

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

For Simple Assignments

SERVICES FOR

**Comprehensive Mapping of Reintegration Measures in South Asian Colombo Process
Member States (Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka)**

Prepared by



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

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Colombo 08, Sri Lanka

12.01.2021

**REQUEST FOR PROPOSALS
RFP No.: LK21-002**

Mission: Sri Lanka

Project Name: GOALS (Governance of Labour Migration in South and South East Asia)

WBS: LM.0408.LK10.Q2.01.102

Title of Services: Comprehensive Mapping and Assessment of Reintegration Measures in South Asian Colombo Process Member States (Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka)



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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the GOALS (Governance of Labour Migration in South and South East Asia) Programme for which this Request for Proposals (RFP) is issued. Please click [HERE](#) to download the RFP.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: **Comprehensive Mapping and Assessment of Reintegration Measures in South Asian Colombo Process Member States (Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka)** More details on the services are provided in the attached Terms of Reference (TOR).

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 submitted through iomlkprocurement@iom.int on or **before 15.00 hrs Colombo time, 12th February 2021**. 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

BEAC Chairperson

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

Table of Contents

Section I - Instructions to Service Providers/ Consulting Firms	6
Section II – Technical Proposal Standard Forms	15
Section III. Financial Proposal - Standard Forms.....	22
Section IV. Terms of Reference	27
Section V – Pro-forma Contract.....	38

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 anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
 - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;

- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process or affect the execution of a contract.

3. Conflict of Interest

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 through email and submitted to IOM at the email address of iomlkprocurement@iom.int at least by 29th January 2021. IOM will respond by email 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.

4.3 For this purpose, [an online pre-proposal conference will be held on 26th January 2021](#) and meeting invite shall be sent to all interested bidders.

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.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 10-15 years of experience**, 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

¹ This clause shall be included/revised as deemed necessary

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 10 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).
- 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) Other Expenses, if any (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. 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/ Consulting Firms shall express the price of their services in **United States Dollars (USD)**.
- 7.5 The Financial Proposal shall be valid for **90 calendar days**. During this period, the Service Provider/ Consulting Firm is expected to keep available the professional staff for the assignment³. 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 a signed and scanned Proposal in PDF format to the designated IOM email address of iomlkprocurement@iom.int. Should the capacity of the **attachments exceed 6MB**, the Bidder shall share the required documents **through Microsoft OneDrive file sharing platform**.
- 8.4 The Technical Proposal shall be sent in separate email with subject line "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be sent in separate email marked "FINANCIAL PROPOSAL" and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- 8.5 Proposals must be received by IOM at the email address specified under section 8.3 no later than **15.00 hrs Colombo time, 12th February 2021**. Any Proposal received by the IOM after the deadline shall be declared "Late," and shall not be accepted by the IOM.
- 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 unopened until all submitted Technical Proposals are opened and evaluated. The BEAC has the option to open the proposals publicly or not.

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

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

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 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 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 system⁴. 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%**.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) Specific experience of the Service Providers/ Consulting Firms relevant to the assignment:	<u>10</u>
(ii) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	
a) Technical approach and methodology	<i>[15]</i>
b) Work plan	<i>[10]</i>
c) Organization and staffing	<i>[15]</i>
Total points for criterion (ii):	<u>40</u>
(iii) Key professional staff qualifications and competence for the assignment:	
a) Team Leader (ex: <i>Public Policy/Migration Studies/Legal Expert</i>)	<i>[25]</i>
b) <i>Social Scientist/Specialist</i>	<i>[10]</i>
c) <i>Economist/Livelihood Specialist</i>	<i>[10]</i>
d) <i>Psychosocial Specialist</i>	<i>[5]</i>
Total points for criterion (iii):	<u>50</u>

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

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	20%
2) Adequacy for the assignment	60%
3) Experience in region and language	20%
Total weight:	<u>100%</u>

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:
- late submission, *i.e.*, after the deadline set
 - 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 :

$$\mathbf{Sf = 100 \times F1 / F}$$

Where:

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

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights⁵ (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. If require, negotiation will be conducted through electronic communication.
- 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.
- 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.

