



REQUEST FOR PROPOSALS (RFP) *(PROCUREMENT OF SERVICES)*

SERVICES FOR

*Final external evaluation of the Programme “Supporting ACP-EU
cooperation on migration and development”
FED 2014/344-981*

Prepared by



International Organization for Migration (IOM)
The UN Migration Agency

Regional Office for the European Economic Area, the EU and NATO in Brussels
June 2019



REQUEST FOR PROPOSALS
RFP No.:2019/01

Mission: *Regional Office for the European Economic Area, the EU and NATO in Brussels, Belgium*

Project Name: *Supporting ACP-EU cooperation on migration and development*

WBS: *CE.0257.BE99.54.04.003*

Title of Services: *Final External Evaluation*

Request for Proposals (RFP)

The International Organization for Migration – Regional Office for the European Economic Area, the EU and NATO in Brussels (hereinafter called **IOM**) is an intergovernmental humanitarian organization established in 1951 and is committed to the principle that humane and orderly migration benefits both migrants and society.

IOM intends to hire a Service Provider for the Final external evaluation of the Programme “*Supporting ACP-EU cooperation on migration and development*” (hereafter referred to also as the “*ACP EU Migration Action*” or the “*Action*”) for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers to provide Technical and Financial Proposal for the following Services: **Final External Evaluation**. More details on the services are provided in the attached Terms of Reference (TOR).

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. Standard Form of Contract

The Proposals must be delivered by hand or through courier mail to IOM with office address at **International Organization for Migration, Regional Office 6th Floor, Rue Montoyer 40, 1000 Brussels, Belgium** on or **before 12.00 PM (local time Brussels, Belgium) of 24 June 2019**. On the sealed envelope, the following sentence should be written “*Do not open – Final Evaluation ACP-EU Migration Action*” (Ref. art 8.4). No late proposal or proposal without the mentioned lettering on the envelope 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.


Ola Henrikson
Regional Director

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

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Section I - Instructions to Service Providers (ITSP)

1. Introduction

- 1.1 Only eligible Service Providers 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 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.
- 1.3 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.
- 1.4 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.
- 1.5 IOM shall provide at no cost to the Service Provider the necessary inputs and facilities and assist the Provider in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section IV. 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 on the following websites:

<https://acpeumigrationaction.iom.int/work-with-us>
<https://eea.iom.int/procurement-opportunities>

4.2 Service Providers may request for clarification(s) on any part of the RFP. The request must be sent in writing by standard electronic means and submitted to IOM at ACPEUActionFinEval@iom.int at least five (5) calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing by standard electronic means to the said request and this will be made available on the following websites:

<https://acpeumigrationaction.iom.int/work-with-us>
<https://eea.iom.int/procurement-opportunities>

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
 - b) the Financial Proposal.
- 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 RFP and to visit the ACP-EU Migration Action website, <https://acpeumigrationaction.iom.int/>. 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) 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.
 - b) 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.
 - c) Proposed professional staff must, at a minimum, have the relevant experience of at least 12 (twelve) years for the **team leader evaluator** and 7 (seven) years for all the **other experts** and **staff**, preferably working under conditions similar to those prevailing in Belgium.
- 6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 8 (Section II).
- a) A brief description of the Service Provider organization and an outline of recent experience on assignments of a similar nature (TPF-2). For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement. The last three financial statement, the Company registration report, the ID of the authorized signature and the Organigramme of the firm/entity.
 - 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-8).

- 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.
- e) A statement of exclusivity and availability (TPF-6) should be signed by each professional staff named under TPF-4.
- f) 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-7).
- g) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-8).

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 III).
- 7.2 The Financial proposal shall include all costs associated with the assignment. 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 shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement. IOM enjoys the same tax/duty privilege as UN specialized agencies. In preparing the Financial Proposal the Service Provider shall consider that IOM is VAT exempt.
- 7.4. Service Providers shall express the price of their services in EUR. The maximum available budget for this RFP is of **EUR 165,000** (Hundred Sixty-Five Thousand Euros). Budget should be prepared based on FPF – 2 and should be as detailed as possible.
- 7.5 The Financial Proposal shall be valid for 60 calendar days. 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 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 **three copies** 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, the name of the Service Provider and with a warning “*Do not open – Final Evaluation ACP-EU Migration Action*”.
- 8.5 Proposals must be received by IOM at the address **International Organization for Migration, Regional Office 6th Floor, Rue Montoyer 40, 1000 Brussels, Belgium** on or **before 12.00 PM (local time Brussels, Belgium) of 24 June 2019**. 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 Service Provider unopened.
- 8.6 After the deadline for the submission of Proposals, all the Technical Proposal shall be opened first. The Financial Proposal shall remain sealed until all submitted Technical Proposals are opened and evaluated.

