**REQUEST FOR PROPOSAL (RFP)**

**INDEPENDENT FINAL EVALUATION OF GOVERNANCE OF LABOUR MIGRATION IN SOUTH AND SOUTH-EAST ASIA (GOALS) PROGRAMME**

RFP Reference No.: RFP LK23-001

Country: Sri Lanka

Issued on: 14-Jul-23

# SECTION 1: LETTER OF INVITATION

International Organization for Migration, Sri Lanka mission., hereinafter referred to as IOM Sri Lanka . hereby invites prospective proposers to submit a proposal in accordance with the General Conditions of Contract and the Terms of Reference as set out in this Request for Proposal (RFP).

To enable you to submit a proposal, please read the following attached documents carefully.

Section 1: This Letter of Invitation

Section 2: Instruction to Proposers

Section 3: Data Sheet

Section 4: Evaluation Criteria

Section 5: Terms of Reference/Statement of Works

Section 6: Conditions of Contract and Contract Forms

Section 7: Proposal Forms

* Form A: Proposal Confirmation
* Form B: Checklist
* Form C: Technical Proposal Submission
* Form D: Proposer Information
* Form E: Joint Venture/Consortium/Association Information
* Form F: Eligibility and Qualification
* Form G: Format for Technical Proposal
* Form H: Format for CV of proposed key personnel
* Form I: Statement of Exclusivity and Availability
* Form J: Financial Proposal Submission
* Form K: Format for Financial Proposal
* Form L: Proposal Security

If you are interested in submitting a proposal in response to this RFP, please prepare your proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of proposals set out in Section 3: Data Sheet.

Please acknowledge receipt of this RFP completing and returning the attached Form A: Proposal Confirmation by email to **iomlkprocurement@iom.int** no later than **20/07/2023**., indicating whether you intend to submit a proposal or otherwise. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your proposal.

Approved by:

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| Name: Sugath Mapa.  Title: Head, Procurement & Logistic Unit  Date: 07-Jul-23 |  |

# SECTION 2: INSTRUCTIONS TO PROPOSERS

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| GENERAL | |
| Scope | Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet.  Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM. |
| Interpretation of the RFP | Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any proposer as a result of this RFP. |
| Supplier Code of Conduct | All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes **principles on labour, human rights, environment and ethical conduct** may be found at: <https://www.ungm.org/Public/CodeOfConduct>. |
| Eligible proposers | Proposers shall have the legal capacity to enter into a binding contract with IOM Sri Lanka  A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.  All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM Sri Lanka & Evaluation Management Group. to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process.  Proposers shall not be eligible to submit a proposal if at the time of proposal submission:   * is included in the Ineligibility List, hosted by [UNGM](https://www.ungm.org/), that aggregates information disclosed by Agencies, Funds or Programs of the UN System; * is included in the [Consolidated United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list), including the [UN Security Council Resolution 1267/1989 list;](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list) * is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](https://www.worldbank.org/en/about/corporate-procurement/business-opportunities/non-responsible-vendors) and [World Bank Listing of Ineligible Firms and Individuals](http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984). * Other sanctions lists, if applicable, as per the discretion of the IOM. |
| Proprietary information | The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm. |
| Publicity | During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP. |
| SOLICITATION DOCUMENTS | |
| Clarification of solicitation documents | Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.  IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.  IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary. |
| Amendment of solicitation documents | At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers.  If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal. |
| PREPARATION OF PROPOSALS | |
| Cost of preparation of proposal | The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| Language | The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet. |
| Documents establishing eligibility and qualifications of the proposer | The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM’s satisfaction. |
| Technical proposal format and content | The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.  The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive. |
| Financial proposal | The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.  Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price.  Prices and other financial information must not be disclosed in any other place except in the financial proposal. |
| Currencies | All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals:   * IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. * In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM’s preference, using the conversion method specified above. |
| Duties and taxes | The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet |
| Proposal validity period | Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive.  During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price.  In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal.  If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in compliance with Article 17 (Proposal security) in all respects.  The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated. |
| Proposal security (Not Applicable for this RFP) | Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal.  The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected.  If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.  In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.  Unsuccessful proposers’ proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by Click or tap here to enter text. pursuant to Article 16 (Proposal Validity Period).  The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions:   * If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; * In the event the successful Proposer fails:   + to sign the contract after IOM. has issued an award; or   + to furnish the performance security, insurances, or other documents that IOM. may require as a condition precedent to the effectivity of the contract that may be awarded to the proposer. |
| Joint Venture, Consortium or Association | If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that:   * they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and * if they are awarded the contract, the contract shall be entered into by and between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture.   After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM.  If a JV, Consortium or Association’s proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.  The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal.  The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM..  A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:   * Those that were undertaken together by the JV, Consortium or Association; and * Those that were undertaken by the individual entities of the JV, Consortium or Association.   Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.  JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| Only one proposal | The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture.  Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:   * they have at least one controlling partner, director, or shareholder in common; or * any one of them receive or have received any direct or indirect subsidy from the other/s; or * they have the same legal representative for purposes of this RFP; or * they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process; * they are subcontractors to each other’s proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal. |
| Alternative proposals | Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal.  If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”. If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected. |
| Pre-proposal conference | When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP.  If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer.  IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals).  The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM Sri Lanka in writing.  Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the proposer’s conference or issued/posted as an amendment to RFP. |
| Site inspection (Not applicable for this proposal) | When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.  If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP.  If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer.  Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection.  Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing Click or tap here to enter text. in respect of any liability that may arise from:   * 1. loss of or damage to any real or personal property;   2. personal injury, disease or illness to, or death of, any person;   3. financial loss or expense, arising out of the carrying out of that site inspection; and   4. transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties.   IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents).  A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing. |
| Errors or omissions | Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.  Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. |
| Proposers responsibility to inform themselves | Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:   * examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; * review the RFP to ensure that they have a complete copy of all documents; * obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; * verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with IOM Sri Lanka & Evaluation Management Group., its employees or agents; * attend any pre-proposal conference if it is mandatory under this RFP; * fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and * form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal.   Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers. |
| No material change(s) in circumstances | The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:   * a change affecting any declaration, accreditation, license or approval; * major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; * a change to any information on which IOM may rely in assessing proposals. |
| SUBMISSION AND OPENING OF PROPOSALS | |
| Instruction for proposal submission | The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet.  The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal.  Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract. |
| Deadline for proposal submission | Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to <http://www.timeanddate.com/worldclock/>. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM.  IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended. |
| Withdrawal, substitution and modification of proposals | A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as “WITHDRAWAL”, “SUBSTITUTION” OR “MODIFICATION”.  However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended.  Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM’s cost. |
| Storage of proposals | Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the proposal opening date stated in Section 3: Data Sheet. No responsibility shall be attached to IOM for prematurely opening an improperly addressed and/or identified proposal. |
| Proposal opening | Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process.  There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet.  The proposers’ names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening report will not be provided to proposers.  Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers’ names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report.  No proposal shall be rejected during proposal opening, except for late proposals. |
| Late proposals | Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents.  In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure. |
| EVALUATION OF PROPOSALS | |
| Confidentiality | Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award.  Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM’s decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM’s vendor sanctions procedures. |
| Evaluation of proposals | IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.  IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.  Evaluation of proposals shall be undertaken in the following steps:   * 1. Preliminary examination   2. Evaluation of minimum eligibility and qualification (if pre-qualification is not done)   3. Evaluation of technical proposals   4. Evaluation of financial proposals. |
| Preliminary examination | IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage. |
| Evaluation of eligibility and qualification | The eligibility and qualification of the proposer will be evaluated against the minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers). |
| Evaluation of technical and financial proposals | The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required.  In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.  The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score.  When the Data Sheet specifies a **combined scoring method**, the formula for the rating of the proposals will be as follows:  Rating the Technical Proposal (TP):  **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100  Rating the Financial Proposal (FP):  **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100  Total Combined Score:  **Combined Score =** (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%) |
| Post-qualification | IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:   * 1. Verification of accuracy, correctness and authenticity of information provided by the proposer;   2. Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;   3. Inquiry and reference checking with Government entities with jurisdiction on the proposer, or with previous clients, or any other entity that may have done business with the proposer;   4. Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;   5. Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer;   6. Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract. |
| Clarification of proposals | IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers’ responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions).  IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.  Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals. |
| Responsiveness of proposal | IOM’s determination of a proposal’s responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:   1. affects in any substantial way the scope, quality, or performance of the services specified in the contract; or 2. limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or 3. if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals.   If a proposal is not substantially responsive, it shall be rejected by IOM. and may not subsequently be made responsive by the proposer by correction of the material deviation, reservation, or omission. |
| Nonconformities, reparable errors and omission | Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers.  Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal.  For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:   1. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IOM there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected; 2. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and 3. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.   If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited. |
| Right to accept any proposal and to reject any or all proposals | IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.’s action. IOM shall not be obliged to award the contract to the lowest-priced offer. |
| AWARD OF CONTRACT | |
| Award criteria | Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet. |
| Right to vary requirement at time of award | At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document. |
| Notification of award | Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract. |
| Debriefing | In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer’s submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer’s submission shall not be discussed. |
| Performance security | The successful Proposer, if so specified in Section 3: Data Sheetshall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from IOM. Banks issuing performance securities must be acceptable to the IOM comptroller, i.e. banks certified by the central bank of the country to operate as a commercial bank. IOM shall promptly discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).  Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer. |
| Bank guarantee for advance payment | Except when the interests of IOM so require, it is IOM’s standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank. |
| Liquidated Damages | If specified in Section 3: Data Sheet, Service contract shall apply Liquidated Damages for the damages and/or risks caused to IOM Sri Lanka resulting from the Contractor’s delays or breach of its obligations as per the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to any current contract or purchase order. |
| Proposal protest | Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to [mscu@iom.int](mailto:mscu@iom.int) |

