

## REQUEST FOR PROPOSALS

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### SERVICES FOR

*External Evaluator for UKHO Project*

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**Prepared by**



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

*1 Isaac John Street, Ikeja GRA, Lagos, Nigeria*

*01.04.2022*

**REQUEST FOR PROPOSALS**  
**RFP No.: [4200216718]**

**Mission:** *Lagos, Nigeria*

**Project Name:** *PX.0038*

**Title of Services:** *STRENGTHENING DIRECT ASSISTANCE FOR VICTIMS OF TRAFFICKING (VOTs) IN NIGERIA THROUGH A VICTIM CENTRED APPROACH*



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## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Final external Evaluation for UKHO Project* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *Strengthening direct assistance for victims of trafficking(VoTs) in Nigeria through a victim centred approach*. More details on the services are provided in the attached Terms of Reference (TOR).

### Objective of the Assignment

The overall objective of the project is to contribute to the sustainable rehabilitation and reintegration of Nigerian VoTs.

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

The RFP includes the following documents:

- Section I. Instructions to Service Providers/ Consulting Firms
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be delivered through mail to [iomlagostenders@iom.int](mailto:iomlagostenders@iom.int) and **Hard copy delivery** to **1 Isaac John Street, Ikeja GRA, Lagos** on or *before 11<sup>th</sup> April, 2022*. No late proposal shall be accepted.

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

[IOM Lagos Procurement](#)  
[IOM Nigeria](#)

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

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## **Section I - Instructions to Service Providers/ Consulting Firms**

### **1. Introduction**

- 1.1 Only eligible Service Providers/ Consulting Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 Service Providers/ Consulting Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms are encouraged to visit IOM before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 1.3 The Service Providers/ Consulting Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Providers/ Consulting Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.
- 1.6 IOM shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

### **2. Corrupt, Fraudulent, and Coercive Practices**

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
  - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
  - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

### 3. Conflict of Interest

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

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

### 4. Clarifications and Amendments to RFP Documents

- 4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.
- 4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least *5<sup>th</sup> April 2022* before the set deadline for the submission and receipt of Proposals . IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

### 5. Preparation of the Proposal

5.1 A Service Provider/ Consulting Firm Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

5.2 The Proposal, and all related correspondence exchanged by the Service Providers/ Consulting Firms and IOM, shall be in *English*. All reports prepared by the contracted Service Provider/ Consulting Firm shall be in *English*.

5.3 The Service Providers/ Consulting Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

## 6. Technical Proposal

6.1 When preparing the Technical Proposal, Service Providers/ Consulting Firms must give particular attention to the following:

- a) If a Service Provider/ Consulting Firm deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers/ Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.<sup>1</sup>
- b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
- c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
- d) Proposed professional staff must, at a minimum, have the experience of at least *five years of experience with a PhD in social sciences, research, statistics, economics, and/or monitoring and evaluation.*
- e) Preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

- a) A brief description of the Service Providers/ Consulting Firms organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.
- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)

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<sup>1</sup> This clause shall be included/revised as deemed necessary

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

6.3 The technical proposal shall not include any financial information.

## 7. Financial Proposal

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 4 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment, including (i) remuneration for staff (FPF-4) (ii) reimbursable expenses (FPF-5) .  
If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider/ Consulting Firm may be subject to local taxes on amounts payable under the Contract. If such is the case, IOM may either: a) reimburse the Service Provider/ Consulting Firm for any such taxes or b) pay such taxes on behalf of the Consultant. <sup>2</sup> Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 7.4. Service Providers/ Consulting Firms shall express the price of their services in *Naira*
- 7.5 The Financial Proposal shall be valid for *90(sixty) calendar days*. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for

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<sup>2</sup> *This clause shall be included/revised as deemed necessary*



the assignment<sup>3</sup>. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Consulting Firm has the right not to extend the validity of the proposals.

## **8. Submission, Receipt, and Opening of Proposals**

- 8.1 Service Providers/ Consulting Firms may only submit one proposal. If a Service Provider/ Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/ Consulting Firms themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 8.3 The Service Providers/ Consulting Firms shall submit one original and one copy of the Proposal. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 8.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labeled with the submission address, reference number and title of the project and the name of the Service Provider/ Consulting Firm.
- 8.5 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be accepted by the IOM and returned to the consultant unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the BEAC. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

## **9. Evaluation of Proposals**

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers/ Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers/ Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and

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<sup>3</sup> For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

recommendation for the award of contract may result in the rejection of the Service Providers/ Consulting Firms Proposal.