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

- 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 [by the middle of March 2021](#).

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 *[insert Title of consulting services]* 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

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
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.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] 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

A. Field Investigation and Other Activities														
No.	Activity/Work Description	<i>Duration</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th h	11th h	12th 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 *[insert Title of consulting services]* 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

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Other Costs, if any (see FPF – 4 for breakdown)		
Total Amount of Financial Proposal ¹		

¹ 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 and FPF-5 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ² <hr/> <hr/>	Description: ³ <hr/> <hr/>	
Cost Component	Costs	
	Currency	Amount
Remuneration ⁴		
Other Costs ⁴		
Subtotals		

¹ Form FPF3 shall be filed at least for the whole assignment. -

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

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ For each currency, Remuneration and Other Costs 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

Name of Staff	Position	Unit	No. of Unit	Unit Cost	Total
Professional Staff					
1.					
2.					
3.					
4.					
5.					
Support Staff					
1.					
2.					
3.					
4.					
5.					

Authorized Signature:

Name and Title of Signatory:

FPF-5: Breakdown of Other Costs, if any

Description	Unit	No of Unit	Unit Cost	Total

Authorized Signature:
Name and Title of Signatory:

Section IV. Terms of Reference

Terms of Reference

Services Title	: Consultant Comprehensive Mapping of Reintegration Measures in South Asian Colombo Process Member States (Afghanistan, Bangladesh, India, Nepal, Pakistan and Sri Lanka)
Duty Station	: Home-based
Classification	: Consultancy
Type of Appointment	: Consultancy Contract
Desired Start Date	: As soon as possible
Closing Date	: 12 February 2021
Reference Code	:

Established in 1951, IOM is the leading inter-governmental organization in the field of migration and works closely with governmental, intergovernmental and non-governmental partners. IOM is dedicated to promoting humane and orderly migration for the benefit of all. It does so by providing services and advice to governments and migrants.

The International Organization for Migration (IOM) is seeking proposals from a qualified consultant or a team of consultants to conduct a mapping of existing reintegration measures supporting international labour migrants from South Asian countries returning to their countries of origin. The mapping will assess labour market integration, and the gendered economic, social and psychosocial reintegration measures including vulnerability factors affecting reintegration in Afghanistan, Bangladesh, India, Pakistan, Nepal and Sri Lanka.

1. BACKGROUND AND SITUATIONAL ANALYSIS

1.1 Overall Context

ILO estimates⁶ that there are 164 million migrant workers in the world. Within this global figure, the majority of the close to 23 million migrant workers in the Arab States sub-region come from South and South-East Asia, comprising over 19 million men and close to 4 million women migrant workers. Within the Asia region, there are other key migration corridors, including to and within the Member States of the Association of Southeast Asian Nations (ASEAN) and to East Asian economies.

⁶ *Department of Statistics, International Labour Organization, ILO Global Estimates on International Migrant Workers, Second edition (2017). Available from https://www.ilo.org/global/publications/books/WCMS_652001/lang--en/index.htm*

Labour migration from South and South-East Asia occurs primarily under temporary migration regimes particularly for lower- and semi-skilled workers.

1.2 The Colombo Process

The Regional Consultative Process on Overseas Employment and Contractual Labour for Countries of Origin in Asia (“the Colombo Process”) was established in 2003 in Colombo, Sri Lanka. The Colombo Process provides a member-state driven, non-binding platform for countries of origin in Asia to facilitate dialogue and cooperation on issues of common interest and concern relating to the management of overseas employment and contractual labour. Its shared goal is to optimize the benefits of organized labour migration while protecting their migrant workers throughout the migration cycle. Currently, the Colombo Process has twelve Member States: Afghanistan, Bangladesh, Cambodia, China, India, Indonesia, Nepal, Pakistan, the Philippines, Sri Lanka, Thailand and Viet Nam.

The Colombo Process has evolved around five thematic foci; (1) fostering ethical recruitment practices, (2) pre-departure orientation and empowerment, (3) skills and qualifications recognition processes, (4) promote cheaper, faster and safer transfer of remittances, and (5) labour market analysis. Colombo Process Member States have established Thematic Area Working Groups (TAWGs) on these thematic areas, each of which is chaired by a Member State.