# SECTION 3: DATA SHEET

The following specific data shall complement, supplement or amend the provisions in Section 2: Instructions to Proposers. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposers.

|  |  |  |
| --- | --- | --- |
| **Ref. Article in Section 2** |  | **Specific Instructions / Requirements** |
| 1. | Scope | The reference number of this Request for Proposal (RFP) is LK23-001.  The services include the supply of an **Independent Final Evaluation of Governance of Labour Migration In South And South-East Asia (Goals) Programme** in South & Southeast Asia. as further described in Section 5 of this RFP. |
| 4. | Eligible proposers | Bidders from all countries are elegible to bid. |
| 7. | Clarification of solicitation documents | Contact details for clarification of solicitation documents:  Focal Person: Sugath Mapa  Address: No.80A, Level 09, IBSL Building, Elvitigala Mawatha Colombo 08, Sri Lanka. Click or tap here to enter text.  E-mail address: iomlkprocurement@iom.int  **ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26).** |
| Deadline for submitting requests for clarifications / questions:  25-Jul-23. Click or tap here to enter text. |
| Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:  Direct communication to prospective proposers by email. |
| 10. | Language | All proposals, information, documents and correspondence exchanged between International Organization for Migration and the proposers in relation to this solicitation process shall be in English |
|  | Partial proposals | Submitting proposals for parts or sub-parts of the TOR is:  Not allowed |
| 14. | Currencies | Prices shall be quoted in United States Dollars. |
| 15. | Duties and taxes | All prices shall:  Be exclusive of VAT and other applicable indirect taxes. |
| 16. | Proposal validity period | 90 days |
| 17. | Proposal security | Not Required |
| 20. | Alternative proposals | Shall not be considered.. |
| 21. | Pre-proposal conference | Will be conducted  Time and time zone: Indian Standard Time 10:30 A.M  Date : 18-Jul-23  Venue : Virtual  The focal point for the arrangement is:  Name: **Lohitha Karunasekera**Telephone: C +94 11 211 2600  Ext. 656  E-mail: [lkarunaseker@iom.int](mailto:lkarunaseker@iom.int)  The pre-proposal conference is:  ☐ not mandatory  Minutes of the pre-proposal conference will be disseminated by  Direct communication to prospective proposers by email.. |
|  |  |  |
| 22. | Site inspection | A site inspection will not be held. |
| 26. | Instructions for proposal submission | Allowable manner of submitting proposals:  ☐Email  Please submit password protected proposals (technical & Financial) to iomlkprocurement.lk e-mail address. Your passwords to respective technical & financial proposals should be send to the same address : iomlkprocurement@iom.int The passwords to the technical and financial proposals should be submitted the day after the last date for submission of the proposal. (07 August 2023)  If the capacity of the attachments exceeds 6MB, you can share the required documents through Microsoft OneDrive file sharing platform or any other online file sharing platform.  **SUBMISSION BY EMAIL:**  The Technical Proposal shall be sent in a separate email with the mandatory subject line: GOALS Final Evaluation: Technical Proposal.  The Financial Proposal shall be sent in a separate email with the mandatory subject line: GOALS Final Evaluation: Financial Proposal.  **Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received.**  Proposal submission address: iomlkprocurement.lk **PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).**   * File Format: pdf * File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. * All files must be free of viruses and not corrupted*.* * Max. File Size per transmission: 6MB * Mandatory subject of email:  **Independent Final Evaluation of Governance of Labour Migration in South And South-East Asia (Goals) Programme**. * If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. * Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y. * It is recommended that the entire Proposal be consolidated into as few attachments as possible. * The proposer should receive an email acknowledging email receipt. |
| 27. | Deadline for proposal submission | Date: 06-Aug-23  Time: 23:59 Indian Standard Time  Time zone: +5:30 GMT. |
| 30. | Proposal Opening | ☐ Public proposal opening will not be held |
| 36. | Evaluation of technical and financial proposals | Evaluation will be based on:  ☐ Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal  The maximum number of technical points is detailed in Section 4: Evaluation Criteria  To be substantially compliant, Proposers must obtain a minimum threshold of Click or tap here to enter70 text.% of maximum points. |
| 43. | Right to vary requirement at time of award | The maximum percentage by which quantities may be increased is10%  The maximum percentage by which quantities may be decreased is 10% |
|  | Contract award to one or more proposer | IOM will award a contract to:  One Bidder Only |
|  | Type of contract to be awarded | Service Agreement  See Section 6: for sample contract. |
|  | Expected date for commencement of contract | 01-Sep-23 |
|  | Conditions of contract to apply | General Conditions of Service Contract  See Section 6. |
| 47. | Performance Security | Not required |
| 48. | Advance payment | Not allowed  If allowed, Bank Guarantee Choose an item. |
| 49. | Liquidated damages | Will be imposed as follows:  Provide details below if “Will be Imposed” is selected, otherwise delete the below  Percentage of contract price per week of delay: 1% up to a maximum of 10% of the Contract value, after which IOM may terminate the contract. |
|  | Other information related to the RFP | *[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]* |

# SECTION 4: EVALUATION CRITERIA

**Preliminary Examination Criteria**

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

|  |  |
| --- | --- |
| **Criteria** | **Documents to establish compliance** |
| Completeness of the Proposal | All documents requested in Section 2: Instruction to Proposers have been provided and are complete. |
| Proposer accepts IOM General Conditions of Contract as specified in Section 6. | Form C: Technical Proposal Submission |
| Proposal Validity | Form C |
| Proposal Security with a compliant validity period | Form L |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

**Minimum Eligibility and Qualification Criteria**

Minimum eligibility and qualification criteria will be evaluated on a Pass/Fail basis.