## 10. Technical Evaluation

- 10.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than *twenty-one (21) calendar day*] after the deadline for receipt of proposals.
- 10.2 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system<sup>4</sup>. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or if it fails to achieve the minimum technical qualifying score which is *technical qualifying score, e.g. 60%*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

### Points

#### A. Preliminary Examination of Bids

<b>Eligibility Requirement</b>	<b>Remarks</b>
<b>Technical Proposal Submission Form (TPF-1)</b> – Duly completed	Required
<b>Service Providers/ Consulting Firms Organization (TPF-2)</b> - Duly completed	Required
<b>Description of the Approach, Methodology and Work Plan for Performing the Assignment (TPF – 3)</b> – Duly completed, Signed, and stamped	Required
<b>Team Composition and Task Assignments (TPF – 4)</b> – Duly completed	Required
<b>Format of Curriculum Vitae (CV) for Proposed Professional Staff (TPF – 5)</b> – Duly completed	Required
<b>Time Schedule for Professional Personnel Duly (TPF-6)</b> completed	Required
<b>Activity (Work) Schedule (TPF-7:)</b> completed	Required
<b>Financial Proposal Submission Form (FPF-1)</b> completed, Signed and stamped	Required
<b>Summary of Costs (FPF– 2)</b> completed, Signed and stamped	Required
<b>Breakdown of Costs by Activity (FPF-3)</b> completed, Signed and stamped	Required
<b>Breakdown of Remuneration per Activity (FPF-4)</b> completed, Signed and stamped	Required
<b>Breakdown of Reimbursable Expenses (FPF-5)</b> completed, Signed and stamped	Required

<sup>4</sup> The criteria, sub criteria and point system may vary depending on the requirement of the Mission

## **B. Technical Evaluation [merit point system]:**

The Bids will be technically evaluated using a merit point system. 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.

Non-conformity to the requirements is a justifiable basis for the rejection of a Bid. These are those deviations that, if accepted, would not fulfill the purposes for which the Bid is requested, or would prevent a fair comparison with Bids that are properly compliant with the requirements.

Material technical deviations include but not limited to:

- a) Inability to meet the critical delivery schedule or work schedule clearly specified in the RFP;
- b) Failure to comply with minimum experience criteria as specified in the RFP;
- c) Failure to meet major technical requirements.
- d) Failure to bid for the required scope of work (e.g., for the entire works or a complete package or a complete schedule).

Criteria	Score	
<b>1. Specific experience of the Service Providers relevant to the assignment: [Max30 points]</b>		
1) Duration of experience in proposed work: Total number of Years engaged in conducting Evaluations and large scale Qualitative and quantitative Studies with International Organizations Focused on Trafficking in persons and or/Smuggling of migrants and Facilitating training curriculum on research and conducting evaluation.	=> 5years	15
	=<3 to> 5years	10
	<3years	5
2) Similar experience in Nigeria migration related research with international organizations and developing and facilitating training, curriculum on research. Training curriculum on research and conducting evaluation	<b>=&gt;3 or more</b> similar assignments with documented evidence such as contracts, descriptive reports, recommendations from reputable agencies.	15
	<b>2</b> similar assignments with documented evidence such as contracts, descriptive reports, and recommendations from reputable agencies.	10
	<b>1</b> similar assignment with documented evidence such as contracts, descriptive reports, and recommendations from reputable agencies.	5
<b>Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max. 40 points]</b>		
1) Organization and staffing.	<b>Very good</b> presentation of organization in Nigeria in conduct in published migration related research, preferably on the prevention of trafficking in persons and Smuggling of migrants,	15

	<b>Good</b> presentation of organization in Nigeria in conducting published migration related research, preferably on the Prevention trafficking in persons and smuggling of Migrants.	<b>10</b>
	<b>Fair</b> presentation of organization in Nigeria in conducting Published migration related research, preferably on the Prevention of trafficking in persons and smuggling of Migrants.	<b>5</b>
2) Proposed Technical approach and methodology	The technical approach and methodology presented <b>fully Addresses</b> objectives in the TOR, showing <b>excellent Understanding</b> of subject matter and required processes.	<b>15</b>
	The technical approach and methodology presented <b>adequately addresses</b> objectives in the TOR, showing <b>Moderate understanding</b> of subject and required processes.	<b>10</b>
	The technical approach and methodology presented <b>Partially addresses</b> objectives in the TOR, showing partial <b>Understanding</b> of subject and required processes.	<b>5</b>
	The technical approach and methodology <b>poorly address</b> Objectives in the TOR, showing <b>poor understanding</b> of Subject matter and required processes.	<b>0</b>
3) Work Plan Feasibility	<b>Adequately</b> shows realistic timelines and deliverables consistent with required Project duration as outlined in the TOR	<b>10</b>
	<b>Fairly</b> show real is tic timelines and deliverables consistent with required Project duration as outlined in the TOR	<b>5</b>
	Timelines <b>unrealistic</b> and/or deliverables <b>inconsistent</b> with TOR	<b>0</b>
<b>3. Key professional staff qualifications and competence for the assignment: [Max30 points]</b>		
Qualifications and Experience of experience in conducting evaluations and large-scale / lead qualitative and quantitative studies with international Organizations	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5years or more of.	<b>15</b>