9. Evaluation of Proposals

- 9.1 During the evaluation period, Service Providers that have submitted their Proposals are prohibited from making any kind of communication with IOM 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 twenty-eight (28) calendar day after the deadline for receipt of proposals.
- 10.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by applying an evaluation criterion, sub criteria and point system. 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 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 technical proposals of Service Providers shall be evaluated based on the following criteria and sub-criteria:

	<u>Points</u>
(i) <i>Specific experience of the Service Providers relevant to the assignment (one point for each relevant year)</i> Evaluation will be based on TPF-2 and requested Annexes	max 10
(ii) <i>Adequacy of the proposed methodology and work plan in response to the Terms of Reference:</i>	
a) Technical approach and methodology Evaluation based on TPF-3 with the following sub-criteria: 1) 1 to 3 points - Adherence to the TOR 2) 1 to 6 points - Level of details (Context analysis, geographical coverage, etc.) 3) 1 to 6 points - Understanding of the assignment: how the proposed methodology and approach are capable to evaluate project results	15
b) Work plan Evaluation based on TPF-7 and TPF-8 with the following sub-criteria: 1) 1 to 5 points – coherence of the Work plan with the proposed methodology and technical approach 2) 1 to 5 points – coherence of the work plan with the time frame of the RFP 3) 1 to 5 points – coherence of the work plan with the activities to be implemented and the available human resources	15
c) Organization and staffing Evaluation based on TPF-4	10
Total points for criterion (ii):	max 40

<i>(iii) Key professional staff qualifications and competence for the assignment:</i>	
a) Team Leader	25
b) Second Expert/s (if more than one Second Expert is proposed, an average of their individual points will be considered)	20
c) Support staff (if more than one Support Staff is proposed, an average of their individual points will be considered)	5
Total points for criterion (iii):	
	max 50

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

1) General qualifications	30%
2) Adequacy for the assignment	50%
3) Experience in region and language	20%
Total weight:	100%

The minimum technical score (St) 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 (ITSP) and Terms of Reference (TOR).

11. Financial Evaluation

11.1 After completion of the Technical Proposal evaluation, IOM shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.

11.2 IOM 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.

11.3 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,

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)

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

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

12. Negotiations

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date for contract negotiation is **3 July 2019** (to be confirmed).
- 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 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 V). 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 Proposals.

13.2 The Service Provider is expected to commence the assignment on **15 July 2019**.

14. Confidentiality

14.1 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.

Section II – Technical Proposal Standard Forms

TPF-1: Technical Proposal Submission Form

[Location, Date]

To: Ola Henrikson, Regional Director
Regional Office for the European Economic Area, the EU and NATO in Brussels
Rue Montoyer, 40 – 1000 Brussels - Belgium

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for *Final External Evaluation* in accordance with your Request for Proposal (RFP) of June 2019 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]

Please attach:

- 1. The last three financial statements***
- 2. The Company registration report***
- 3. The ID of the authorized signature***
- 4. The organigramme of the firm/entity***

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 (at least 2 staff – Team Leader and Second Expert/s)		
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: Statement of exclusivity and availability

I, the undersigned, hereby declare that I agree to participate exclusively with *Name of the Service Provider* in the above-mentioned RFP. This includes that I will not be proposed as a replacement expert to other Service Provider in this same RFP. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this Proposal is successful, namely:

From	To	Availability
		XX DAYS

I confirm that I do not have a confirmed engagement as key expert in another IOM RFP or project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other Service Providers participating in this RFP. I am fully aware that if I do so, I will be excluded from this procedure, the Proposal will be rejected, and I may also be subject to exclusion from other procedures and contracts funded by IOM.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform IOM of any change in my situation.

I acknowledge that I have no contractual relations with IOM and in case of dispute concerning my contract with IOM, I shall address myself to the latter and/or to the competent jurisdictions.

Date:

Full name of staff member:

Full name of authorized representative:

TPF-7: Time Schedule for Professional Personnel

Name	Position	Reports Due/Activities	Duration																			
			Month 1				Month 2				Month 3				Month 4				Month 5			
			W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4

Signature of Authorized Representative: _____

Full Name: _____

Title : _____

TPF-8: Activity (Work) Schedule

No.	Activity/Work Description	Duration																			
		Month 1				Month 2				Month 3				Month 4				Month 5			
		W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4	W1	W2	W3	W4
1																					
2																					
3																					
4																					
...																					
...																					