If the Proposal is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

|  |  |
| --- | --- |
| **Eligibility Criteria** | **Documents to establish compliance** |
| Proposer is a legally registered entity | Form D: Proposer Information |
| Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other. | Form D: Proposer Information |
| Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| No conflicts of interest in accordance with Section 2 Article 4. | Form C: Technical Proposal Submission |
| The Proposer has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future | Form C: Technical Proposal Submission |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Qualification Criteria** | **Documents to establish compliance** |
| History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years. | Form F: Eligibility and Qualification |
| Litigation History: No consistent history of court/arbitral award decisions against the Proposer for the last 3 years. | Form F: Eligibility and Qualification |
| Previous Experience: |  |
| Minimum 10 years of relevant experience. | Form F: Eligibility and Qualification |
| Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Form F: Eligibility and Qualification |
| Financial Standing: |  |
| Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years | Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification |
| Turnover: Proposers should have annual sales turnover of minimum 300,000 USD for the last three years.  *(For JV/Consortium/Association, all Parties cumulatively should meet requirement).* | Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

**Technical Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **Summary of technical proposal evaluation sections** | | **Points obtainable** |
| 1. | Proposer’s qualification, capacity and experience | 200 |
| 2. | Proposed methodology, approach and implementation plan | 400 |
| 3. | Management structure and key personnel | 400 |
|  | **Total** | **1000** |

|  |  |  |
| --- | --- | --- |
| **Section 1. Proposer’s qualification, capacity and experience** | | **Points**  **obtainable** |
| 1.1 | Reputation of organisation and staff credibility / reliability / industry standing | 30 |
| 1.2 | General organisational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted. | 50 |
| 1.3 | Relevance of specialised knowledge and experience on similar engagements done in the region / country | 80 |
| 1.4 | Quality assurance procedures and risk mitigation measures | 40 |
|  |  |  |
| **Total Section 1** | | **200** |

|  |  |  |
| --- | --- | --- |
| **Section 2. Proposed methodology approach and implementation plan** | | **Points**  **obtainable** |
| 2.1 | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 80 |
| 2.2 | Description of the Proposer’s approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 100 |
| 2.3 | Details on how the different service elements shall be organised, controlled and delivered | 50 |
| 2.4 | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement | 50 |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 70 |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract | 50 |
| **Total Section 2** | | **400** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 3. Management Structure and Key Personnel** | |  | **Points**  **obtainable** |
| 3.1 | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? |  | 100 |
| 3.2 | Qualifications of key personnel proposed |  |  |
| 3.2 a | Team Leader |  | 140 |
|  | * General experience | 20 |  |
|  | * Specific experience relevant to the assignment | 70 |  |
|  | * Regional / international experience | 40 |  |
|  | * Language qualifications | 10 |  |
| 3.2 b | Senior Expert |  | 100 |
|  | * General experience | 20 |  |
|  | * Specific experience relevant to the assignment | 40 |  |
|  | * Regional / international experience | 30 |  |
|  | * Language qualifications | 10 |  |
| 3.2 c | Junior Expert |  | 60 |
|  | * General experience | 15 |  |
|  | * Specific experience relevant to the assignment | 20 |  |
|  | * Regional / international experience | 15 |  |
|  | * Language qualifications | 10 |  |
| **Total Section 3** | |  | **400** |

# SECTION 5: TERMS OF REFERENCE

**Terms of Reference**

**INDEPENDENT FINAL EVALUATION OF GOVERNANCE OF LABOUR MIGRATION IN SOUTH AND SOUTH-EAST ASIA (GOALS) PROGRAMME**

**1. Introduction**

Governance of Labour Migration in South and South-East Asia (GOALS) programme is a joint regional UN programme on labour migration, which started implementation in August 2020 and is scheduled to end in January 2024. This innovative joint UN programme is implemented by the IOM, ILO, and UN Women with a total budget of about USD 5.16 million, supported by the Swiss Agency for Development and Cooperation (SDC). The Mid-term evaluation of the GOALS programme was conducted between February and July 2022. It highlighted the impact of the COVID-19 pandemic as one of the key reasons which had caused delays in implementation. With the easing of the COVID-19 restrictions in 2022 the programme accelerated its implementation of delayed interventions.

The programme was 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 have 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 programme.

The national implementation of GOALS interventions is focused on South Asia, while technical support through Thematic Area Working Groups (TAWGs) covers all CP member states and also delivers technical assistance and support with the overall objective of contributing to the socioeconomic recovery post COVID-19 in selected South Asian Colombo Process Member States.[[1]](#footnote-2) This is intended to improve policies and practices related to labour migration, as well as achieving the Sustainable Development Goals, especially Goal 10.7, and the commitments of the Global Compact for Safe, Orderly and Regular Migration (GCM). The GOALS programme is well placed to ensure strong collaboration for better regional cooperation, as well as to recognize the issues of fair recruitment, skills development and reintegration.

For effective implementation of the programme, synergies have been planned between previous and ongoing national and regional level projects including that of SDC, IOM, ILO and UN Women and GOALS programme. The GOALS programme engages with non-State stakeholders, including but not limited to constituents and stakeholders of the PUNOs during its implementation.

AS per the Project Document, the UN Evaluation Group (UNEG) guidelines for joint evaluations[[2]](#footnote-3), ILO’s Policy guidelines for results-based evaluation[[3]](#footnote-4), UN Women’s Evaluation policy[[4]](#footnote-5) and IOM’s Monitoring and Evaluation Guidelines[[5]](#footnote-6) will provide the framework for carrying out the final evaluation. (The same set of guidelines was used for the Programme’s independent mid-term evaluation). These PUNOS guidelines adhere to the norms and standards of evaluation adopted by the United Nations Evaluation Group and the OECD/DAC Evaluation Quality Standards.

The evaluation will systematically assess the performance of the programme against a set of key criteria and derived questions, document lessons learned and good practices and make recommendations for improved results or the development of future interventions. To ensure that the evaluation addresses the information needs of all parties, the Evaluation Managers will work closely with the Evaluation Management Group (EMG) and Technical Committee of GOALS programme in reviewing and endorsing the Terms of Reference, qualifications of the independent consultants, inception report, evaluation report and schedule of meetings. IOM Regional Evaluation Officer will be the evaluation manager and IOM will issue the contract for the evaluation team.

The Final Evaluation report will be submitted to IOM Evaluation manager who will then share with ILO, UN Women, and IOM project teams, SDC as well as programme partners. The report will be made publicly available on the respective websites of each PUNO. A management response to the recommendations of the final evaluation will be developed by the GOALS programme team and will be shared with the Project Steering Committee (PSC), SDC, IOM, ILO and UN Women, clearly stating the follow-up actions to be taken.

**2. Programme Background**

Migration today is often linked directly or indirectly to the search for employment opportunities, to improve livelihood options and development outcomes for individual workers and their families. Labour migration, therefore, has the potential to deliver a triple win. For countries of destination, it contributes to economic growth through the provision of labour, skills and ideas. For countries of origin, the movement of women and men across borders reduces under-employment pressures and increases remittances. For migrant workers, especially women, it gives the opportunity to earn higher incomes to improve their lives and that of their families and develop new skills, and thus greater independence and agency.

Despite the extensive benefits of labour migration stemming from the enjoyment of people’s fundamental rights to movement, occupation, and work, extensive efforts are needed to improve governance of labour migration. The gaps and issues surrounding labour migration stem from ineffective labour migration governance frameworks that are not rights-based, gender-responsive, properly resourced or implemented. Services for protection and empowerment of women and men migrant workers are insufficient at all stages of labour migration including pre-decision, pre-departure, transit, post-arrival, during employment, and on return and reintegration. As a result, women and men migrant workers face debilitating breaches of their rights and protection. All these issues stem from the need for good governance in the labour migration process linking to sound policies, laws and regulations, processes and initiatives, and especially to partnerships and collaborations for positive change. This includes better understanding and responding to the needs and experiences of women migrant workers and ensuring their voices are reflected in labour migration policies and governance.