	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5 years or more of Experience in conducting evaluations and large-scale Qualitative and quantitative studies with international Organizations	10
	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5 years or more of Experience in conducting evaluations and large-scale Qualitative and quantitative studies with international Organizations	5
The team members	Qualifications and Experience of Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	15
	Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	10
	Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	5

The minimum technical score St required to pass is: 60%. Only Financial Proposals for Bidders that achieve 60% pass will be evaluated.

- 10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:
- a) late submission, *i.e.*, after the deadline set
  - b) failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider/ Consulting Firm (ITC) and Terms of Reference (TOR)

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers/ Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers/ Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.

- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers/ Consulting Firms who passed the qualifying score shall be opened, 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 :

$$\mathbf{Sf = 100 \times FI / F}$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,  
 FI - 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<sup>5</sup> (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

## 12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The negotiation will be held at our office on [1 Isaac John Street Ikeja GRA, Lagos, Nigeria](#) and the date and time shall be communicated to the selected Bidder.
- 12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider/ Consulting Firm; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider/ Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers/ Consulting Firms.

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<sup>5</sup> May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.

- 12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 12.4 Having selected the Service Provider/ Consulting Firm on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider/ Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers/ Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider/ Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers/ Consulting Firms until the negotiation is successfully completed.

### **13. Award of Contract**

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

### **14. Confidentiality**

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

## Section II – Technical Proposal Standard Forms

### TPF-1: Technical Proposal Submission Form

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Strengthening direct assistance for victims of trafficking (VoTs) in Nigeria through a victim centred approach* in accordance with your Request for Proposal (RFP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



## **TPF – 2: Service Providers/ Consulting Firms Organization**

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

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

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

**TPF – 4: Team Composition and Task Assignments**

<b>1. Technical/Managerial Staff</b>		
Name	Position	Task

<b>2. Support Staff</b>		
Name	Position	Task

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

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

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

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

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

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_  
 Full Name: \_\_\_\_\_  
 Title : \_\_\_\_\_

**TPF-7: Activity (Work) Schedule**

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

**B. Completion and Submission of Reports**

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

### **Section III. Financial Proposal - Standard Forms**

#### **FPF-1: Financial Proposal Submission Form**

*[Location, Date]*

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

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Strengthening direct assistance for victims of trafficking (VoTs) in Nigeria through a victim centred approach* in accordance with your Request for Proposal (RFP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**FPF– 2: Summary of Costs**

<b>Costs</b>	<b>Currency</b>	<b>Amount(s)</b>
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost ( see FPF – 4 for breakdown)		
<b>Total Amount of Financial Proposal <sup>1</sup></b>		

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

Authorized Signature:  
Name and Title of Signatory:



**FPF-3: Breakdown of Costs by Activity**

Group of Activities (Phase): <sup>2</sup> _____ _____	Description: <sup>3</sup> _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration <sup>4</sup>		
Reimbursable Expenses <sup>4</sup>		
Subtotals		

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

<sup>2</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-7.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

**FPF-4: Breakdown of Remuneration per Activity**

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Name of Staff	Position	Staff-month Rate
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

<sup>1</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

**FPF-5: Breakdown of Reimbursable Expenses**

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
1. Subsistence Allowance		
2. Transportation Cost		
3. Communication Costs		
4. Printing of Documents, Reports, etc		
5. Equipment, instruments, materials, supplies, etc		
6. Office rent, clerical assistance		

<sup>1</sup> Delete items that are not applicable or add other items according to Paragraph 7.2 of Section II-Instruction to Service Providers/ Consulting Firms

<sup>2</sup> Indicate unit cost and currency.