Deliverables schedule	Date
1. Inception Report	
2. Emerging findings report from each field visit	
3. Final Evaluation Report	
4. Final Presentation of the evaluation	
5. Evaluation Brief	

Section III. Financial Proposal - Standard Forms

FPF-1: Financial Proposal Submission Form

[Location, Date]

To: Ola Henrikson, Regional Director
Regional Office for the European Economic Area, the EU and NATO in Brussels
Rue Montoyer, 40 – 1000 Brussels - Belgium

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for *Final Evaluation Service* in accordance with your Request for Proposal (RFP) of June 2019 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount 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 60 days 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 (ITSP), 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 published on:

<https://acpeumigrationaction.iom.int/work-with-us>

<https://eea.iom.int/procurement-opportunities>

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	Type of Units	Number of Units	Unit cost	Total
Support Staff				
Team leader expert				
Other experts				
Travel costs				
Office costs				
<i>Add as many as necessary</i>				
Total Amount of Financial Proposal ¹				

¹ Indicate total costs to be paid by IOM. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:



FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): ²	Description: ³		
Cost Component	Costs		
	Unit	Unit Cost	Amount
<i>Type of cost</i>			
<i>Type of cost</i>			
Subtotals			

¹ Service Provider shall fill a separate Form FPF-3 for each Group of activities.

² Names of activities (phase) should correspond to the ones indicated in Form TPF-7.

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

Authorized Signature:

Name and Title of Signatory:

Section IV. Terms of Reference

1. Background

Launched in June 2014 and scheduled to close in August 2019, the programme “Supporting ACP-EU Cooperation on Migration and Development”, also referred to as “ACP-EU Migration Action” or, in its shorter version, the “Action”, operates under the auspices of the ACP Secretariat and of the European Commission (EC), is implemented by the International Organization for Migration (IOM) and funded through the 10th European Development Fund (EDF).

The purpose of this Programme has been to provide support to concrete activities in areas of strategic interest to African, Caribbean and Pacific (ACP) and European Union (EU) partners, as identified under the ACP-EU Dialogue on Migration and Development (“hereafter referred to as “the Dialogue”). This Dialogue is an important platform bringing together the 79 countries of the ACP Group of States and the 28 EU Member States to advance discussion and cooperation on migration and development issues.

Within this framework, comprehensive discussions on migration and development between the ACP Group of States and EU partners have taken place since 2010, when the ACP and EU partners agreed on a Joint Declaration on Migration and Development that was endorsed by the ACP-EU Council in June 2010. In this declaration, the parties committed to strengthen and deepen exchanges and cooperation in the area of migration and development.

In May 2011, the ACP-EU Council welcomed the fruitful discussions of the Dialogue and agreed that the ACP and the EU should pursue a more in-depth discussion on seven themes: mobility of skilled persons; legal migration; readmission; visa; smuggling of migrants and trafficking in human beings; migrants' rights and remittances. For 2011-2012 however, a specific focus on visas, remittances and readmission was agreed. This second cycle of dialogue resulted in three sets of recommendations on visas, remittances and readmission that were subsequently endorsed by the joint ACP-EU Council in June 2012 (ACP-UE 2115/12) and formalized by the ACP Group of States in the report of 17 January 2013 (ACP/28/044/12). In May 2015 the joint ACP-EU Council adopted an additional recommendation on trafficking and smuggling.

As also emphasized in the Global Approach to Migration and Mobility (GAMM), this ACP-EU partnership is of strategic importance as to further strengthen the operational aspects of implementation of Article 13 of the Cotonou Cooperation Agreement. The ACP-EU Migration Action directly responds to this priority for increased operational cooperation by providing a framework for concrete actions in the priority areas (remittances, visas, readmission, trafficking in human beings and smuggling of migrants) jointly identified by the Dialogue’s parties. These constitute the framework for further discussions and collaboration under the Dialogue, as well as the policy basis to the ACP-EU Migration Action programme’s activities.

As indicated, the ACP-EU Migration Action was conceived to concretely support the Dialogue’s recommendations through three closely interlinked and mutually reinforcing **Components** that address different stakeholders to reach a set of **specific objectives**:

Specific objective #1: Support governments, public institutions and policy processes linked to migration in ACP countries, with a specific focus on the follow-up to the recommendations of the ACP-EU Dialogue, through a mechanism of tailored technical support on demand.

To reach such objective, the Action through its **Component 1**, provided *on-demand technical assistance* (TA) to ACP Governments and Regional Organizations (ROs) in the areas of *visas, remittances, readmission, trafficking in human beings and smuggling of migrants*, as identified in the recommendations of the Dialogue. Under this Component, 62 TA Interventions of varied typology (capacity building, research, policy analysis and recommendations, institutional and legislation development, and regional cooperation) have been implemented.

Specific objective #2: Ensure concrete actions at grass roots level that directly involve migrants, migrant communities, and/or non-state actors through support to relevant small-scale targeted initiatives/projects.

Through **Component 2** the Action offered funding for 15 *national and regional projects implemented by Non-State Actors* (NSAs) operating in ACP countries, to the benefit of migrants, their families, and the origin/host communities. National projects were in the same topic as the TA implemented in that country, whereas regional projects were in a topic that was identified as a priority for that ACP region.

Specific objective #3: Collect information and good practices related to the areas of mutual strategic interest for the ACP-EU partners and provide channels of dissemination, with a particular attention to monitoring progress and ensuring that the results achieved informs the ACP-EU Dialogue.

