REQUEST FOR PROPOSALS

PROVISION OF HEALTH SERVICES TO MIGRANT AND HOST COMMUNITY POPULATIONS AT THE EASTLEIGH COMMUNITY WELLNESS CENTRE (ECWC)

Prepared by

International Organization for Migration (IOM)
The UN Migration Agency

P.O.Box 54040-00200
Nairobi, Kenya

10th May 2020

Project Name: Kenya Country Office

WBS:
Background Information

Established in 1951, the International Organization for Migration (IOM) is the leading inter-governmental organization in the field of migration. It has 157 Member States and is active in more than 480 field locations. Together with its partners in the international community, IOM acts to assist in meeting the growing operational challenges of migration governance and to advance understanding of migration issues, including health and migration. This is with the aim of encouraging migration-inclusive social and economic development, and to uphold the human dignity and well-being of migrants.

1. Overview of the Urban Migrant Health Programme in Eastleigh

The Eastleigh Wellness Community Centre (WC) was established by IOM in 2002 to offer services to both migrants and host communities. Initially the WC offered free tuberculosis (TB) treatment. The ECWC has since expanded and currently offers free comprehensive TB and Human Immunodeficiency Virus (HIV) services; sexual and reproductive health services; maternal and child health; nutrition services; primary health-care services; out-patient services, laboratory and pharmacy, community out-reach and mobilization; and interpretation services to migrants and host communities within the catchment area. Within the clinic, there are 9 clinical staff/healthcare workers, 8 community health volunteers (CHVs) and 7 support staff. The clinic serves a catchment population of over 300,000, with a monthly attendance of close to 2,500 patients.

2. Purpose

The purpose of this assignment is to continue providing the aforementioned health services at the ECWC, including community outreach initiatives. The objective is to provide a sustainable, non-discriminatory urban migrant health programme, while ensuring involvement of government, host community members and the migrant community. Parallel to implementation and management of clinic activities, the successful applicant will support efforts to ensure sustainability of the ECWC through establishment and fostering of partnerships along with identification of innovative approaches to supplement potential expansion of the ECWC. The successful applicant will strongly demonstrate ways by which it will enhance sustainability of the ECWC. Aside from clinical management, the successful applicant shall also demonstrate strong capacity on supply chain, pharmaceutical and laboratory management.

IOM is therefore seeking an implementing partner who is interested in running the programme in collaboration with the Ministry of Health (MOH) and local stakeholders.

The following documents to be attached: Proof/certificate of registration to operate in Kenya, past performance statements, three-year audited account statements, a letter of support from MOH Kenya and two partner agencies, and ToRs of the project manager and designated clinical lead focal point. Successful applicants will be invited to submit full proposals.
The Service Provider will be selected under a Quality – Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

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

The Proposals must be delivered by hand and in sealed envelopes marked “ORIGINAL” and “COPY” to Kenya Country Office in Nairobi at the below address. Please also quote the Reference No: NBO/2020/EASTLEIGH COMMUNITY WELLNESS CENTRE (ECWC) on the envelope:

For Attention: Procurement Department
IOM Kenya Country Office,
Sri Aurobindo Avenue,
Off Mzima Springs Road,
Lavington,
P.O.Box 55040-00200, Nairobi, Kenya

On or before 2nd June 2020 14:00hrs. No late proposals 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.

Chairman,
Bids Evaluation and Awards Committee.
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Section I - Instructions to Service Providers

1. Introduction

1.1 Only eligible Service Providers 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 Service Provider.

1.2 Service Providers should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers 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 costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.

1.4 Service Providers shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.

1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers.

1.6 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities, and assist the Firm in obtaining licenses and permits needed to carry out the services 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 who have acknowledged the Letter of Invitation.

4.2. Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation or through email iomnborfq@iom.int at least 3 calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.
5. Preparation of the Proposal

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

   a) The Technical Proposal, and

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

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

6. Technical Proposal

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

   a) If a Service Provider deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Service Providers may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.1

   b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.

   c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.

   d) Proposed professional staff must, at a minimum, have the experience of at least Five years, preferably working under conditions similar to those prevailing in the country of the assignment.

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

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1 This clause shall be included/revised as deemed necessary
a) A brief description of the Service Providers’s organization and an outline of recent experience on assignments of a similar nature (TPF-2), if it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm’s involvement.

b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7).

c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).

d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5) Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last ten years.

e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF–6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.

f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).

6.3 The technical proposal shall not include any financial information.

7. Financial Proposal

7.1 In preparing the Financial Proposal, Service Providers are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 3. (Section IV).