Authorized Signature:  
Name and Title of Signatory:

## **Section IV. Terms of Reference**

### **1. Evaluation context**

The Federal Government of Nigeria (FGoN) has made significant efforts to address Trafficking in Persons (TiP) and Smuggling of Migrants (SoM). Nigeria is a signatory of several international instruments and has ratified the Transnational Organized Crime Convention and its Trafficking in Persons Protocol, amongst others, which led to the establishment of the National Agency for the Prohibition of Trafficking in Persons (NAPTIP) in 2003. NAPTIP, in collaboration with IOM and other government actors, has facilitated the safe and dignified return of more than 21,000 migrants since 2017, of which more than 2000 are VoTs. In 2019, NAPTIP unveiled its plan to establish taskforces which serve as the umbrella coordination platforms for counter trafficking initiatives in all states, resulting in the establishment of 12 Task Forces, with support of IOM and the UK. NAPTIP continued implementing the 2019 anti-trafficking national action plan and drafting a five-year national action plan. Targeted prevention efforts were held at schools and churches. Three legal hubs in Edo, Delta and Lagos state were launched, in collaboration with key legal stakeholders, and specialized agencies such as the Nigerian Bar Association, International Federation of Women Lawyers, Ministry of Justice, Universities, amongst others. Despite these efforts, Nigeria remains a country of transit, origin and destination for TIP. This crime remains a great concern not only for the country, but also for transit and destination countries in Africa, the Middle East and Europe.

Stranded migrants returning to Nigeria often have limited access to income-generating activities and opportunities to integrate back into their communities and may opt for remigration or other negative coping mechanisms in order not to burden their families or communities. Reintegration prospects are further constrained by high levels of distress experienced in transit due to exposure to extreme violence, gender-based violence (GBV), torture, imprisonment in inhumane conditions, armed attacks, and lack of access to basic needs. Many continue to experience distress upon return due to feelings of shame or failure and stigmatization by the community. These factors have been exacerbated since the COVID-19 pandemic.

Recent evidence from a COVID-19 needs assessment amongst 105 returnees (IOM Nigeria, 2020), indicate that 96% are worse-off financially compared to before the COVID-19 outbreak, with half saying they are significantly worse-off. As well as receiving less income, beneficiaries' purchasing power has also taken a hit. Three-quarters of Nigerian respondents reported that food and basic items are now much more expensive than previously. Fake news, including misinformation and the politicization of the COVID-19 issues reinforce general sentiment of uncertainty and anxiety. Data suggests that the COVID 19 crisis has exacerbated returnees' existing psychosocial vulnerabilities. More than 90% of respondents in Nigeria reported that their emotional wellbeing had deteriorated since the crisis began. Migrants, including those returned, are further vulnerable to stigmatization and exclusion from the community, increasing the risk of contamination, subsequently impacting reintegration, and social cohesion in the mid to long-term.

The impact of global lock-down measures further accentuated vulnerabilities of migrants' particularly children and women from vulnerable households, irregular migrants, returned migrants, victims of human trafficking including those who have been exposed to violence, exploitation, and abuse. There was a significant increase in reported cases of trafficking victims in the Middle East, who were already in exploitative conditions but lost their jobs due to the pandemic, faced unequal access to health and other services, shelter conditions, increased worries, and sense of guilt towards those left behind, and came back with mental health and psychosocial issues. Coupled with the Beirut explosion, 90% of

migrant workers were left destitute and in dire need of assistance. NAPTIP has highlighted that they continue to receive distress calls and referrals of young women working in highly exploitative conditions in other parts of the Middle East such as the United Arab Emirates, Oman and Lebanon. Aside from these trends, it is estimated there are still thousands of migrants stranded in other regions in West Africa and along the central and west Mediterranean routes.

Furthermore, the respective movement restrictions and lockdown measures, including school closures in Nigeria, led to a significant loss of income across the education sector and other informal sectors that are key drivers for the Nigerian economy. A 2020 IOM assessment found that the economic downturn also affected the small-scale businesses of returned migrants, placing them in a similar predicament. COVID-19 related measures have taken a disproportional role on the people at risk of exploitation, including vulnerable groups such as women and children. Between 2017 and 2020, approximately 42% of Nigerian migrants assisted by IOM were female. Compared to the regional average of 15%, this percentage is significant. Furthermore, the UNODC TIP (Trafficking in Persons) 5<sup>th</sup> Global Report highlighted linkages between the rapid loss of income and increased household vulnerability, where households that experienced significant income loss were more vulnerable to trafficking, particularly those with children. Data from UNFPA's (UN Fund for Population Activities) rapid response team in Lagos indicated that there was a 149% increase in sexual violence crimes between March and April 2020, further validating a trend noted in the UNODC crime survey, also indicating a steady increase in domestic assault cases in the Southwest region of Nigeria over the last four years. Anecdotal evidence shows that domestic servitude is a major concern in this region, and violations are harder to detect since the victims, who are often children, live with their perpetrators and may not know where to seek help. The data and anecdotal information point to an increase in the cases of sexual exploitation and abuse. Between May and July 2020, more than 250 Nigerian potential VOT were returned through the support of the Nigerian and Lebanese governments in close collaboration with IOM. Although the FGoN has made significant efforts to respond to the impact of COVID-19, trafficked persons and other vulnerable migrants in exploitative situations faced heightened risks of disruption of their assistance due to limited access to service providers.