Under **Component 3**, the Action has collected, analysed, and disseminated information gathered through its TA and NSA interventions. Seminars and peer-to-peer meetings attended by ACP governments, EU representatives, ROs, civil society, private sector, international organisations, UN agencies and academia have taken place in the Pacific, Caribbean, and African regions, as well as in Brussels, Belgium. These allowed for wide-ranging exchange of information and good practices with counterparts which, in many cases, share common challenges. Publications and other learning materials have been produced on each of the Actions' intervention topics, highlighting key recommendations that the ACP-EU Dialogue on Migration and Development should take into consideration and further elaborate on.

As established in the Action's Description, IOM wishes to conduct a final external evaluation of this Programme.

Further information on the ACP EU Migration Action can be found in its dedicated website: <https://acpeumigrationaction.iom.int/>

2. Evaluation purpose

This final evaluation is to be conducted during the last months of implementation of the Action as to provide the EC, the ACP Secretariat and IOM itself with evidence-based insights on the overall effectiveness of the programme and with learning elements such as programmatic recommendations, that could be taken into account as to improve the design and the implementation of future similar facilities.

More specifically, this evaluation aims to:

- provide an overall assessment about the performance of the ACP-EU Migration Action and the relevance of the activities supported in the context of the ACP-EU Dialogue on

Migration and Development debate and of the recommendations adopted by the Joint ACP-EU Council of Ministers in Vanuatu in June 2012 and in Brussels in May 2015;

- assess the overall quality of the TA interventions conducted (Component 1) in terms of correspondence between the assistance requested and the actual support delivered;
- assess the quality of the NSAs projects implemented and specifically the extent to which results were obtained through the projects and the set objectives (Component 2);
- assess the knowledge management component (Component 3), inclusive of its communication and visibility activities, with particular attention to how the communication and visibility products and related activities have taken stock of and reflected the results obtained through the programme's components;
- assess the overall performance of the programme against its Work-plan and Logical Framework; and
- identify good and innovative practices.

As indicated above, the evaluation is meant to be used by a set of different audiences including the donor, EC DG DEVCO and DG HOME, the ACP Secretariat and IOM (HQ and field offices).

The findings of the evaluation will be used by IOM to contribute to organizational learning and to the enrichment of knowledge, thus enabling IOM to become more effective and efficient in its work. More concretely, IOM intends to incorporate the findings of this evaluation into the development of future similar demand-driven technical assistance facilities. Moreover, IOM will share the evaluation's findings with the donor as mandated in the Description of the Action.

3. Evaluation scope

The evaluation will cover all phases of the programme: from the inception phase to the set-up, the implementation and closing phases (from 26 June 2014 to 27 August 2019).

The evaluation will examine all activities pertaining to the three components of the Action; it will include on-site visits to selected countries in all five regions (Southern Africa, East and Horn of Africa, West and Central Africa, Caribbean and Pacific) and entail meetings with management staff based in Brussels.

Given the high number of TA Interventions (62) and NSAs projects (15) implemented by the Action and the numerous communications, documents and analysis, it is expected that the Evaluation Team will propose to IOM a selection of TA interventions, NSA projects and knowledge management products to be analysed in depth. This selection will be proposed to and discussed with IOM, which will provide its approval.

4. Evaluation criteria and questions

The evaluation team will examine the Programme according to the following criteria:

- the **relevance** of the programme's outcomes as they were set at the beginning;
- the **effectiveness** of the programme in achieving its objectives and producing set results;

- the **efficiency** of the Action and therefore how well resources were used to undertake activities and deliver outputs;
- the **impact** of the Action in terms of effects it produced; and
- the **sustainability** of the programme's results in the medium and long-term.

Below are the key generic questions that the evaluation is expected to answer. They represent a provisional and indicative list of questions to be reviewed and refined by the Evaluation Team in the initial phase of the process.

i. Relevance

- To what extent has the Programme responded to the needs of various beneficiary and stakeholders?
- To what extent the Programme's activities contributed to the development/support of the ACP-EU Dialogue on Migration and Development?

ii. Effectiveness

- Were all Programme's activities implemented as originally planned and in a timely manner? If not, why?
- To what extent have the Programme's activities effectively produced quality outputs and outcomes as planned?
- Has the Programme adequately responded to local and national priorities?
Are the beneficiaries satisfied with the services delivered by the Programme?

iii. Efficiency

- To what extent Programme's implementation strategies used resources (funds, expertise and time) in a cost-efficient manner?
- Could activities have been successfully implemented with fewer resources without compromising the quality of resultant outputs and outcomes?
- Could cheaper alternative implementation strategies have reached similar results or more?
- How successful has the Programme been in complementing interventions of other national and international actors?

iv. Impact

- What impact (positive and/or negative, intended or unintended) did the Programme have on its' beneficiaries and relevant stakeholders and what do these actors perceive to be the impact?
- What observed changes in terms of, for example, policy and legislation, institutional organization, resources allocation, etc. can be linked to the Programme's TA interventions?
- What observed changes can be linked to the Programme's NSAs projects based on the results they were intended to achieve?

v. Sustainability

- What Programme's results and outcomes are likely to continue after the Programme has ended?
- Is it possible to observe effects regarding the Programme's impact at the institutional capacity and/or policy/operational level?