Labour migration from South and South-East Asia occurs primarily under temporary migration regimes particularly for low-and semi-skilled workers. Poorly governed labour migration in the corridors between South and South-East Asia and the Middle East reduce opportunities for decent work and increase the risk of labour exploitation of migrant workers. For low-wage workers, these risks include being trapped into jobs with poor wages and working conditions, often in the informal economy; exposure to violations of labour and other human rights; dangerous workplaces and occupational safety and health hazards; forced labour; debt bondage; trafficking in persons; and other decent work deficits. Exploitative recruitment practices, at the very start of the migration process in countries of origin in South Asia, add to the challenges through exorbitant recruitment fees and other costs charged to migrant workers. Women migrant workers can experience more situations of vulnerability to multiple forms of discrimination and violence, including sexual and gender-based violence and harassment at work, in the host communities and in private space. The mismatch of skills to the jobs available in destination countries in the Arab states; separation of families; and absence of social protection also contribute to the social and economic costs of migration. It also exacerbates complex governance challenges for countries of origin and destination in this corridor – such governance challenges include low capacity of relevant authorities and policy makers, lack of resources, and lack of coordination within and between countries.

Given the above, GOALS is committed to advancing gender equality and empowerment of women through its design, management, and in implementation. To realize this objective, the programme has integrated a gender equality perspective in every aspect of the programme -from management, implementation to communications. Some key actions taken include balancing gender representation in the programme visibility materials such as the presentation during the launch, incorporating gender perspectives in the setup of programme coordination and communication plans, and enhancing involvement of both men and women in programme activities.

**Objectives and strategic approach:** The programme seeks to contribute to the following overall and inter-linked outcomes.

The overall goal of the programme is that labour migration is safe, orderly and regular for all women and men from the Colombo Process Member States through strengthened collaboration and effective labour migration governance.

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

**Outcome 1:** The Colombo Process Member States develop and progress actionable commitments for strengthened labour migration governance and policy coherence through multilateral dialogue.

• Develop capacity of policy makers and Non-sate actors and support participatory and technically informed multi-lateral dialogue

• Build multilateral consensus on priorities and support identification of actionable commitments

**Outcome 2:** 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.

• Develop labour migration governance models at the regional level that are evidence-based, rights-based, and gender responsive

• Develop capacity to adapt models for labour migration governance at the national level that is rights-based and gender-responsive

**Outcome 3:** The evidence base on labour migration is strengthened to inform knowledge, dialogue, policy making and action.

• Increase evidence base and develop the capacity for reliable data collection and analysis at the national level

• Share knowledge and develop capacity to use evidence to inform policy dialogue

***Figure 1: Theory of Change***

WHERE Colombo Process Member States develop and progress actionable

commitments for strengthened labour migration governance and policy coherence.

through multilateral dialogue

AND 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

THEN, labour migration is safe, orderly and regular for all women and men from the

Colombo Process Member States.

BECAUSE, strengthening technical capacity within the Colombo Process mechanism,

increases multilateral consensus on the content and application, of evidence based

models, that improve rights based and gender responsive labour migration governance

at the national level; in turn reducing unsafe, irregular and exploitative migration for

women.

A document covering the three outcomes of the programme detailing the results chains for each outcome will also be provided to the evaluator.

**Coherence with global frameworks and international normative frameworks**

***The Colombo Process and the Technical Area Working Groups***

The GOALS programme was established within the context of Colombo Process (CP), which is a regional consultative process of 12 Asian countries[[6]](#footnote-7) that focuses on protection of and provision of services to migrant workers and optimizing benefits of organized labour migration for both sending and receiving countries along with the migrants and their families. The CP was established in 2003 in Colombo, Sri Lanka It. 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 concerns relating to the management of overseas employment and contractual labour.

The Colombo Process has evolved around the 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 (LMA). Colombo Process Member States have established Working Groups on these thematic areas each of which is chaired by a Member State. The LMA TAWG is currently inactive.

***International Labour Standards***

The ILO Private Employment Agencies Convention, 1997 (No. 181), and accompanying Recommendation (No. 188) are the current international standards applicable to private employment agencies. Convention No. 181 establishes the principle that workers shall not be charged “directly or indirectly, in whole or in part, any fees or costs” (Article 7). It also requires ILO Members to provide adequate protection for, and prevent abuses of, migrant workers recruited or placed in its territory by private employment agencies, including through conclusion of bilateral agreements. Other ILO sector-specific instruments contain provisions on recruitment across borders, including the Migration for Employment Convention (Revised), 1949 (No. 97), the Domestic Workers Convention, 2011 (No. 189), the Protocol of 2014 to the Forced Labour Convention, 1930 (No. 29), and the 2006 ILO Multilateral Framework on Labour Migration.

GOALS is also informed by and contribute to the relevant objectives and related actions of multilateral global frameworks including the GCM and the SDG targets and indicators that these South Asian Member States have endorsed. For example, the activities on fair recruitment will contribute to the achievement of GCM Objective 6 while also addressing the SDG indicator 10.7.1 on measuring recruitment costs. The activities on skills development and reintegration contribute to achieving GCM Objectives 18 and 21, respectively. The focus on ensuring that migration governance (including bilateral agreements) is rights-based and gender-responsive also responds specifically to the requirements of the GCM under Articles 21 and 23. By taking a gender-responsive and whole-of-society approach to programme design and implementation, the programme also responds to the overarching principles. Outcome 3 of this project also links to Objective 1 and the Capacity Building Mechanism of the GCM. GOALS also contributes in an overarching manner to ensure that the 10 Guiding Principles of the GCM are adhered to while also achieving Objective 23 on “strengthening international cooperation and global partnerships for safe, orderly and regular migration”. It also contributes to achieving SDG Goals 5, 8, and 17.

The importance of gender-responsive governance is also highlighted in the Committee on the Elimination of Discrimination against Women (CEDAW) General Recommendation No. 26. General Recommendation No. 26 provides a framework for developing gender-responsive migration policies to eliminate discrimination in line with State obligations under CEDAW. The Recommendation highlights the formulation of evidence-based, gender-responsive and human rights-based migration policies as a core common responsibility, including through active involvement of women migrant workers and relevant non-governmental organizations (para. 26). Women migrants have specific experiences, needs and barriers throughout the migration process. Globally, evidence shows that policies and programmes for labour migration are limited in their response to these issues. To make migration governance gender-responsive, gender-based barriers must be identified and proactively addressed. Recognizing and responding specifically to women’s needs through migration policies is the most effective way to ensure equitable and positive migration outcomes. By taking a gender-responsive and whole-of-society approach to programme design and implementation, the programme also responds to the overarching principles.

This project also contributes to governments’ positions at global and regional processes including: the High-level Political Forum on Sustainable Development (HLPF), which plays a central role in the follow up and review of the 2030 Agenda; International Migration Review Forum (IMRF); the Regional Migration Review Forum in the Asia-Pacific region in 2020; the Global Forum on Migration and Development; Abu Dhabi Dialogue; and SAARC.

***Synergies with SDC strategies and political frameworks***

The programme is aligned with the overall goal of SDC’s Regional programme namely, ‘Decent Work for Migrant Workers from South Asia’: “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.”

**Stakeholder Engagement**

**Government:** GOALS provides support to the member state policy makers who are directly engaged with the Colombo Process and Thematic Areas Working Groups (TAWGs).

**Private sector:** The programme engages with employers’ federations like the South Asian Forum of Employers (SAFE) at the regional level, national employment federations in the different countries in South Asia, and other private sector actors (including MNEs, individual employers and labour recruiters), as relevant.

**Trade unions, Civil society and workers associations**: GOALS works directly with trade unions and Civil Society Organizations through capacity building work on labour and human rights-based and gender-responsive policy monitoring and strengthening engagement with the Colombo Process and TAWGs.