### **The project**

Building on existing UK government funded projects and the multi-year EUTF-IOM Joint Initiative focusing on strengthening the governance and management of migration, and supporting the delivery of sustainable reintegration support, the action seeks to provide tailored needs based complimentary and/or standalone assistance to victims of trafficking and other vulnerable returnees (UMCs, Persons with Disabilities, victims of SGBV) referred by NAPTIP, Government partners, Middle East and Mali. In line with IOM's holistic integrated approach to reintegration, the project aims to strengthen the capacity of service delivery actors, returnee associations and vendors on minimum standards of protection and preventing sexual exploitation and abuse (PSEA) as well as develop suitable complaint reporting mechanisms for the most vulnerable migrants.

## **2. Objective**

**The overall objective of the project is to contribute to the sustainable rehabilitation and reintegration of Nigerian VoTs.**

### **Expected outcomes**

This evaluation will focus on the two project outcomes, namely:

Outcome 1: Improved Referral Mechanism and services enhance protection of VoTs

- **Output 1.1** Safe houses, rehabilitation shelters, and other victim support providers are equipped to provide protection services to female and male VoTs.
- **Output 1.2. Standardized victim screening, identification, referral, and reporting tools are developed.**

Outcome 2: Nigerian VoTs are sustainably rehabilitated and reintegrated into their communities.

- **Output 2.1. Sustainable protective services and comprehensive reintegration support options are available for female and male VoTs.**

### 3. Evaluation purpose

This external evaluation will assess the overall performance of the project and provide information on the effectiveness and sustainability of the programme, for internal accountability and learning, which will be used for designing, planning and implementation of future programmes and for accountability to donors.

The objectives of the study will be to:

- Examine to what extent the project has contributed to the sustainable reintegration of the returned migrant VOT in Nigeria.
- Determine the extent to which the project impact aligns with those framed in the programme theory of change.
- Examine the effectiveness, efficiency, and sustainability of the project.
- Document success, gaps, actionable lessons learned, and relevant recommendations for the design and implementation of future AVRR projects in Nigeria.
- To determine the extent to which the programme has made an impact on gender dynamics, specifically the role of women in sustainable reintegration.
- To determine the extent to which COVID-19 has affected project implementation, impact, and sustainability of the programme.
- To describe the main lessons per objectives that have emerged during the implementation processes.
- Put forward actionable recommendations that will assist in developing future similar projects, including implementation strategies for such interventions.

### 4. Evaluation Criteria

For this evaluation, and in coordination with IOM Regional Monitoring & Evaluation unit, the evaluation criteria to be used are the following: **relevance, effectiveness, efficiency, and sustainability**. In addition to these OECD criteria, gender will also be used in compliance with IOM gender mainstreaming standards and whether the project is implemented according to value for money (VfM) principles (effectiveness, efficiency, economy), providing supporting evidence or highlighting gaps in relation to the questions below, where relevant.

## 5. Evaluation Questions

The evaluation shall be implemented in accordance with the key evaluation criteria identified above. These will be assessed against the overall objective and specific goals set within the project's log frame. Specific evaluation questions include, but are not limited to, the following:

### *Relevance*

- Were the inputs and strategies identified realistic, appropriate, and adequate to achieve the results?
- How appropriate is the project design to achieve its objectives in the context in which it operates?
- How appropriate are the project's intended results for the context within which it operates?
- To what extent were the needs of beneficiaries and stakeholders considered in project design?

### *Effectiveness*

- To what extent has the project contributed to the sustainable reintegration of the returned migrants VOT in Nigeria?
- How effective has the project been in responding to the needs of the beneficiaries and what results have been achieved.
- What are the major factors affecting the achievement and non-achievement of the objectives set for the project?
- Did the achieved results reach the beneficiaries as planned?
- What external factors affected the implementation of the project and how were they managed?
- To what extent has the government been involved and engaged in planning and achieving the objectives and interventions of the project?
- Were the project activities implemented as planned and on schedule?
- In which areas has the project been successful in identifying and addressing key gaps in the targeted institutions? What are the areas needing further development and review, and how?
- To what extent were the project stakeholders satisfied with the activities organized by the project and the quality of the outputs?