7.2 The Financial proposal shall include all costs associated with the assignment, including (i) staff cost (FPF–3), (ii) office cost, (iii) programme cost and (iv) overhead. The programme cost 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 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 for
any such taxes or b) pay such taxes on behalf of the service provider. 2 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/ Auditing Firms shall express the price of their services in Kenya Shillings (KES).

7.5 The Financial Proposal shall be valid for the duration of the specified service referenced in the TOR. During this period, the Service Provider is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Service Provider/ Auditing Firm has the right not to extend the validity of the proposals.

8. Submission, Receipt, and Opening of Proposals

8.1 Service Providers may only submit one proposal. If a Service Provider 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 themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.

8.3 The Service Providers 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.

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 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 bidder unopened.

8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first by the Bids Awards and Evaluation Committee (BEAC). The

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2 This clause shall be included/revised as deemed necessary
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 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 to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers 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 10 calendar days 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 criteria, sub criteria and point system. 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 70 points.

10.4 The number of points to be assigned to staff proposed shall be determined considering the following three sub-criteria and relevant percentage weights:

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) General Qualifications</td>
<td>20 points</td>
</tr>
<tr>
<td>(ii) Adequacy for the Assignment</td>
<td>60 points</td>
</tr>
<tr>
<td>(iii) Experience Managing the Operations</td>
<td>20 points</td>
</tr>
</tbody>
</table>

Total points for criterion: 100 points

The number of points to be assigned to staff proposed shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications 20%
2) Adequacy for the assignment 40%
3) Experience managing the operations 40%

Total weight: 100%

The minimum technical score required to pass is: 70 Points
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 and Terms of Reference (TOR);

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers whose proposal did not meet the minimum qualifying score or were considered non-responsive based on the requirements in the RFP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.

11.2 IOM shall simultaneously notify the Service Providers that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The 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 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:

\[ Sf = 100 \times \frac{F1}{F} \]

Where:

Sf - is the financial score of the Financial Proposal under consideration,
F1 - is the price of the lowest Financial Proposal, and
F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.80; F = the weight given to the Financial Proposal = 0.20; T + F = 1)

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3 May vary depending on the requirement of the Mission; normally, weight assigned to Technical is .80 and .20 for the Financial.
Sc = St x T% + Sf x 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 expected date and address for contract negotiation is during the first week of June, 2020 at IOM Kenya Country office, Sri Aurobindo Avenue, Off Mzima Springs Road, Lavington-Nairobi, Kenya.

12.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Service Provider; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Service Provider; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Providers.

12.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

12.4 Having selected the Service Provider on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Service Provider may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.

12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.

12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RFP (Section VI). To complete negotiations, IOM and the Service Providers shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers until the negotiation is successfully completed.
13. **Award of Contract**

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

13.2 The Service Provider is expected to commence the assignment by **July 1, 2020**.

14. **Confidentiality**

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

We, the undersigned, offer to provide the Services for insurance in accordance with your Request for Proposal (RFP) dated .......... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
TPF – 2: Service Providers

[Provide here brief (two pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable).]
Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To:
The Chairman BEAC Committee,
IOM Kenya Country office,
Sri Aurobindo Avenue, Off Mzima Springs Road, Lavington,
Nairobi, Kenya

Ladies/Gentlemen:

We, the undersigned, offer to provide the services for insurance of motor cycle and vehicle services in accordance with your Request for Proposal (RFP) dated ................. 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 , Terms of Reference (TOR), the Draft Contract, the provisions relating to the eligibility of Service Providers, any and all bulletins issued and other attachments and inclusions included in the RFP sent to us.

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

We remain,

Yours sincerely,
Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:
SECTION IV: TERMS OF REFERENCE

CALL FOR APPLICANTS

PROVISION OF HEALTH SERVICES TO MIGRANT AND HOST COMMUNITY POPULATIONS AT THE EASTLEIGH COMMUNITY WELLNESS CENTRE (ECWC)

| Title of assignment: Provision of Health Services to Migrant and Host Community Populations at the Eastleigh Community Wellness Centre, Nairobi, Kenya |
| Commencement date: 01 July 2020 |
| Assignment duration: 12 months with possibility of extension |
| Coordination office: IOM Kenya: Migration Health Division (MHD) |

1. Background Information

Established in 1951, the International Organization for Migration (IOM) is the leading intergovernmental organization in the field of migration. It has 157 Member States and is active in more than 480 field locations. Together with its partners in the international community, IOM acts to assist in meeting the growing operational challenges of migration governance and to advance understanding of migration issues, including health and migration. This is with the aim of encouraging migration-inclusive social and economic development, and to uphold the human dignity and well-being of migrants.