**Countries of Destination:** The GOALS 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*”. Where possible, GOALS will identify areas to support conversations between countries of destination and origin through existing partnerships and programmes in the country of destination, or through providing other support within the scope of the programme as resources allowed.

**Institutional framework and management arrangements**

This Joint Programme is implemented by a consortium of organizations jointly led by IOM and ILO, as co-conveners, leveraging the strengths and complementarities of both organizations, and ensuring the project is conceived and implemented through a whole-of-government and whole-of-society approach. Both organizations work closely with UN Women, also a participating UN organization in this joint programme, and other relevant stakeholders including social partners such as employers’ organizations and trade unions, and civil society organizations to implement some of the activities. As the Administrative Agent, IOM serves as the administrative interface between the donor, SDC, and the other participating organizations – ILO and UN Women.

IOM provides technical and administrative assistance to the Colombo Process through the continuation of the Colombo Process Technical Support Unit (CPTSU). In an administrative role, the CP-TSU provides technical and coordination support to the CP Member States, facilitates the convening of meetings of the TAWGs, and has developed a communications strategy for the CP, to facilitate dialogue and cooperation on labour migration. The IOM activities have been implemented under the overall supervision of the Chief of Mission for IOM Sri Lanka, with technical support from Senior Specialists in IOM Headquarters and its Regional Office for Asia and the Pacific (ROAP), in consultation with IOM’s Regional Office for Middle East and North Africa (MENA) for activities impacting the Middle East. For the effective implementation of the IOM project activities, IOM has recruited a Project Manager with extensive technical expertise, who is based in the IOM country mission in Sri Lanka.

The ILO activities have been implemented under the overall supervision of the ILO Director for the Decent Work Team in New Delhi and with technical and strategic backstopping from the Regional Labour Migration Specialist in the ILO Decent Work Team in New Delhi. The ILO HQs and ILO’s Regional Office for the Asia Pacific (ROAP) in Bangkok and the Arab States (ROAS) in Beirut also supports with technical inputs and to ensure a strong corridor linkage. For the effective implementation of the ILO project, ILO has recruited a Technical Officer with extensive technical expertise, who is based in the ILO Decent Work Team in New Delhi.

UN Women’s engagement with the programme is under the overall supervision of the UN Women Deputy Regional Director based in UN Women’s Regional Office for Asia and the Pacific (UN Women ROAP) in Bangkok, with technical and strategic backstopping from the ROAP Regional Programme Manager for Women’s Economic Empowerment and Migration and technical staff in UN Women’s regional and national offices across South and South-East Asia. For effective implementation of technical gender support to the programme as well as effective implementation of gender-specific interventions, UN Women has recruited a Programme Specialist with extensive expertise, who is based in the UN Women team in Dhaka, Bangladesh.

To ensure that the programme is run efficiently across the three agencies and offices across the region, the overall responsibility for programme coordination lies with the PUNOs who convene a Project Technical Team meeting of the three agencies once a week. This Project Technical Team discusses the work plans of the programme, shares updates on implementation, and any challenges/issues faced by the programme.

A project steering Committee (PSC) has been established and serves as the overall decision-making body of the Programme. The committee is comprised of senior programme managers of all signatories of the GOALS joint programme, co-chaired by the Co-convening agencies IOM and ILO and SDC. The PSC is chaired on a rotational basis between SDC, IOM and ILO. The PSC also includes relevant IOM and ILO staff, UN Women, and SDC. The Project Manager from IOM and the Technical Officer from ILO act as secretaries to the PSC. The PSC makes decisions on priorities, strategy and implementation of the programme and facilitates collaboration with national authorities and other UN organizations.

The project implements the principle of delivering as One United Nations and in line with its five pillars, to minimize duplication and efficiently advance the goals of sustainable development.

**3. Evaluation Purpose, Objectives, Scope and Users**

**Purpose**: The evaluation is expected to contribute to organizational learning of the PUNOs by identifying lessons learned and emerging good practices,[[7]](#footnote-8) provide a direction into future programming strategy and identify areas of possible future interventions in the labour migration area based on stakeholder feedback.

**Final Evaluation objectives**

• Take stock of the achievements of the current programme and to validate the results achieved in line with the set objectives including assessing the extent to which the midterm evaluation’s recommendations have been addressed.

• Assess the relevance of the GOALS Programme within the Colombo Process member states (CPMS), Participating UN organizations (PUNOs), Swiss Development Cooperation (SDC) and other stakeholders.

• Assess the coherence of the GOALS with respect to the UN system efforts and joint approach with other key partners and stakeholders.

• Assess strategies and implementation approaches adopted by GOALS for policy support and programme implementation and propose specific measures to be taken by the PUNOs to enhance continuity, replicability and sustainability of the interventions.

• Review the efficiency of the management arrangement, coordination structures and processes established to implement the programme; to determine the extent to which the Programme has been cost-effective and was implemented in the most efficient manner including the role of the management and coordination mechanisms in supporting and guiding the programme management team (The Mid-term evaluation covered these aspects, and this assessment can further assess and verify the earlier findings)

• Assess the mitigation strategies adopted by the GOALS technical team on externalities like the impact of COVID-19 pandemic, country and institutional dynamics and other external influences like the effect of political context on the relevance, effectiveness, and efficiency of GOALS programme.

• Assess the extent to which the GOALS implemented a human rights and gender responsive approach in the design and implementation and its outcomes.

* Identify lessons learned and propose recommendations for future programming; including identification of what needs to change to suit the context that may have evolved; and provide a direction on future programming strategies and areas of possible future interventions in the labour migration area with a special focus on women migrants.

**Scope**: The final evaluation will assess all aspects of the programme based on standard evaluation criteria under UNEG guidelines and will cover activities of the GOALS programme from its inception in August 2020 to October 2023. The evaluation will broadly focus on 5 countries where national implementation of GOALs project is taking place, that is, Bangladesh, India, Nepal, Pakistan, India and Sri Lanka, but the final decision will be made in discussion with the evaluator during the inception phase. However, the evaluation will also include all other members of Colombo Process Member States with a focus on work related to TAWGs (Programme Outcome area One) including countries where national level programming has not taken place but where regional level interventions like regional frameworks and standards are covered.

The evaluation will address all cross-cutting issues: COVID19 responsiveness, gender equality, human rights, disability inclusion and non-discrimination, and social transformation. In terms of this evaluation, this implies involving both men and women, families left behind and other vulnerable groups. Moreover, the evaluators should review data and information that are disaggregated by sex at a minimum and assess the relevance and effectiveness of gender-related strategies and outcomes to improve lives of women and men. All this information should be included in the inception report and final evaluation report. The programmes have specific interventions in the areas of re-integration, qualifications and skills recognition, fair and ethical recruitment, capacity building of stakeholders (focusing on non-state stakeholders) and data/information generation for evidence-based decision making.

**Users of the final evaluation findings** will be the management team of the GOALS programme, the programme’s donor (SDC), IOM, ILO, and UN Women evaluation units at headquarters, and the IOM, ILO, UN Women regional and field offices and the Colombo Process member state’s focal points. Secondary parties making use of the results will include tripartite constituents (governments, employers’, and workers’ organizations), civil society organizations and academia who have partnered with the programme, as well as other agencies working on labour migration at national and regional levels.

**4. Evaluation Criteria and Questions**

Based on UNEG, IOM, ILO, UN Women evaluation guidelines and standards, (These guidelines adhere to of the OECD-DAC Evaluation Quality Standards) the OECD/DAC criteria in Table 1 will be applied to assess the relevance of the programme to target group needs, the coherence of the programme design, the programme’s efficiency and effectiveness, the potential impact of the results and the potential for sustainability. For each criterion, two or three specific evaluation questions are suggested. The questions seek to address priority issues and concerns of the national constituents and other stakeholders, in consultation with the Evaluation stakeholders. The evaluation team is expected to refine the below key questions and elaborate sub-questions and means for answering them in an evaluation matrix.