- What actions are recommended on the Programme's design and implementation to strengthen sustainability of future interventions?
 - Do the measures taken by national, Regional Organizations (ROs) and NSAs partners in relation to the Programme's interventions, have the potential of ensuring continuation, replication or scaling up of the results of the Programme?
- vi. Cross-cutting issues
- How has the Programme addressed cross-cutting issues such as gender, human rights, and the environment?

5. Evaluation methodology

It is expected that a combination of different evaluation methods - to collect both quantitative and qualitative information - will be used, including: documents and reports review, structured/direct observation, (online) questionnaires, key informants' interviews, and other data collection methods as deemed necessary. The Evaluation Team will be responsible for elaborating further the proposed methodology and for detailing implementation plan, in line with the evaluation purpose and questions.

The evaluation will include also field visits to a selection of ACP Countries chosen among those where the Action has operated (see Annex 1), to be proposed for agreement by the Evaluation Team to the IOM Regional Office Brussels' Evaluation Manager appointed for this evaluation (hereafter referred to as 'IOM Evaluation Manager') together with a calendar for the visits.

IOM will share all necessary background documentation with the selected Evaluation Team, including: existing reports, institutional documents and meeting minutes as well as other relevant products.

IOM will provide all necessary and available contact details of IOM staff/offices involved in the implementation of the Action at field/HQ level, ACP government counterparts, ROs representatives, contracted NSAs, EC services and ACP Secretariat counterparts.

To the extent possible it will be participatory in its approach, to ensure ownership and promote interaction with the IOM team in the Country Offices and/or in the Regional Offices and relevant IOM partners.

This evaluation must follow the IOM Data Protection Principles (MA/88), UNEG norms and standards for evaluation and relevant ethical guidelines.

6. Evaluation phases & deliverables

The evaluation will follow a phased approach, which will allow time for reflection and real-time feedback.

The evaluation phases will include:

a. *Inception Phase (Weeks 1 and 2)*

IOM will provide the Evaluation Team with the documents to be reviewed (contracts and addenda, Guidelines of Procedures, Logical Framework, Workplan, activity reports, and any other relevant documents), together with a list of key informants from IOM and other partners.

During this phase the most relevant programme's documents should be broadly reviewed by the Evaluation Team. This review will be followed by a first meeting with the IOM Evaluation Manager and other appointed IOM staff in Brussels as to discuss:

- Identification of TA/NSAs interventions to be assessed (a total of 15 TAs and 6 NSAs, of which 3 national NSAs and 3 regional NSAs projects);
- Defining scheduling and venues for the field visits;
- Identify partners and stakeholders to be involved in the review exercise (i.e. beneficiaries, both Governments and NSAs, IOM country offices staff, EU Delegations etc.);
- Any complementary issues.

Inception Phase's Deliverables:

- *At the end of this phase, the Evaluation Team will propose for IOM acceptance an Inception Report consisting of:*
 - a. *Comprehensive methodological approach including:*
 - *Data collection and analysis tools*
 - *Strategy for data triangulation*
 - *Proposed sampling (TAs and NSAs to evaluate through field visits with schedule of missions and list of partners to be met)*
 - *Any limitations of the chosen data methods and how they will be addressed*
 - *How cross-cutting issues will be addressed*
 - b. *An evaluation matrix showing, for each evaluation question, the proposed indicators, assumptions to be assessed and corresponding sources of information;*
 - c. *Detailed work plan for the evaluation process, its phases and deliverables, inclusive of specific dates.*

b. Desk & Field Phase (Weeks 3 to 13)

During the Desk Phase, the Evaluation Team will carry out the following tasks:

- Review systematically and in depth all relevant available documents and reports;
- Interview all IOM Programme's management and field staff, the ACP Secretariat, the EC services and other key partners that will not be interviewed once in the field.

During the Field Phase, the Evaluation Team will assess at least **15 TAs interventions** (out of a total of 62 implemented by the Action) ensuring that the 5 regions (the Pacific, the Caribbean, West and Central Africa, East and Horn of Africa, and Southern Africa) are all equally covered, with at least 3 TAs assessed per region. Depending on travel options, during the same travel mission the Evaluation Team will try to assess the 3 TAs of one given region and also the NSA project/s (if one or more have been selected for assessment in that region). In total, **6 NSAs projects** (out of a total 15 projects supported by the Action) will be assessed (3 regional NSAs and 3 national NSAs projects).

Field visits in each ACP Country should not exceed 5 working days visit per country; efforts should be made during each visit to meet with counterparts pertaining to all TAs/NSAs selected for evaluation in that country. The ACP Countries, ACP Regional Organizations and NSAs that received support from the ACP - EU Migration Action are listed in Annex 1.