2. Overview of the Urban Migrant Health Programme

The Eastleigh Community Wellness Centre (ECWC) was established by IOM in 2002 in collaboration with the Kamukunji District (now Sub-County) Health Management Team (SCHMT) and has been located on 11th street in Eastleigh since 2008. It is situated in Eastleigh North division, in Kamukunji Sub-County of Nairobi, where thousands of migrants reside. The ECWC was established in order to fulfil IOM’s core mandate of managing migration health, by offering migrant-friendly and non-discriminatory services to both migrants and host communities. Initially, ECWC offered free tuberculosis (TB) treatment to assist migrants, including refugees, to fulfil health requirements for long-term resettlement overseas. Since then, ECWC has expanded and currently offers free comprehensive TB and Human Immunodeficiency Virus (HIV) services; sexual and reproductive health (SRH) services; maternal and child health; nutrition services; primary health-care services; community out-reach and mobilization; pharmaceutical, laboratory and interpretation services. Additional activities include communicable disease surveillance and control, in partnership with the Kamukunji Sub-County Disease Surveillance Team (under the MOH); prevention of sexual and gender-based violence (SGBV), including female genital mutilation, and care for survivors; psychosocial support; youth health services; peer education, condom distribution, HIV counselling and testing for most-at-risk groups such as sex workers, truckers and men who have sex with men. The clinic serves a catchment population of over 300,000, with a monthly attendance of close to 2,500 patients. 50 per cent of this number are estimated to be migrants.

3. Purpose
The main purpose of this assignment is to continue and build on implementation of the HIV, SRH, TB, primary health care, SGBV, mental health and psychosocial support (MHPSS) and community mobilization services at the ECWC. The objective is to provide sustainable, non-discriminatory options for implementing an urban migrant health programme to scale, while ensuring involvement of government, host community members and the migrant community.

4. Scope of Work

This assignment entails service provision by the selected implementing partner (IP), in collaboration with the county government, and with direct supervision and oversight from IOM and Kamukunji SCHMT. The IP will bring on board expertise and make significant contributions to resource mobilization (human, material and financial) with regular monitoring and reporting responsibilities. The IP is also expected to be accountable to beneficiaries at all times and put in place proper feedback mechanisms.

5. Roles and Responsibilities

Responsibilities of the implementing partner will be as follows:

- Employ or maintain in employment fully trained and qualified staff at ECWC ensuring that their terms of service are within the current job description as per IOM’s determination and provide full comprehensive professional medical liability insurance to all staff members.
- Provide qualified and MoH compliant health services for the community in Eastleigh including but not limited to comprehensive TB and HIV services; SRH; maternal and child health; nutrition services; primary health care; communicable disease surveillance; and interpretation services as per standard practice.
- Provide integrated migration-sensitive health promotion and hygiene community outreach services, targeting migrants and the host community. Outreach services should include but not be limited to communicable disease surveillance and control, SGBV including health-related FGM prevention and management, psychosocial and mental health, adolescent and youth health services, TB, HIV, SRH, maternal and child health and referral for follow-up care at existing health facilities; and evidence based behavioural interventions including for key populations
- Introduce specialist health care, including child health, nutrition, non-communicable diseases and SRH by engaging medical specialists at least every three (3) months, or as need arises at the clinic, and/or train personnel at ECWC or at the closest referral government hospital for specialized secondary and tertiary health care.
- Ensure that TB-DOTS and HIV treatment adherence/care services offered at the premises by IOM are not interrupted and continue as per IOM’s rules and obligations and in agreement with national and WHO guidelines.
- Enhance to the extent possible community surveillance and early warning systems
- Establish partnerships and conduct active referrals and linkages for other health needs, including to programmes that address social determinants of health.
- Ensure at all times that the clinic is duly registered and complies with Government of Kenya standards and regulations.
- Ensure all records for patients are appropriately filed and data is entered daily for client information and management in an electronic format, for use in a confidential manner by IOM and SCHMT for planning and programming purposes.
• Provide financial and narrative reports to IOM on a monthly basis, which must include progress towards and status of targeted health indicators in the health facility and community (results-based management), in a confidential and organized manner, as agreed by the IP and IOM.
• Ensure safety and proper maintenance of existing IOM assets at the premises.
• Ensure that any other activities agreed upon by IOM and other stakeholders and partners are conducted at the premises as requested and scheduled.
• Ensure the sustainability of the project by establishing and nurturing partnerships, identifying and targeting new sources of funding to raise resources to supplement IOM’s support for ongoing activities.
• Propose ideas and innovative approaches to scale-up the current IOM-funded model to a sustainable primary health care facility