1.3 The impact of Covid-19

The COVID-19 crisis is having an unprecedented impact on global economies, businesses and workers. ILO estimates that nearly 2.2 billion workers, representing 68 per cent of the global workforce, are living in countries with recommended or required workplace closures. This crisis has impacted migrant workers in the Asia region in many ways. As migrants, they are impacted by border closures and access to health and social services that are limited by their migration status; as workers, they are impacted by economic shocks and loss of work; and as returnees to low income households, they are particularly vulnerable to the unmitigated economic shock of loss of livelihood and paying for adequate healthcare and medication. The numbers who are losing jobs and seeking to return home across South Asia, are significant. By way of an example, as at the beginning of April 2020, there were an estimated half a million migrant workers returning to Bangladesh. Intermittent border closures between India and Nepal saw large numbers of migrants crowding at border crossings. Some countries in the Gulf States established amnesties for irregular workers, to allow them to return home without penalty.

1.4 Reintegration of returning migrants

Reintegration in general is understood as the re-inclusion or re-incorporation of a person into a group or a process, e.g. of a migrant into the society of his or her country of origin or habitual residence⁷. Reintegration is a multidimensional process that requires the re-establishment of economic, social and psychosocial ties back into a migrant’s country of origin or habitual residence. As such, successful

⁷ *Towards an Integrated Approach to Reintegration, IOM*

reintegration depends on various factors such as the migrant worker's occupation and time spent abroad as well as his/her gender, ethnic background, personal abilities and resources; the acceptance by his/her family, peers, and community; but also, on environmental and structural capacities as well as development and economic opportunities available in the country of origin.

While some migrant workers return to welcoming contexts and reintegrate in a smooth manner, many often face challenges reintegrating into their home communities and labour markets. In many cases, migrant workers are found to face both social and economic challenges after returning to their home country. Under these circumstances and pre-COVID, they often end up re-migrate for employment.

This situation may happen because they do not have entrepreneurship skills, could not manage the finances they earned overseas or arrived home without savings, or they were unable to translate the skills and qualifications gained overseas into the labour market in their home countries. Gaps in reintegration policies at national and sub national levels and the absence of support services and training opportunities can also hinder reintegration. Some returned migrant workers are also not able to invest any initial capital from their own savings to start enterprises of their own as many returns with crippling debts owed to informal lenders, with loans often having been secured by using personal assets such as agricultural land as collateral.

Structural factors such as cooperation between various government departments at the local and national level, returnee-oriented policies and legal instruments, but also level of support from the private sector, migration focused CBOs and the diaspora, and access to employment and basic services (e.g., housing, education, health, psychosocial referrals), all greatly impact a returnee's ability to reintegrate successfully.

The COVID-19 pandemic is deeply affecting the well-being of people all over the world, including migrants, asylum seekers, refugees and internally displaced persons. They disproportionately experience the impacts of the pandemic due to their weakened social support structures, bleak socio-economic prospects, unequal access to health care and social services, precarious housing, tenuous living and working conditions, vulnerability to misinformation and xenophobia, and risks of exploitation and abuse. As governments adopted measures to curb the spread of the disease, many migrants have found themselves jobless overnight, quarantined, stranded during their journeys, separated from their families and unable to return home, and trapped in dormitories or camps where adequate physical distancing is impossible. All of this has created and continues to fuel feelings of uncertainty, distress, fear, anger and hopelessness⁸.

⁸ <https://www.iom.int/news/iom-reiterates-importance-addressing-mental-health-impacts-covid-19-displaced-and-migrant>

Therefore, the implementation of reintegration programmes for returnee migrant workers should aim to ensure that migrant workers are able to secure their social and economic conditions in their home country not only for themselves but also their families.