Depending on the field phase plan, debriefs will be expected from the Evaluation Team to the IOM Evaluation Manager and other appointed IOM staff following each field visit. If these visits are organised simultaneously then a debriefing with IOM in Brussels will be organized. In both cases the Evaluation Team will prepare a short report on emerging findings per visit.

Desk & Field Phase Deliverables:

- *Emerging findings report from each field visit.*

c. *Synthesis Phase (Weeks 14 to 16)*

This phase is devoted to the preparation of the Final Evaluation Report.

A Draft Final Report shall be shared with the IOM Evaluation Manager for comments and discussion. The Evaluation Team will review and finalize the Evaluation Report accordingly, taking into account IOM's inputs and/or further discussing issues arising from the Draft Final Report.

The Evaluation Team will undertake a final visit to IOM Brussels to submit the Final Report and communicate the findings and conclusions of the evaluation.

A presentation of the main findings and recommendations will also be made available and used to present to IOM Brussels when submitting the Final Report. Furthermore, an Evaluation Brief will be expected for further dissemination of key findings and recommendations.

Synthesis Phase Deliverables:

- *Final Evaluation Report of not more than fifty (50) pages (excluding executive summary and annexes) written in a clear and concise manner. The report should consist of:*
 - *Table of contents;*
 - *Executive summary of not more than eight (8) pages;*
 - *Analysis of context in which the programme is implemented;*
 - *Methodology summary;*
 - *Overall assessment and summary table linking findings, conclusions, and recommendations;*
- *Final presentation of the evaluation;*
- *Evaluation Brief of not more than five (5) pages (template to be provided).*

7. Tentative timeframe for deliverables

In line with the above, please find below an indicative timeframe per deliverable:

Phase/Activities	Location	Weeks	Deliverables
Inception Phase <ul style="list-style-type: none"> ▪ General review of documents ▪ Meeting in <u>Brussels</u> 	Home based / Brussels	Week 1 Week 2	- Inception Report
Desk Phase <ul style="list-style-type: none"> ▪ In-depth desk review of documentation ▪ Interview IOM Programme's management and field staff, the ACP Secretariat, the EC services and other key partners 	Home based / Brussels	Week 3 to Week 5	
Field Phase <ul style="list-style-type: none"> ▪ Conduct Field Visits ▪ Writing Field Visits Report with indication of emerging findings ▪ Debriefing in <u>Brussels</u> (if necessary) 	Target ACP Countries/ROs and Brussels	Week 6 To Week 13	- Emerging findings report from each field visit
Synthesis Phase <ul style="list-style-type: none"> ▪ Develop and share for feedback the draft Final Evaluation Report ▪ Finalization of Final Evaluation Report ▪ Preparation of Presentation of Evaluation's Outcomes ▪ Preparation of Evaluation Brief ▪ Presentation of Evaluation's Outcomes in <u>Brussels</u> 	Home based / Brussels	Week 14 To Week 16	- Final Evaluation Report; - Final Presentation of the evaluation; - Evaluation Brief.
TOTAL		16 weeks	

8. Evaluation budget

For this request for proposal, interested companies shall express the price of their services in EUR and the maximum available budget is of EUR 165,000 (Hundred Sixty-Five Thousand Euros) as per Annex FPF 2 of the Request for Proposals.

9. Evaluation management and other arrangements

The IOM Regional Office Brussels will oversee the management of the Final Evaluation and therefore be the primary contact with the Evaluation Team.

Specifically, the IOM RO Brussels will appoint an IOM staff as Evaluation Manager for the Evaluation Team for all activities pertaining to the evaluation; name and contact details will be shared with the Evaluation Team upon commencement of the activities. The Evaluation Manager will be the primary focal point; his/her main responsibility will be to coordinate all feedback from other IOM staff and relevant stakeholders on the key outputs (i.e. the Inception Report, Reports on emerging findings and the Draft and Final Evaluation Reports).

The IOM Evaluation Manager will coordinate with IOM HQ, IOM Regional/Country Offices, as to inform them, coordinate and accompany them during the Evaluation Team's activities that will require their involvement. Similarly, the IOM Evaluation Manager will coordinate directly with the EC Services and ACP Secretariat, ACP National Counterparts.

The Evaluation Team will not contact any of the above-mentioned IOM offices or counterparts, without previous authorization and coordination with the IOM Evaluation Manager.

IOM will regularly inform the relevant EC Services of the evaluation process, invite relevant EC services to participate in meetings and/or missions (travels/field visits - at their own costs) and report to them the results of the evaluation. Relevant EC staff will be also included among stakeholders interviewed.

All reports and deliverables will be written in English. However, desk review might entail reviewing documents and reports in English, French, Spanish and Portuguese.