This evaluation will explicitly apply key principles for human rights and gender-responsive evaluation[[8]](#footnote-9). This ensures that the process of the evaluation is as important as the focus of the evaluation.

**Table 1. Evaluation Criteria and Key Questions**

Table 1. Evaluation Criteria and Key Questions

|  |  |
| --- | --- |
| **Assessment Criteria** | **Questions to be addressed** |
| **Relevance** | To what extent are the objectives of GOALS consistent with beneficiary needs, country priorities of the CPMS, at the regional level, global priorities, international normative frameworks, and partners’, PUNOS and donor policies/strategies etc., especially with regards to migrants’ rights and gender equality?  How relevant is the outcome of GOALS to future needs of GOALS stakeholders.  To what extent has GOALS responded and adapted appropriately and according to the  priorities and needs of stakeholders within the shifting and dynamic context at regional and country levels, including the situation in COVID-19 pandemic?  To what extent did the project make adjustments in line with mid-term review results |
| Coherence &  Validity of  Design | To what extent is GOALS being implemented in a manner that maximizes coherence of the UN system and state priorities?  To what extent are the expected “interlinkages” of the outcomes (specific objectives)  sufficiently defined and implemented coherently?  To what extent is the overall programme approach strategic and making use of the IOM, ILO and UN Women’s comparative advantages to achieve the outcomes?  Is the overall programme approach and priorities identified still valid for the next 2-3 years? |
| Effectiveness | To what extent have GOALS made progress towards the 3 outcomes?  To what extent were expected outcomes achieved and how did programme outputs contribute to these'?  .  The what extent have foundations for regional level dialogue and knowledge sharing of development impacts and responses to COVID-19 and other emergencies have been laid to date.  What were the factors of success?? What were  the challenges?  To what extent have the Thematic area TAWGs been effective in policy making/translating policy to action at national level, considering the context in which it operated?  What lessons have been learned so far and good practices that should be replicated in future interventions? |
| Human Rights  and Gender  Equality | To what extent has the programme identified, reached and responded to the priorities and needs of the most excluded groups ((including persons with disabilities) of women migrant workers?  To what extent will the programmes interventions contribute to transformative change through addressing the structural barriers and exclusionary norms and harmful practices?  To what extent has the programme applied a rights-based approach in its implementation (inclusive, participatory, transparent, etc.)?  To what extent have women’s voices and agency been promoted through the programme? |
| Efficiency | How has the programme applied value-for-money in its design and implementation?  How economically and timely are GOALS resource/inputs (e.g., financial, human, institutional, technical, etc.) converted to results?  Did the project management capacities and structure (including the operational/implementation arrangements) facilitate good results and efficient delivery?  Has there been a clear understanding of roles and responsibilities by all parties involved?  How effective is communication between the programme team, the IOM, ILO, UN Women and the national implementing partners as well as with SDC?  How effectively does the programme management team employ a results-based monitoring approach? |
| Potential  impact | Has the intervention caused a significant change in the lives of the intended beneficiaries?  Is the intervention transformative – does it create enduring changes in norms – including gender norms – and systems, whether intended or not?  Any unintended results/lessons learnt? |
| Sustainability | To what extent is GOALS’ strategies for outcomes’ sustainability orientated to impact and making direction towards achieving the sustainability of results from an institutional, policy and financial perspective.  -Are some of the platforms/fora or mechanisms created by GOALS sustainable?  -Are some of the regional frameworks developed by GOALS sustainable? |

**Crosscutting Issues**

The evaluation will address all crosscutting issues–COVID-19 responsiveness, gender equality, disability inclusion and non-discrimination, and social transformation. In terms of this evaluation, this implies involving both men and women, families left behind and other segments of beneficiary groups as relevant by country in the consultation, evaluation analysis and evaluation team. Moreover, the evaluators should review data and information that are disaggregated by sex at a minimum and assess the relevance and effectiveness of gender-related strategies and outcomes to improve lives of women and men. All this information should be included in the inception report, draft and final evaluation report.

**5. Evaluation Approach and Methodology**

The evaluation will use a mix of evaluation approaches and methods, and ensure triangulation of information using available information like current results achieved, annual reports of GOALS programme, research studies, currently available data sources etc. The following approaches are proposed to be agreed with and further elaborated by the evaluator. It will, in part, use a theory-based and gender responsive approach to assessing progress towards the specific objectives. It will use a Results-based approach to examine the project’s achievements. It will use a case study approach to examine the countries or modalities (i.e., capacity development) under review. It will, in part, use a mixed methods approach (e.g., document analysis, interviews, direct observation and surveys) to ensure the validity and reliability of the findings. It will also use a participatory approach in that, to the extent possible, the evaluation will involve key stakeholders such as rights holders, civil society, government, ILO Tripartite Constituents, personnel and strategic partners.

**Evaluation Methodology**

It is anticipated that, because of the range of stakeholders scattered across south and southeast Asia, face-to-face data collection may not be possible and virtual consultations are recommended wherever possible, unless there is a critical need to conduct face to face consultations. The methodology will be elaborated during the inception phase due to available time and resource limitations in conducting the evaluation. The evaluator may use the remote data collection methods described in ILO and IOM publications where applicable. Some of the approaches for remote data collection applied during COVID -19 are applicable even now to ensure high quality and credible data.

**Stakeholder participation**

Human rights-based approach and Gender-responsive evaluation places people at the center of the process. It is important to engage with key partners from the planning stage through to the use of evaluation. Evaluation stakeholders will be identified based on their role in the GOALS Programme and the stakeholder list for interviews will only be finalized at the beginning of the evaluation. Stakeholders are not only key informants, but they need to be meaningfully engaged in the process to be able to express their beliefs on an equal footing. These fundamental power dynamics amongst stakeholders must be recognized in the process and ways for engaging meaningful stakeholder participation should be proposed by the evaluation team. The evaluation proposal should propose ways in which various stakeholders will be engaged, ensuring that representatives of the most marginalized or groups in vulnerable situations are able to participate throughout the evaluation process. Arrangements will be made to consult vulnerable groups while maintaining the required protocols.

**6. Expected Deliverables**

The deliverables from the evaluation will include:

* **Inception presentation**: this presentation will be made to the Evaluation Management group (EMG) and the Evaluation Reference Group (ERG) to outline key aspects of the inception report. Feedback from the EMG and ERG will be integrated into the inception report.
* **Inception report**: This document constitutes the operational plan of the evaluation and should be aligned with the ToR. The purpose of the inception report is to ensure that a common understanding and agreement on the evaluation approach is reached. The report will include the detailed methodology, evaluation matrix, data collection tools and evaluation workplan.
* **Preliminary findings**: this is an interim product that presents the preliminary findings and areas for recommendations on the way forward to the EMG and the ERG[[9]](#footnote-10) for consultation to identify: major gaps, factual errors and errors of interpretation. Feedback received during the presentation will feed into the draft report.
* **Draft evaluation report:** the evaluation team should submit a complete and readable draft report to the evaluation manager. The draft report should reflect the evaluative reasoning and critical thinking that were used to draw evaluation findings, conclusions, lessons learned and recommendations following the evidence. The evaluation manager, with the support of the EMG members, is responsible for checking the quality of the draft report in terms of adequacy and readability. The evaluation manager circulates the report among stakeholders.
* A workshop to present the findings to all key stakeholders.
* **Final evaluation report**: the evaluation manager compiles the comments received and forwards them in a tracking tool for transparency to the evaluator. The evaluator will transparently respond to the feedback in the tracking tool and incorporate feedback as appropriate and submit the final report to the evaluation manager. In general, at least 2 or 3 rounds of revisions should be expected, but the report will not be accepted as final until it meets the quality standards and is approved by the Evaluation Management Group and by IOM Evaluation Unit. Guidance on evaluation reports format and specific editing and branding guidelines of the organizations will be followed.