### *Efficiency*

- Was the process of achieving results efficient? Specifically, did the actual or expected results (outputs and outcomes) justify the costs incurred? Were the resources effectively utilized?
- Did project activities overlap and duplicate other similar interventions (funded nationally and /or by other donors)? Are there more efficient ways and means of delivering more and better results (outputs and outcomes) with the available inputs?
- To what extent did the intervention fit amongst other similar interventions, e.g., complementarities with EUTF- IOM Joint Initiative?
- How did the project financial management processes and procedures affect project implementation?
- Have project implementation modalities, and internal monitoring and control been adequate in ensuring the achievement of the expected outcomes in a timely and cost-effective manner?

### ***Sustainability***

- To what extent are the benefits of the projects likely to be sustained and continued after the completion of this project?
- How effective were the exit strategies and approaches to phase out assistance provided by the project, including contributing factors and constraints?
- What are the key factors that will require attention in order to improve prospects for sustainability of project outcomes and the potential for replication of its approach?
- How were capacities strengthened at the individual and organizational levels (including contributing factors and constraints)?
- How was the project's collaboration with the relevant government stakeholders, national institutions, development partners, and other key actors?
- Were project activities and outputs designed and implemented in such a way to ensure maximum sustainability of the project's impact? For instance, to what extent did the national stakeholders (both state and non-state actors) have a strong sense of ownership?
- To what extent has COVID-19 affected beneficiaries of AVRR programme, particularly vulnerable returnees?
- What measures were taken by IOM to mitigate the impact of COVID-19 on vulnerable returnees?

### **Coherence**

- To what extent did the intervention align with IOM priorities and strategies, with the UK Home-Office and the Federal Government of Nigeria?
- Was the intervention consistent with relevant international norms as well as national development plans and other relevant policies and frameworks that the country adheres to?
- To what extent is the intervention coordinated with relevant sectors—for example: immigration, migration/displacement/refugees coordination agency, education, health, justice, diaspora commission, etc?
- What new or existing mechanisms were used to promote coordination among relevant humanitarian actors?
- Are there other actors involved in this response, and to what degree are their activities and objectives compatible and complementary?

### **Gender:**

- To what extent did the design and implementation of the project incorporate gender mainstreaming considerations, and can evidence be identified in this regard?
- How were the national stakeholders/government counterparts sensitized to the gender dimension of the project?

## **6. Evaluation scope**

The evaluation implementation period will last for three months, starting from April to May 2022. Data collection processes (both qualitative and quantitative assessment) will be required in Edo, Delta, Ogun, and Lagos states in the selected LGAs (TBD) and communities.



## Evaluation Timing and Duration

The evaluation would commence within April 2022, with a desk review. Field data collection would commence, ideally at the end of the desk review and inception report produced.

## 7. Evaluation Methodology

The evaluation will be led by an individual or group of independent evaluators who will adopt a quantitative and qualitative result-based approach and use several data sources to inform the evaluation. These include: a project document review, direct observations, interviews with key informants, and focused group discussions with the project beneficiaries. The evaluator(s) should also use participatory approach to design data collection or analysis that would be inclusive of women and men specific perspective.

**Inception phase:** The evaluator(s) will review project documentation and have initial conversations with project staff to ensure that he/she has enough information to refine the evaluation questions and propose a detailed methodology.

**Development of the methodology:** Following this, the evaluator (s) will draft a detailed methodology, work plan, and evaluation tools, which will be reviewed and finalized together with the evaluation managers. The methodology will be included in the submission of an inception report, together with the evaluation final terms of reference, an evaluation matrix, and tools for data collection.

**Fieldwork:** Fieldwork will be used to collect data, carry out interviews, and focus group discussions on specific aspects of the project. The fieldwork will be carried out mainly in the project's target areas. IOM will provide lists of different stakeholders for the evaluator to select from and will ensure that staff assist and accompany the evaluator throughout the evaluation.

**Data Analysis:** All collected data should form part of a comprehensive analysis. The analysis should seek to answer the evaluation questions and be geared to respond to the objectives of the evaluation.

**Reports:** A draft report will be submitted to IOM Project Manager, PSU Officer, and Programme Team. It will respond fully to the final evaluation terms of reference. The final report will consider the observations and comments of the program team on the first draft report

## 8. Evaluation Deliverables

The evaluator(s) will produce the following:

Before / during the Field mission:

- An inception report / evaluation matrix before the field mission (as per IOM template)
- A presentation outlining the initial findings of the evaluation to facilitate the discussion with IOM team.