2.PROGRAMME CONTEXT

2.1 Programme objectives

The “*Governance of Labour Migration in South and South-East Asia (GOALS)*” is a regional UN joint programme being implemented by IOM, ILO and the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women). Supported by the Swiss Agency for Development and Cooperation (SDC), the overall programme objective is that labour migration is safe, orderly and regular for all women and men from Colombo Process Member States through strengthened collaboration and effective migration governance. GOALS will run from August 2020 to July 2023⁹.

The GOALS programme is aligned with the overall goal of SDC’s Regional programme, “Decent Work for Migrant Workers from South Asia¹⁰: Enhancing the productive potential of labour migration and the well-being of migrant workers and their families through improved labour migration processes, labour market regulations and access to targeted services for migrants, thus increasing the contribution of migration to sustainable development.”

The programme is conceived in response to various facets of labour migration in the corridors between South and South-East Asia and the Middle East and builds on the first phase of the SDC supported regional project, “*Strengthening Labour Migration Governance through Regional Cooperation in Colombo Process Countries*”. The participating UN organizations (PUNOs), IOM, ILO and UN Women come together while partnering with other relevant stakeholders, including migrant workers and their representatives, civil society organizations, private sector including employers’ organizations, trade unions, recruitment agencies, and academia and policy think tanks to support the implementation of this regional project.

The GOALS programme responds to the current context, achievements, gaps and challenges relating to safe, orderly and regular labour migration from the South and South-East Asia countries of the Colombo Process. It envisions a three-year strategic and comprehensive focus for positive change, increased social and economic benefits for women and men migrant workers, their families and the countries of origin. Working with the Colombo Process Member States, guided by the Colombo Process TAWGs, the programme conceptualizes the links between countries of origin and

⁹ News | Sri Lanka (iom.int)

¹⁰ https://www.eda.admin.ch/deza/en/home/themes-sdc/migration/labour-migration.par2_projectfilter_page1.html

destination countries and strives to strengthen governance from policy to practice, regional to national, and vice versa.

The programme is built on three inter-linked and inter-related outcomes;

- **Outcome one:** Colombo Process Member States develop and progress actionable commitments for strengthened labour migration governance and policy coherence through multilateral dialogue;
- **Outcome two:** Selected Colombo Process Members states in South Asia have improved labour migration policies and practices, on skills development and qualifications recognition, fostering fair and ethical recruitment, and sustainable reintegration;
- **Outcome three:** The evidence base on labour migration is strengthened to inform knowledge, dialogue, policy making and action.

2.2 Overall programme approach

The programme incorporates the selected key thematic priorities of the Colombo Process placing specific focus on improved skills recognition, fair and ethical recruitment and sustainable reintegration. The programme will ensure that all interventions identify and address the barriers facing gender equitable labour migration not only at the regional level through the Colombo Process, but also for the improvement of overall governance of labour migration at the South Asia sub-regional level and the national level. The programme will promote equality for women migrant workers using a cross-cutting, gender mainstreaming approach, in line with the Kathmandu Declaration's commitment to mainstream a gender lens into all working group discussions in order to address the specific needs and vulnerabilities of women migrant workers, and promote equal opportunities for them.

In supporting Colombo Process Member States to convert priorities into national level action, the programme will take a corridor approach to the development and adaptation of thematic interventions. Such interventions will be developed through multi-stakeholder dialogue and consensus at the regional level, and then piloted through a corridor approach at the national level. This will mean that interventions related to recruitment, skills development and sustainable reintegration will focus on migration through South Asia and the Middle East migration corridor. This approach maximizes the ability to assess the effectiveness of the intervention.

At the regional and national level, the programme will take a multi-stakeholder approach to both ensure that policy development is evidence-based, relevant and based on informed dialogue; but also recognizing that engagement of multiple stakeholders increases ownership and accountability. The programme will encourage and support leadership from national partners and integrate the work of the programme into the national and regional policy agendas.

Keeping in mind the non-binding nature of the Colombo Process, GOALS will support member states to identify and make actionable commitments at the regional level. In line with the programme's

thematic and geographic focus, GOALS will then support the translation of these commitments into national action. The approach to this will be by using regional dialogues and symposiums to progress Colombo Process priorities into intervention models for each of the thematic areas of skills development and qualifications recognition, recruitment, and reintegration. These models will then be adapted in specific countries at the national level, for piloting where relevant. In the event where this is not possible as a result of the scope and budget of this project, it will link to the existing projects of PUNOs at the national level.