The evaluation team will consolidate information from the desk review, primary and secondary data collection into a report that will answer the questions set out in the previous section. The length of the report will not exceed 45 pages (excluding annexes).

The Draft and the Final evaluation reports should include specific and detailed recommendations solidly based on the evaluator’s analysis and, if appropriate, addressed specifically to the organization/institution responsible for implementing it. The report should also include a specific section on lessons learned and good practices that could be replicated or should be avoided in the future.

Ownership of data from the evaluation rests exclusively with the IOM, ILO, and UN Women. All raw data[[10]](#footnote-11) files, consent forms and relevant documentation must be returned to IOM, ILO and UN Women before release of final payment. The copyright of the evaluation report will rest exclusively with the IOM, ILO, and UN Women. Use of the data for publication and other presentations can only be made with the written agreement of the IOM, ILO, and UN Women. All deliverables will be paid for on satisfactory completion and certification by the EMG led by IOM evaluation manager and in line with the ILO Evaluation report checklist, UN Women Global Evaluation Reports Assessment and Analysis System (GERAAS) and IOM Monitoring and Evaluation Guidelines.

**7. Evaluation Workplan**

It is estimated that the scope of effort required by the evaluation will be approximately 65-70 days. Data collection is expected to begin on 07 September 2023. Given that a separate assessment of the TAWGs are taking place (independent of this evaluation) with the findings expected to be available by September 2023, there is a possibility that the consultation times with the CPMS (which is expected to be the most time consuming exercise in terms of consulting respondents to which significant time has been allocated) may be reduced and can be taken into consideration when the consultants propose their work plan for the data collection period. The successful evaluation consultants will be remunerated on an output- based total fees.

|  |  |  |
| --- | --- | --- |
| *Evaluation process Tasks* | *Responsible person(s)* | *Time Frame* |
| Call for proposals and selection of evaluator | Evaluation Manager (EM) and EMG | By August 15, 2023 |
| Briefing evaluation team and inception report finalization | EM and Evaluator | By 7 September 2023 |
| Data collection | Evaluator | Sep 7 – November 15 2023 |
| Consultant present preliminary findings (last week of November) | Evaluator | By November 30, 2023 |
| The consultant submits Draft evaluation report | Evaluator | By 15th December2023 |
| Review and provide feedback/comments on draft evaluation report | Project stakeholders and EMG | By 15th January 2023 |
| Stakeholder consultation workshop |  | TBC – planned for 3rd week of January 2024. |
| Submission of draft final evaluation report | Evaluator | 1st week of February, 2023 |
| Review and provide feedback and comments by EMG in consultations with other stakeholders to evaluator | EMG | By 3rd week of February 2023 |
| Approve the final evaluation report on submission of final draft report incorporating any further feedback | EMG | By end February, 2023 |

**8. Payment Terms**

|  |  |  |
| --- | --- | --- |
| Payment Number | Deliverables | Percentage of total payment |
| 1st Payment | Upon the approval of the inception report | 20% |
| 2nd Payment | Upon submission of draft report and completion of the stakeholders’ workshop | 50% |
| 3rd Payment | Upon the approval of the final evaluation report by IOM/EMG | 30% |
| All deliverables to be completed to the complete satisfaction of the IOM | | |
|  | Total | 100% |

**9. Evaluation Management**

**Evaluation Management**

An IOM Regional Evaluation Officer based at IOM Regional Office for Asia and the Pacific will manage and lead the evaluation process in consultation with members of the Evaluation Management Group (EMG). The Evaluation Management Group (EMG) comprise of IOM, ILO, and UN Women Regional Evaluation Specialists. They provide oversight of the evaluation process ensuring the process and report meets UNEG quality standards, provide input on the evaluation products at each step (from ToR development, selection of consultants, methodological inputs to inception and draft report, through to using the findings). The evaluation manager develops ToR in consultation with key stakeholders and members of the EMG. The EMG will approve the evaluation TOR and agree on the final report. The evaluation team reports to the IOM evaluation manager. The evaluation manager has overall day to day supervision of the evaluation team’s work and sharing of the Evaluation team’s deliverables for review by the EMG and stakeholders. The EMG provides oversight and quality assurance.

An Evaluation Reference Group consisting of the key stakeholders of the project representing the diverse perspectives will be set up to provide inputs to the evaluation products at each step: from inception through to using the findings and their role will be to: Review the Inception Report, participate in the preliminary findings’ presentation, review the draft report, validate findings and recommendations and ensure the quality of deliverables.

The GOALS programme team will be consulted throughout the evaluation process, and they will facilitate in obtaining inputs to first and secondary data. They will provide all relevant documents and support the logistics needed by the evaluation team. IOM GOALS team will provide the necessary budget for this final evaluation and will issue contract for the evaluation team.

The management response to the recommendations of the evaluation will be developed jointly. However, the specific recommendations that each agency will be responsible for carrying forward will be clearly specified in the evaluation report. The IOM, ILO, and UN Women will utilize their respective management response approach and tracking systems for the specific recommendations/actions for which they are responsible.

**10. Evaluation Team Experience and Qualifications**

A service provider will be contracted for the evaluation and will be the evaluator/evaluation team. The service provider can be a firm or an individual (as the lead evaluator) with a team of support personnel (with complete responsibility of their management and renumeration resting with the lead consultant).

The evaluation service provider will be led by a team leader (an international evaluation consultant) with strong evaluation experience and RBM expertise. Labour migration expertise will be an advantage. The service provider may have a team of 2-3 evaluation team members who are nationals of countries where GOALS is being implemented, with specific labour migration and gender equality expertise to assist the international consultant with data collection.

The responsibilities and profile of the “evaluation team” can be found below. Stakeholders will be consulted on the evaluator selection. The Evaluation team is expected to arrange their own logistics, materials, communication costs and office space required to conduct this evaluation. These costs should be included in the financial proposal. However, GOALS will provide support in contacting key stakeholders.

**Experience and qualifications of the evaluator.**

· Post graduate degree in a field of relevance to the evaluation (Gender, Sociology, Political Science, Anthropology, or other Social Science degree)

* At least 10 years’ experience in evaluation of policies, strategies, country programmes and organizational effectiveness. The team leader should have at least 5 years’ experience serving as a team leader with experience applying human rights and gender-based approaches to evaluation and RBM.

· Contextual Knowledge of the UN, IOM, ILO, UN Women, and the South Asia region.

· Strong RBM expertise and proven evaluation experience.

· Demonstrated knowledge and expertise of labour migration will be an added advantage.

· Demonstrated knowledge and experience on gender issues, including gender mainstreaming.

· Experience conducting country programme evaluations for UN organizations is an asset.

· Expertise in qualitative and quantitative evaluation methods and an understanding of issues related to validity and reliability.

· Fluency in spoken and written English

**11. Ethics, Norms and Standards for Evaluation**

IOM, ILO, and UN Women abide by the Norms and Standards of UNEG[[11]](#footnote-12) and expects all evaluation stakeholders and the consultant(s) to be familiar and compliant with the UNEG Ethical Guidelines for Evaluation,[[12]](#footnote-13) as well as the UNEG Codes of Conduct for Evaluation in the UN System.[[13]](#footnote-14) The evaluation must be conducted in full respect of IOM Data Protection Principles. The principles behind the Code of Conduct are fully consistent with the Standards of Conduct for the International Civil Service to which all UN staff are bound. UN staff are also subject to any UN specific staff rules and procedures for the procurement of services. The selected team shall sign and return a copy of the code of conduct with their contract.