After the Field mission:

- A Final Evaluation report (as per IOM template and standards)
- An Evaluation Brief (as per IOM template)
- A Management Follow up Response (as per IOM template)

## 9. Evaluation Workplan

- Prior to the evaluation mission, the evaluator will receive all project documents to conduct a desk review. The evaluator is free to submit specific requests for information to the project management team to prepare any data-collection instruments he/she would see fit.
- IOM Nigeria will share a tentative schedule with the evaluator to plan visits and meetings ahead of time.
- A 7-day timeframe is allocated for the field mission and data-collection activities *per se*, including an initial management meeting and a final meeting to discuss any provisional findings.
- A 1-month timeframe is expected to be sufficient for the evaluator to share the final evaluation report, to be discussed between him/her and the IOM country office.
- The Country Office will share the final version of the Evaluation Report and Evaluation Brief with the donor.

## 10. Evaluation budget

IOM shall cover cost related to the field work, which is inclusive of Daily Subsistence Allowance, communication costs, and transport and logistic. The budget ceiling for this evaluation is **NGN 9,279.296.00** and **USD 22,353** calculated based on UN April rate(415.13). Modalities of payment are stated below:

Activities / Budget items	Frequency
<b>Service Provider</b>	
External (Service provider fee) - Lumpsum	Lumpsum
<b>Payment modalities</b>	
Submission & Approval of inception report (20%)	Lumpsum
Submission of first draft report (40%)	Lumpsum
Final report submission and approval (40%)	Lumpsum
<b>Grand-Total</b>	<b>100%</b>

## 11. EVALUATION CRITERIA

### EVALUATIONCRITERIA

Criteria	Score	
<b>1. Specific experience of the Service Providers relevant to the assignment: [Max30 points]</b>		
1) Duration of experience in proposed work: Total number of Years engaged in conducting Evaluations and large scale Qualitative and quantitative Studies with International Organizations Focused on Trafficking in persons and or/Smuggling of migrants and Facilitating training curriculum on research and conducting evaluation.	=> 5years	15
	=<3 to> 5years	10
	<3years	5
2) Similar experience in Nigeria migration related research with international organizations and developing and facilitating training, curriculum on research. Training curriculum on research and conducting evaluation	=> <b>3 or more</b> similar assignments with documented evidence such as contracts, descriptive reports, recommendations from reputable agencies.	15
	2 similar assignments with documented evidence such as contracts, descriptive reports, and recommendations from reputable agencies.	10
	1 similar assignment with documented evidence such as contracts, descriptive reports, and recommendations from reputable agencies.	5
<b>Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max. 40 points]</b>		
1) Organization and staffing.	<b>Very good</b> presentation of organization in Nigeria in conduct in published migration related research, preferably on the prevention of trafficking in persons and Smuggling of migrants,	15
	<b>Good</b> presentation of organization in Nigeria in conducting published migration related research, preferably on the Prevention trafficking in persons and smuggling of Migrants.	10
	<b>Fair</b> presentation of organization in Nigeria in conducting Published migration related research, preferably on the Prevention of trafficking in persons and smuggling of Migrants.	5
2) Proposed Technical approach and methodology	The technical approach and methodology presented <b>fully Addresses</b> objectives in the TOR, showing <b>excellent Understanding</b> of subject matter and required processes.	15

	The technical approach and methodology presented <b>adequately addresses</b> objectives in the TOR, showing <b>Moderate understanding</b> of subject and required processes.	10
	The technical approach and methodology presented <b>Partially addresses</b> objectives in the TOR, showing partial <b>Understanding</b> of subject and required processes.	5
	The technical approach and methodology <b>poorly address</b> Objectives in the TOR, showing <b>poor understanding</b> of Subject matter and required processes.	0
3) Work Plan Feasibility	<b>Adequately</b> shows realistic timelines and deliverables consistent with required Project duration as outlined in the TOR	10
	<b>Fairly</b> show real is tic timelines and deliverables consistent with required Project duration as outlined in the TOR	5
	Timelines <b>unrealistic</b> and/or deliverables <b>inconsistent</b> with TOR	0
<b>3. Key professional staff qualifications and competence for the assignment: [Max30 points]</b>		
Qualifications and Experience of experience in conducting evaluations and large-scale / lead qualitative and quantitative studies with international Organizations	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5years or more of.	15
	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5 years or more of Experience in conducting evaluations and large-scale Qualitative and quantitative studies with international Organizations	10
	PHD in social sciences, research, statistics, economics, and/or monitoring and evaluation and 5years or more of Experience in conducting evaluations and large-scale Qualitative and quantitative studies with international Organizations	5
The team members	Qualifications and Experience of Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	15

	Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	10
	Advanced degree of team members in social sciences, Research, statistics, economics, and/or monitoring and Evaluation	5

## 12. LANGUAGES

Fluency in English. Knowledge of multiple Nigerian indigenous languages advantageous.