The programme will use both the regional to national, and the corridor approaches to this work, where relevant, which will focus on three thematic areas – skills development and qualifications recognition; fostering fair and ethical recruitment; and sustainable reintegration.

Outcome two of the programme envisages that:

“Selected member states in South Asia have improved labour migration policies and practices, in particular on skills development and qualifications recognition, fostering fair and ethical recruitment, and sustainable reintegration.”

Under this outcome, the programme will support the adoption of Colombo Process Member States’ commitments into policy and practice on reintegration, that maximizes the benefits of migrant work and ensures that women and men migrant workers and their families sustain the social, psychosocial and economic benefits of effectively governed labour migration processes.

2.3 Reintegration and the GOALS programme

This consultancy will directly support the Output 2.3 of the programme:

“Regional frameworks and guidelines on reintegration are developed and adapted for operationalization at the national level”.

Output 2.3 will support **Sustainable Reintegration** which will be addressed through a holistic approach that begins at the pre departure stage and culminates post reintegration, including (re)migration as a matter of choice, which enables States to focus on sustainable reintegration of returning migrant workers. The approach to reintegration will include the reintegration of migrants from a labour perspective, but also place high priority on interventions that meet the needs of returning migrants in terms of social, economic and psychological needs. This approach will consider the objectives and commitments of the TAWGs, especially the TAWG on Skills and Qualification Recognition Processes. Reintegration component of GOALS programme will utilize, among others, existing tools such as IOM’s Reintegration Sustainability Survey¹¹ and Scoring System to monitor sustainable reintegration of returning migrant workers across the economic, social and psychosocial dimensions and other relevant tools and guidance developed by the PUNOs. Taking a gender-responsive approach to this work, the programme will take into account the gendered division of labour, occupations and skills sets in the labour market and in the home as well as address any detrimental impact of violence and stigma women may have experienced during migration and on their return.

¹¹ IOM Publishes Report on Reintegration Outcomes | International Organization for Migration

Under output 2.3 the programme will map reintegration measures and identify good practices, both in terms of labour market integration, and in the gendered economic, social and psychosocial reintegration environment. The mapping will include identifying vulnerability factors affecting reintegration, with a special focus on reintegration measures targeting labour migrants. The mapping will consider existing reintegration measures designed, developed and implemented by State as well as non-State entities, and assess their effectiveness. This comprehensive regional mapping will inform tools and guidance for Colombo Process Member States, in the form of a capacity building tool for local authorities on facilitating labour market integration of returning migrant workers.

Based on the findings of the mapping on existing gendered economic, social and psychological reintegration measures and their effectiveness, a model on reintegration will be developed for South Asia that provides sustainable and integrated solutions to address gendered social, psychosocial and economic opportunities and challenges for returning migrant workers. The model will also be informed by knowledge and good practices from the region and globally on the benefit of referral networks, peer mentoring, and soft skills training, and the role of CSOs as well as women's organizations and collectives.

The model will build on IOM's Prottasha¹²: Bangladesh Sustainable Reintegration. The model on reintegration will be developed in line with national policies and frameworks in South Asia such as the Sub-Policy and National Action Plan on Return and Reintegration of Sri Lanka¹³ developed through the ILO-implemented national project, "Promoting decent work through good governance, protection and empowerment of migrant workers: Ensuring the effective implementation of the Sri Lanka National Labour Migration Policy".

When developing the model on reintegration, the programme will utilize existing institutional knowledge and information of the PUNOs including but not limited to IOM's Reintegration Handbook which provides practical guidance on the design, implementation and monitoring of reintegration assistance, and the reintegration monitoring tools including IOM's Reintegration Sustainability Survey, and ILO's tools and programmes like "Start and improve your business"¹⁴ and "Women entrepreneurship development"¹⁵. The model will be proposed and further developed at a regional symposium and then pilot tested in two Colombo Process Member States in South Asia.

