at 11.00 hrs** to:

Tender Box

International Organization for Migration (IOM)

12 Haille Selassi Street, Asokoro, Abuja

Proposal **must be registered in the bid registry** available at The Reception Desk

Proposals submitted after deadline will be rejected.

Proposals shall be valid for a period of 60 days with confirmation of stated price validity for one year period after submission of Bids.

Please address questions in writing to the following email rsemlek@iom.int and fsimpson@iom.int specifying in the subject line: "Tender NG10-19-1327 IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across the 6 Geo-political zones" not later than 2 (two) working days prior to deadline for submission.

IOM reserves the right to accept or reject any Proposal, and to cancel the procurement process and reject all Proposals at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Contractor/s or any obligation to inform the affected Contractor/s of the ground for the IOM's action.

Very truly yours,

Bids Evaluation and Awards Committee
IOM Nigeria

GENERAL INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Service

IOM request prospective service provider, hereinafter referred to as the “IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across the 6 Geo-political zones” as detailed in attached Terms of Reference (Annex A).

Requirements:

1. A company profile.
2. The resume of the facilitators and support personnel.
3. Reports of similar trainings conducted by the contractor in the past 5 years (minimum).
4. Training methodology.
5. Registration with the Corporate Affairs Commission (CAC).
6. A financial proposal with a breakdown of cost – professional fees, cost of venue, transportation, etc

2. Corrupt, Fraudulent, and Coercive Practices

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

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have conflicting interest under any of the circumstances set forth below:

- A Supplier has controlling shareholders in common with another Supplier;
- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this Proposal;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Proposal of another or influence the decisions of the Mission/Procuring Entity regarding this quotation process;
- A Supplier submits more than one Proposal in this quotation process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of this quotation process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award.

5. Cost of Preparing the Quotation

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

6. Errors, omissions, inaccuracies and clarifications

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

Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Proposal Documents.

Suppliers requiring any clarifications on the content of this document may notify the IOM in writing at the following address.

Please address questions in writing to the following email rsemlek@iom.int and fsimpson@iom.int specifying in the subject line: "Tender NG10-19-1327 IT training for officers of the Federal Ministry of Labour and Employment (FMLE) and the National Commission for refugees Migrant and internally displaced persons (NCFM) staff across

the 6 Geo-political zones "not later than 2 (two) working days prior to deadline for submission.

Copies of the response including description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IOM. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IOM's Right to accept any Proposal and to reject any and all Proposals

IOM reserves the right to accept or reject any Proposals, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IOM's action.

9. Requirements

9.1 Proposal Documents

The following shall constitute the Proposal Documents to be submitted by the Suppliers:

1. A company profile.
2. The resume of the facilitators and support personnel.
3. Reports of similar trainings conducted by the contractor in the past 5 years (minimum).
4. Training methodology.
5. Registration with the Corporate Affairs Commission (CAC).
6. A financial proposal with a breakdown of cost – professional fees, cost of venue, transportation, etc

9.2 Proposal Form

The Proposal Form and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Proposal Form.

The language of the Proposal shall be in **English** and prices shall be quoted in **NGN (Nigerian Naira), exclusive of VAT.**

Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account, unless

otherwise approved by IOM. A submitted Proposal with an adjustable price Proposal will be treated as non-responsive and will be rejected.

9.3 Validity of Proposal Price

The Proposal shall remain valid for a period of 60 days after the deadline for submission.

In exceptional circumstances, prior to expiry of the period of validity of Proposals, IOM may request that the Suppliers extend the period of validity for a specified additional period. The request and the response there to shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its Proposal.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Proposal, documents establishing the Supplier's eligibility to submit Proposal and its qualifications to perform the contract if its Proposal is accepted. The IOM's standard Vendors Information Sheet shall be used for this purpose.

In the case of a Supplier not doing business within the Mission's country, the Supplier is or will be (if awarded the contract) represented by an Agent in that country equipped, and be able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

10. Submission of Proposal Documents

Duly signed and stamped Proposal must be submitted in **a sealed envelope**. The Suppliers must seal the "Original" of the Quotation Documents as stated in item 9.1 (Proposal Documents) shall be duly signed and stamped and delivered **not later than 13 December 2019 at 11.00 hrs.**

Late Proposals will be rejected.

11. Opening of Quotations.

At the indicated time and place, the opening of Proposals shall be carried out by IOM in the presence of the Contractors who wish to attend. IOM reserve the right to conduct opening of Proposals in public or not.

12. Acceptance of Quotations.

IOM is not bound to take an immediate decision on the acceptability or unacceptability of Proposals at the time of their opening.

13. Rejection of Quotations

Quotation can be rejected for the following reasons:

- (a) the Proposal is not presented in accordance with this General Instruction;
- (b) the Supplier is currently under list of blacklisted suppliers;
- (c) the Supplier offer imposes certain basic conditions unacceptable to IOM
- (d) the Contractor refuses to accept arithmetical corrections;
- (e) The Proposal is submitted after deadline .

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

14. Evaluation

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

- (a) Completeness and responsiveness of the documents mentioned in 9.1
- (b) Compliance with technical specifications including delivery requirement
- (c) Price

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

15. Post Qualification

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

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, substantially responsive to the requirements of this General Instruction and who has been determined to be qualified to perform the contract shall be selected and awarded the contract. In the result of this selection process one or more suppliers might be selected.

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

17. Delivery Site and Period of Delivery

The goods should be delivered at the following delivery site/s:

The Federal Ministry of Labour and Employment (FMLE) and the National Commission for Refugees Migrants and Internally Displaced Persons (NCFMI) in **Keffi (2), Lagos, Owerri, Port Harcourt and Kano**

18. Liquidated Damages

If the Service Provider fails to deliver any or all of the goods they are contracted to transport within the period mutually agreed between them and IOM, a penalty equivalent to 0.1% of the total transport cost of the undelivered goods for every day of delay shall be imposed in the Service Provider.

19. Payment

Payment shall be made only upon IOM's acceptance of the service, and upon IOM's receipt of Service Provider's invoice indicating the IOM Way Bill(s) the invoice corresponds to and a copy of the IOM Way Bill that covered the shipment signed by the Consignee, confirming the delivery of the services in good order condition to the point of destination.

20. Settlement of Dispute

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