Evaluation visits, related correspondence with counterparts and evaluation tools in some of the selected ACP countries might have to be undertaken in language other than English (French, Spanish or Portuguese).

10. Requirements for evaluation team's members

IOM RO Brussels is looking for a consultancy company, which is required to propose an Evaluation Team composed of a minimum of 2 members: one Team Leader and one (or more) Second Expert.

The Evaluation Team must have an in-depth knowledge of migration and development issues and a solid knowledge of project management and evaluation methodology. Experience in similar assignments is considered a requirement.

The Team Leader will coordinate the work of the Evaluation Team during the whole contracting period and will supervise the drafting of all the documents that have to be submitted to the IOM by the indicated deadlines.

The Second Expert/s will cooperate with and under the Team Leader's supervision in the evaluation process and in drafting the documents to be submitted. The Second Expert/s will take part to all the meetings organized for the purpose of the evaluation in Brussels.

Field missions will be conducted by the Team leader and/or the Second Expert/s in different countries/regions. A missions' plan indicating expert/per country will be shared with IOM.

The team should have the following profile and qualifications:

- The experts must all have at least Higher University Degree and/or equivalent professional experience;
- The experts must have relevant experience in the ACP countries in some of the following fields: management of labour migration; links between migration and development (e.g. remittances, financial literacy, diaspora engagement), prevention and management of irregular migration, return, readmission and reintegration; smuggling of migrants and trafficking in human beings; capacity building in migration management (including e.g. border management, documents security etc.); protection of migrants against exploitation and discrimination;
- The experts must have relevant knowledge of the general situation in ACP Countries as regards to migration, including political and legislative context;
- The experts must have experience with evaluation of EU-funded programmes; experience in evaluation of Migration and Asylum projects is considered an advantage; they must have knowledge of the EC funding rules and procedures for external cooperation programmes.

Expert 1 – Team leader (1)

- A solid and diversified experience in the specific field of expertise needed: minimum 12 years' experience in migration management, migration studies and related fields. Focus on ACP-EU Dialogue's priorities as area of expertise is an advantage;
- In-depth knowledge of and experience in project evaluation methods and techniques (minimum 10 years' experience);
- Proven professional experience in migration management in developing countries and specifically in the area of ACP cooperation regional/country projects with governments and civil society organisations (at least 10 years);
- Fully conversant with the principles and working methods of project cycle management;
- Proven excellent report writing;
- Full working knowledge of English; knowledge of French/Spanish/Portuguese is a strong asset;
- Previous experience as Team Leader in similar assignments is an advantage.

Expert/s 2 – Second Expert/s

- In-depth knowledge of project evaluation methods and evaluation techniques (min 5 years' experience);
- Sound professional experience in capacity building in developing countries with a focus on ACP countries (at least 7 years of experience);
- Extensive understanding of migration policies (focus on ACP EU Dialogue's priorities as area of expertise is an asset);
- Previous experience in implementation of programmes involving governmental parties and Non-State Actors is a strong asset;
- Understanding of EC development policies and practices and of the main geographical regions covered by the EC's external cooperation;

- Proven excellent analytical report writing;
- Full working knowledge of English; knowledge of French/Spanish/Portuguese is a strong asset.

Ethical considerations

The Evaluation Team will conduct the evaluation and all activities linked to it independently and impartially. The findings of the evaluation, especially from key stakeholders and beneficiaries, shall be treated confidentially. The IOM Evaluation Manager will provide close cooperation and coordination with the Team throughout the process in a transparent and professional manner.

Please refer to the Request for Proposal for submitting your expression of interest.

**Annex 1 - List of ACP countries, Regional Organizations and Non-State Actors
which benefitted of support from the ACP-EU Migration Action**

ACP Countries (benefitting of technical assistance from the ACP-EU Migration Action)	Sector(s) of Intervention	Number of Technical Assistance Intervention s conducted	ACP region
Namibia	Visas	1	Southern Africa
Zimbabwe	Remittances	1	Southern Africa
Angola	Trafficking in Human Beings and Smuggling of Migrants	1	Southern Africa
Eswatini	Visas, Trafficking in Human Beings and Smuggling of Migrants	2	Southern Africa
Democratic Republic of Congo	Trafficking in Human Beings and Smuggling of Migrants	1	Southern Africa
Mauritius	Visas	1	Southern Africa
Malawi	Trafficking in Human Beings and Smuggling of Migrants	1	Southern Africa
Benin	Visas, Trafficking in Human Beings and Smuggling of Migrants	2	West and Central Africa
Burkina Faso	Readmission	1	West and Central Africa
Cabo Verde	Readmission, Remittances	2	West and Central Africa
Cameroun	Remittances	1	West and Central Africa
Cote d'Ivoire	Trafficking in Human Beings and Smuggling of Migrants	1	West and Central Africa
Ghana	Remittances, Multi-topic	2	West and Central Africa
Gabon	Trafficking in Human Beings and Smuggling of Migrants	1	West and Central Africa
Guinea Conakry	Trafficking in Human Beings and Smuggling of Migrants	1	West and Central Africa
Liberia	Visas	1	West and Central Africa
Mali	Remittances	1	West and Central Africa
Niger	Visas	1	West and Central Africa
Senegal	Trafficking in Human Beings and Smuggling of Migrants	2	West and Central Africa
Sierra Leone	Remittances	1	West and Central Africa
Togo	Remittances	1	West and Central Africa
Djibouti	Remittances	1	East and Horn of