6. Timeline and Deliverables

The IP is expected to carry out activities for 12 months, with possible renewal of the contract depending on performance and availability of resources. Specific deliverables expected from the IP who will undertake this assignment include the following:

• Fully operational clinic with qualified personnel serving at least 2,500 clients per month by providing uninterrupted services that include: comprehensive TB and HIV services; SRH services; maternal and child health; mental health and psychosocial (MHPSS) services; nutrition services; primary health-care services; communicable disease surveillance; out-patient services and interpretation services.
• Expanded community health services that increase knowledge of migrants’ right to health and available services, reaching at least 80 per cent of the ECWC surrounding community including both migrants and host community.
• Improved capacity of change agents including community health volunteers to educate the community and create demand for health services through trainings and refresher courses.
• Established linkages and referral pathways with other service providers for specialized health and protection needs.
• Create and run tailored community outreach interventions when required.
• Assure mobilization of at least 25 % of additional resources to fill resource gaps and ensure the clinic has uninterrupted services.
• Monthly, quarterly and annual financial and narrative reports submitted as required.

7. IOM’s Obligations

IOM’s obligations are listed as below:

1) Timely payment of rent to lessor.
2) Direct payment of facility utility costs (electricity, water and security).
3) Provide equipment and supplies needed for a fully operational clinic.
4) Meet all the costs for the employment of staff members (including but not limited to clinical officers, registered nurses, lab technologists, VCT counselors, community health volunteers and interpreters).
5) Provide overall technical supervision of the project, including monitoring and evaluation of the implementation of the project activities according to agreed upon criteria and timelines.
6) Manage external communication with authorities and other stakeholders regarding any
issues that pertain to the premises and services provided therein.
7) Build capacity of IP in resource mobilization and migrant-sensitive health service delivery.

8. Fees and Budget Estimates

Interested service providers should submit a detailed itemized budget as part of their proposal application to IOM clearly stipulating all related costs. The payment schedule will be phased and based upon the submission of the deliverables outlined earlier.

9. Desired Background and Experience

Below are requirements for the implementing partner:
• The IP should be a registered public benefit organization (PBO)/non-governmental organization (NGO) or faith-based organization (FBO) in the Republic of Kenya;
• Demonstrated experience of over three (3) years implementing clinical outpatient health services, HIV, TB, RH, MCH and SGBV prevention and response in formal and/or informal urban settings, serving migrants and host community members;
• Understanding of the community context: experience in implementing community health services in Kamukunji Sub-County or neighbouring sub-counties will be an added advantage;
• Experience and knowledge in designing successful and sustainable primary health care facilities in urban areas is a strong asset
• Experience with effective handling of donor funding, including UN funding;
• Demonstrated success in resource mobilization in the past five (5) years;
• Good relationship with MOH, other government departments, other health and non-health stakeholders and community members at large; and
• Good understanding and knowledge of Kenya health system, its policies and strategies along with humanitarian contexts in Kenya, especially understanding and sharing a common vision of the rights and health needs of refugees, asylum seekers and undocumented migrants; and overall knowledge of migration health.

10. Mode of Application

Service providers should submit their proposals (technical and budget) not exceeding 15 pages

The proposal should outline suggested approach (es) and a one-year budget not exceeding **Kenya Shillings Fifteen Million (KES. 15,000,000)**, including organization’s own contribution to the project.
SERVICE AGREEMENT
Between
The International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

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

1. Introduction and Integral Documents

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

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

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

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 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;

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(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 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.

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

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

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

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

(b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
(c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;

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

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

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

4.3 The Service Provider further warrants that it shall:

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

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

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

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

(e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.4 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, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee, 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**
9.1 All information which comes into the Service Provider’s possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.

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

10. Intellectual Property

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

11. Notices

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

**International Organization for Migration (IOM)**

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

13. Use of IOM Name

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 or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Guarantee and Indemnities

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

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

16. **Waiver**

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

17. **Termination**

17.1 IOM may 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, if any, 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. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service fee) shall be made through an amendment to this Agreement signed by both Parties.

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

For and on behalf of

The International Organization for Migration

[Full name of the Service Provider]

Signature

Signature

Name

Name

Position

Position

Date

Date

Place

Place