¹² Prottasha Project, <https://bangladesh.iom.int/prottasha>

¹³ Sub- Policy and National Action Plan on Return and Reintegration of Migrant Workers Sri Lanka, https://www.ilo.org/wcmsp5/groups/public/---asia/---ro-bangkok/---ilo-colombo/documents/publication/wcms_497323.pdf

¹⁴ ILO, Start and Improve your Business Programme, <https://www.ilo.org/empent/areas/start-and-improve-your-business/lang--en/index.htm>

¹⁵ ILO, Women's Entrepreneurship Development (WED) Programme <https://www.ilo.org/empent/areas/womens-entrepreneurship-development-wed/lang--en/index.htm>

3. OBJECTIVE AND SCOPE OF THE CONSULTANCY

3.1 Overview of the mapping and assessment exercise

The aim of this research is to comprehensively map and assess the effectiveness of reintegration measures for returning labour migrants at national level in the following South Asian Colombo Process member states: Afghanistan, Bangladesh, India, Pakistan, Nepal and Sri Lanka. The results of the mapping and assessment should be documented and presented to the GOALS programme team. Once finalized, the report will be released publicly and shared directly with the relevant stakeholders.

The consultancy should use the key IOM approach to reintegration, namely “An Integrated Approach to Reintegration and the Handbook on Reintegration”, to structure the research and report - considering each country’s level of reintegration support against the economic, social and psychosocial dimensions of reintegration.

Mapping and assessment should consider the individual, community-based and **structural levels**. . These include political, institutional, economic, and social conditions at the local, national, and international level.

The research will:

- Map the availability of social, psychosocial and economic reintegration support mechanisms for returnees in achieving sustainable reintegration across the five countries
- Assess the gendered economic, social, psychosocial factors supporting sustainable reintegration (Refer IOM document: An Integrated Approach to Reintegration¹⁶)
- Consider provisions across the following levels:
 - Individual reintegration support targeting the specific needs of returning migrants and households, including in kind and cash-based assistance, vocational training and skills development, access to banking and micro finance business development support
 - Community based reintegration support
 - Structural factors
- For each level (individual, community and structural), the mapping should assess the availability and effectiveness of support across the **economic, social and psychosocial dimensions**.
- Cover national level and sub national level provision as well as the support provided by government, civil society, international organisations and private sector providers.
- Consider the available support and interventions being provided by International organisations and UN agencies in the field of reintegration
- Special attention should be paid to cross cutting gender implications affecting reintegration
- The presentation of the results of the mapping should follow a uniform format (to be agreed upon at the stage of the Inception Report) for each of the five countries and include a

¹⁶ https://www.iom.int/sites/default/files/our_work/DMM/AVRR/Towards-an-Integrated-Approach-to-Reintegration.pdf

summary of the findings for each country in a tabular format

- Make recommendations, which includes addressing gaps in reintegration support for each of the five countries

The mapping study will subsequently inform the development of a model on reintegration and of capacity building tools and will inform the subsequent selection of countries for potential pilot reintegration activities.

3.2 Mapping implementation

The mapping and the subsequent production of the report will be provided by the consultant/consultancy provider who will be responsible for conducting all the required research, for writing up and presenting findings and the development of final reports and recommendations.

This consultancy will be home based and will not require field research or travel to any of the target countries. The consultant/consultancy provider should be available for virtual meetings with key informants and the programme team at timings corresponding to the working day for South Asia.