			Africa
Ethiopia	Remittances	1	East and Horn of Africa
Kenya	Remittances	1	East and Horn of Africa
Somalia	Remittances	1	East and Horn of Africa
Sudan	Visas	1	East and Horn of Africa
Barbados	Visas	1	Caribbean
Dominican Republic	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Grenada	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Guyana	Visas, Remittances (2 interventions)	2	Caribbean
Haiti	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Jamaica	Readmission	1	Caribbean
Saint Kitts and Nevis	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Saint Lucia	Trafficking in Human Beings and Smuggling of Migrants , Readmission	2	Caribbean
Saint Vincent and the Grenadines	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Trinidad and Tobago	Trafficking in Human Beings and Smuggling of Migrants	1	Caribbean
Federated States of Micronesia - Yap	Trafficking in Human Beings and Smuggling of Migrants	1	Pacific
Papua New Guinea	Trafficking in Human Beings and Smuggling of Migrants	1	Pacific
Republic of the Marshall Islands	Visas	1	Pacific
Samoa	Trafficking in Human Beings and Smuggling of Migrants	1	Pacific
Solomon Islands	Trafficking in Human Beings and Smuggling of Migrants	1	Pacific
Tonga	Visas, Remittances	2	Pacific
Tuvalu	Visas	1	Pacific
Vanuatu	Visas, Trafficking in Human Beings and Smuggling of Migrants	2	Pacific
Total of TAs interventions to countries		53	

Regional Organizations (ROs) (benefitting of technical assistance from the ACP-EU Migration Action)	Sector(s) of Interventions	Location of RO Headquarters	Number of Technical Assistance Interventions conducted	ACP region
COMESA	Visas	Lusaka, Zambia	2	Southern Africa
ECCAS	Remittances	Libreville, Gabon	1	West and Central Africa
ECOWAS	Remittances	Abuja, Nigeria	1	West and Central Africa
IGAD	Remittances	Djibouti City, Djibouti	1	East and Horn of Africa
OECS	Remittances	Castries, Saint Lucia	1	Caribbean
MSG	Visas, Remittances	Port Vila, Vanuatu	2	Pacific
PIDC	Trafficking in Human Beings and Smuggling of Migrants	Apia, Samoa	1	Pacific
Total of TAs interventions to ROs			9	

Non State Actors (NSAs) (which received grants from the ACP EU Migration Action)	Sector of Intervention	NSA project site	Project Coverage (National/Regional)
Himilo Relief Development Association (HIRDA)	Remittances	Somalia	National
Centre for Citizens' Participation in the African Union (CCPAU)	Visas	Kenya	National
Initiative Migration et Développement (IMIGRAD)	Remittances	Mali	National
Association TON	Readmission	Burkina Faso	National
CareerAid	Remittances	Zimbabwe	National
Forum for Social Studies (FSS)	Remittances	Ethiopia	National
Sudanese Development Call Organization (NIDAA)	Visas	Sudan	National
Caribbean Confederation of Credit Unions (CCCU)	Remittances	St Kitts	National
The Consultancy Group (TCG)	Remittances	Guyana	National
Save the Children (StC)	Trafficking in Human Beings and Smuggling of Migrants	Dominican Republic	National
Irmãs Missionárias de São Carlos Borromeo Scalabrinianas (IRMAS)	Trafficking in Human Beings and Smuggling of Migrants	Mozambique South Africa	Regional

Samuel Hall	Remittances	Kenya, Somalia	Regional
Groupe de Recherche et de Realisations pour le Developpment Rural (GRDR)	Remittances	Senegal, France, Spain	Regional
PANOS Haiti	Trafficking in Human Beings and Smuggling of Migrants	Haiti	Regional
Save the Children	Trafficking in Human Beings and Smuggling of Migrants	Solomon Islands	Regional
Total of NSAs projects supported			15

Section V – Pro-forma Contract¹

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**, 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

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**”):

¹ [Please note that the terms and conditions are subject to change on the basis of conditions imposed by IOM’s Donor\(s\), some of which may be flown down to the Service Provider.](#)

[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 or when IOM reasonably suspects that the Service Provider is in breach of any of the provisions in the Agreement and/or pending a compliance review by IOM and/or the Donor.

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

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

- (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 prevent 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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

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 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 or suspend 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.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service fee or costs incurred during the period of suspension of this Agreement.

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

For and on behalf of
[Full name of the Service Provider]

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place

DRAFT