## 13. REQUIRED COMPETENCIES

### Values

- Inclusion and respect for diversity: respects and promotes individual and cultural differences; encourages diversity and inclusion wherever possible.
- Integrity and transparency: maintain high ethical standards and acts in a manner consistent with organizational principles/rules and standards of conduct.
- Professionalism: demonstrates ability to work in a composed, competent and committed manner and exercises careful judgment in meeting day-to-day challenges.

### Core Competencies – Behavioural indicators

- Teamwork: develops and promotes effective collaboration within and across units to achieve shared goals and optimize results.
- Delivering results produces and delivers quality results in a service-oriented and timely manner; is action oriented and committed to achieving agreed outcomes.
- Managing and sharing knowledge continuously seeks to learn, share knowledge, and innovate.
- Accountability: takes ownership for achieving the Organization’s priorities and assumes responsibility for own action and delegated work.
- Communication: encourages and contributes to clear and open communication; explains complex matters in an informative, inspiring, and motivational way.

## 14. Remuneration

The service provider's payment shall be based on the financial cost approved by IOM.

## 15. Method of Application

IOM invites experienced service providers to submit their Expression of Interest (Eoi), along with requisite organizational documents and a cover letter in support of their application.

The companies/service providers will be expected to submit their proposal as an Eoi including the

CVs of team members and

- Each proposal should be developed in accordance with the deliverables and responsibilities listed above.
- Each proposal shall incorporate a detailed program design, including background and context, methodology and work plan.
- Provide a detailed financial cost, mentioning rates and unit costs, broken down by activities and deliverables. Estimated costs/amount is all inclusive.
- Each proposal should contain an organizational profile and a portfolio of previous work done in similar field for similar organisations.
- The organisational profile should include legal identity documents of the organisation.

The completed Eoi should be placed in a plain, sealed envelope and clearly marked:

**EXPRESSION OF INTEREST: Service Provider for “STRENGTHENING DIRECT ASSISTANCE FOR VICTIMS OF TRAFFICKING (VOTs) IN NIGERIA THROUGH A VICTIM CENTRED APPROACH”, Lagos sub- Office by 11<sup>th</sup> April 2022 in the below address:**

**To Procurement Lagos**

[International Organization for Migration \(IOM\) Nigeria](#)

1, Isaac John Street, GRA Ikeja, Lagos

Email: [iomlagostenders@iom.int](mailto:iomlagostenders@iom.int)

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist 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**, 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

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.

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

- (a) Annex A - Bid/Quotation Form*
- (b) Annex B - Price Schedule*
- (c) Annex C - Delivery Schedule and Terms of Reference*
- (d) Annex D - Accepted Notice of Award (NOA)*

## 2. Services Supplied

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.

### **3. Charges and Payments**

3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.

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 Payments 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: *[insert the Service Provider's bank account details]*.

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 derogating from any other right it may have, to defer payment of part or all of the Service fee until the Service Provider has completed to the satisfaction of IOM the services to which those payments relate.

### **4. Warranties**



4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of 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.

4.2 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement ( "other personnel"). For the purpose of this Agreement, SEA shall include:
  - 1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  - 2. Engaging in sexual activity with a person under the age of 18 ("child"), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child's country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.

- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
- d) Ensure that the SEA provisions are included in all subcontracts.
- e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.3 The above warranties shall survive the expiration or termination of this Agreement.

## 5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## 6. Delays/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.
- 6.2 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*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

## 7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

## 8. Audit

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

## 9. Confidentiality

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.

## 10. Intellectual Property

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

## 11. Notices

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

**International Organization for Migration (IOM)**

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [\[Name of the Service Provider's contact person\]](#)

[\[Service Provider's address\]](#)

Email: [\[Service Provider's email address\]](#)

## **12. Dispute resolution**

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

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

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

12.4. The present Agreement as well as the arbitration agreement above shall be governed by internationally accepted general principles of law and by the terms of the present Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

## **13. Use of IOM Name**

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

## **14. Status of IOM**

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

## **15. Guarantee and Indemnities**

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

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

## **16. Waiver**

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

## **17. Termination**

17.1 IOM may terminate this Agreement at any time, in whole or in part.

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. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

## **18. Severability**

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

## **19. Entirety**

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

## **20. Special Provisions (Optional)**

*Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:*

*[Insert all donor requirements which must be flown down to IOM's implementing partners and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]*

## **21. Final clauses**

21.1 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.

21.2 Amendments may be made by mutual agreement in writing between the 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*

*[Full name of the Service Provider]*

Signature

Signature

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*Name*

*Position*

*Date*

*Place*

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*Name*

*Position*

*Date*

*Place*