3.3 Deliverables of the consultant/research team

- Inception Report detailing the methodological approach to be used in the mapping and assessment exercise which should be shared as a draft and finalised with IOM. This should include a work plan, draft questionnaires, timeline for the mapping study and structure and format of the final report (upon initial discussion with IOM).
- Literature and desk review, including the review of existing data, policies, projects, laws and policies in each of the target countries using such as publicly available information from the Colombo Process Member States, and existing relevant research, studies and publications.
- Propose research and data gathering tools for the mapping and assessment. These shall be finalised with IOM.
- Propose criteria, a composite index and/or rating for the assessment and finalise with IOM. .
- Comprehensively map and assess existing reintegration measures and support for returning migrants designed, developed and implemented by state as well as non-state entities.
- Gather data from stakeholders through survey questionnaires and online/ phone interviews;
- Compile and analyse all quantitative and qualitative data
- Include gender considerations in data collection and analysis
- Provide a power point presentation with an analysis of preliminary findings and recommendations
- Develop a draft report, taking into account feedback from the programme team. The report should include,
 - Country reintegration profiles for each country: a narrative of the mapping and the detailed assessment.
 - Overview of the mapping and assessment, which provides an overall summary of the 5 countries (for example in tabular form or a matrix).
 - A summary for each country in infographics.

- Revise the draft reports, reflecting all the comments/input provided by the GOALS programme team and other stakeholders at different stages, and prepare a final draft of the mapping report.
- Preparation, editing and design of the final report should be in line with IOM style and publication guidelines
- The final report is expected to be no more than 50 pages and, in addition to what is mentioned under the draft report, should contain at least the following,
 - Executive summary
 - Background and situational analysis
 - Methodology and Tools
 - Team and specific roles
 - Mapping and Assessment (deliverables mentioned under draft report above)
 - Conclusions and Recommendations
- All plans, presentations and reports should be in English.

4. KEY DELIVERABLES AND TIMELINES

Assignment shall be completed within 3 calendar months.

Timeline (<i>Day, from start of the consultancy</i>)	Expected output
5 th day	Submission of the Inception Report containing, methodology with workplan and timeframe, draft questionnaires and timeline
9 th day	Provide feedback on the methodology
27 th day	Submit the desk review
30 th day	IOM to provide feedback on the desk review
60 th day	Conduct research
61 st day	Prepare a power point presentation with an analysis of preliminary findings and recommendations
63 rd day	Present preliminary findings at a validation meeting with the programme team
68 th day	Develop and submit a draft report with analysis of findings and draft recommendations taking into account feedback from the validation meeting
72 nd day	IOM to provide feedback on the first draft report
75 th day	Submission of second draft with all comments addressed
80 th day	IOM to provide feedback on the second draft report
83 rd day	Revise and submit the final report; editing and design

5. QUALIFICATIONS AND EXPERTISE REQUIRED

The Consultant/research team must have the following qualifications and expertise:

- Postgraduate degrees in Public Policy, Social Sciences, Economics, Migration Studies, Law or a related field from an accredited academic institution with at least 5 years of experience in a relevant field
- Or university degrees in the abovementioned fields with 8-10 years of relevant working experience mentioned above
- Demonstrated experience in producing high quality research products in migration, reintegration and labour migration or another relevant field including a proven record of primary research in countries of origin
- Experience in assessing regulatory frameworks whether government or those of private social audits is advantageous
- Experience working in the South Asia region is an advantage;
- Previous experience working with one or more UN agencies is an advantage
- Excellent writing, communication and skills, gender and cultural sensitivity
- Fluency in English is required;

8. COMPETENCIES REQUIRED

The Consultant/research team shall have the following competencies:

- Ability to carry out research independently based on a robust methodology.
- Ability to deliver quality products consistently throughout the consultancy contract period.
- Demonstrated ability to analyse complex issues by considering the situations of multiple countries, synthesize the analyses and reflecting feedback from multiple stakeholders.
- Excellent command of English both orally and in writing.
- Excellent organizational skills and punctuality of the submission of the deliverables.
- Excellent coordination and communication skills and readiness to keep clients updated and consulted on the progress and challenges encountered.
- Demonstrated ability to effectively interface with stakeholders including government officials, to collate information.
- Flexible to accommodate certain changes to the timeline and methodology and responsive to changes as part of the review and feedback process.

9. BUDGET AND PAYMENT METHOD

The payment will be made in the following instalments:

- 10% upon the submission of the Inception Report.
- 20% upon submission and validation of the desk review and methodology.
- 40% upon submission of the first draft report.
- 30% upon submission and acceptance of the final report.

Section V – Pro-forma Contract

GPSU.SF.19.20

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

Name

Position

Date

Place

Name

Position

Date

Place