During the inception phase the team will specify the protocol for ensuring an ethical approach to the evaluation in accordance with WHO guidelines on research into violence against women. The plan should include how protection of subjects and respect for confidentiality will be guaranteed and include engagement of an advisor to guide/review ethical protocols. Arrangements to ensure effective referral of survivors of violence to relevant service providers, if required, during the field research, including training of the field team and how referrals will be managed to ensure focal points can provide assistance if required.

# SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

## 6.1 Contract Form with General Conditions of Contract



**6.3 Performance Security.**

## Performance Security (Bank Guarantee)

To: *[name and address of Employer]*

WHEREAS *[name and address of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee] [amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a \_\_\_\_ 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date

# SECTION 7: PROPOSAL FORMS

**Form A: Proposal Confirmation**

**Form B: Checklist**

**Form C: Technical Proposal Submission**

**Form D: Proposer Information**

**Form E: Joint Venture/Consortium/Association Information**

**Form F: Eligibility and Qualification**

**Form G: Format for Technical Proposal**

**Form H: Format for CV of proposed key personnel**

**Form I: Statement of Exclusivity and Availability**

**Form J: Financial Proposal Submission**

**Form K: Format for Financial Proposal**

**Form L: Proposal Security**

## FORM A: PROPOSAL CONFIRMATION

Please acknowledge receipt of this RFP by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

|  |  |  |
| --- | --- | --- |
| To: | Insert name of contact person | Email: Insert contact person’s email - do not enter secure proposal email address |
| From: | Insert name of proposer |  |
| Subject | RFP reference Click or tap here to enter text. | |

|  |  |
| --- | --- |
| **Check the appropriate box** | **Description** |
| **☐** | **YES**, we intend to submit a proposal. |
| **☐** | **NO**. We are unable to submit a competitive proposal for the requested services at the moment |

If you selected NO above, please state the reason(s) below:

|  |  |
| --- | --- |
| **Check applicable** | **Description** |
| **☐** | The requested services are not within our range of supply |
| **☐** | We are unable to submit a competitive proposal for the requested services at the moment |
| **☐** | The requested services are not available at the moment |
| **☐** | We cannot meet the requested terms of reference |
| **☐** | The information provided for proposal purposes is insufficient |
| **☐** | Your RFP is too complicated |
| **☐** | Insufficient time is allowed to prepare a proposal |
| **☐** | We cannot meet the delivery requirements |
| **☐** | We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below. |
| **☐** | Sustainability criteria/requirements are too stringent (if applicable) |
| **☐** | We do not export |
| **☐** | We do not sell to the UN |
| **☐** | Your requirement is too small |
| **☐** | Our capacity is currently full |
| **☐** | We are closed during the holiday season |
| **☐** | We had to give priority to other clients’ requests |
| **☐** | The person handling proposals is away from the office |
| **☐** | Other (please provide reasons below): |
| Further information: Click or tap here to enter text. | |
| **☐** | We would like to receive future RFPs for this type of services |
| **☐** | We don’t want to receive RFPs for this type of services |

Questions to the Supplier concerning the reasons for no proposal should be addressed to Click or tap here to enter text. phone Click or tap here to enter number., email Click or tap here to enter text..

## FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the returnable Proposal Forms in accordance with the instructions and return them as part of your Proposal submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the instructions in Section 2: Instructions to Proposers and Section 3: Data Sheet.

**Technical Proposal:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Proposal Forms?** |  |
| * Form C: Technical Proposal Submission | ☐ |
| * Form D: Proposer information | ☐ |
| * Form E: Joint Venture/Consortium/Association Information | ☐ |
| * Form F: Eligibility and Qualification | ☐ |
| * Form G: Technical Proposal | ☐ |
| * Form H: CVs of proposed key personnel |  |
| * Form I: Statements of exclusivity and availability for key personnel |  |
| * From L: Proposal Security |  |
| * [Add other forms as necessary] | ☐ |
| **Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?** | ☐ |
| **Have you provided the required documents in support of Form D: Proposer Information?** | ☐ |

**Financial Proposal:**

|  |  |
| --- | --- |
| * Form J: Financial Proposal Submission | ☐ |
| * Form K: Financial Proposal |  |

## FORM C: TECHNICAL PROPOSAL SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to supply the services required for Click or tap here to enter text. in accordance with your Request for Proposals No. Click or tap here to enter text.. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

**BIDDER’S DECLARATION OF CONFORMITY[[14]](#footnote-15)**

| **Yes** | **No** |  |
| --- | --- | --- |
|  |  | On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM. |
|  |  | On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization. |
|  |  | On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the “UN Sanctions List”) or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation. |
|  |  | On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest. |
|  |  | On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at <https://www.ungm.org/Public/CodeOfConduct>. |
|  |  | It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration. |
|  |  | On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM. |
|  |  | IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration. |

Signature:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## FORM D: PROPOSER INFORMATION

## FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

|  |  |  |
| --- | --- | --- |
| **No** | **Name of Partner and contact information** *(address, telephone numbers, fax numbers, e-mail address)* | **Proposed proportion of responsibilities (in %) and type of services to be performed** |
| 1 | Click or tap here to enter text. | Click or tap here to enter text. |
| 2 | Click or tap here to enter text. | Click or tap here to enter text. |
| 3 | Click or tap here to enter text. | Click or tap here to enter text. |

|  |  |
| --- | --- |
| **Name of leading partner**  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) | Click or tap here to enter text. |

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture ***OR*** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

|  |  |
| --- | --- |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

## FORM F: ELIGIBILITY AND QUALIFICATION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

***If JV/Consortium/Association, to be completed by each partner.***

**History of Non- Performing Contracts**

|  |  |  |  |
| --- | --- | --- | --- |
| ☐No non-performing contracts during the last 3 years | | | |
| ☐ Contract(s) not performed in the last 3 years | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount** (current value in US$) |
|  |  | Name of Client:  Address of Client:  Reason(s) for non-performance: |  |

**Litigation History** (including pending litigation)

|  |  |  |  |
| --- | --- | --- | --- |
| ☐ No litigation history for the last 3 years | | | |
| ☐ Litigation History as indicated below | | | |
| **Year of dispute** | **Amount in dispute** (state currency) | **Contract Identification** | **Total Contract Amount** (state currency) |
|  |  | Name of Client:  Address of Client:  Matter in dispute:  Party who initiated the dispute:  Status of dispute:  Party awarded if resolved: |  |

**Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposer was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposer’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposer, or that of the Proposer’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposer should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Project name & Country of Assignment** | **Client & Reference Contact Details** | **Contract Value** | **Period of activity and status** | **Types of activities undertaken and role (Contractor, sub-contractor or consortium member)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

*Proposers may also attach their own Project Data Sheets with more details for assignments above.*

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

**Financial Standing**

|  |  |  |  |
| --- | --- | --- | --- |
| **Annual Turnover for the last 3 years** | Year | Currency | Amount |
| Year | Currency | Amount |
| Year | Currency | Amount |
| **Latest Credit Rating (if any), indicate the source and date.** |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Financial information**  (state currency) | **Historic information for the last 3 years** | | |
|  | Year 1 | Year 2 | Year 3 |
|  | *Information from Balance Sheet* | | |
| Total Assets (TA) |  |  |  |
| Total Liabilities (TL) |  |  |  |
| Current Assets (CA) |  |  |  |
| Current Liabilities (CL) |  |  |  |
|  | *Information from Income Statement* | | |
| Total / Gross Revenue (TR) |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |
| Net Profit |  |  |  |
| Current Ratio (current assets/current liabilities) |  |  |  |

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

* 1. Must reflect the financial situation of the Proposer or party to a JV, and not sister or parent companies;
  2. Historic financial statements must be audited by a certified public accountant;
  3. Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

## FORM G: FORMAT FOR TECHNICAL PROPOSAL

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer’s proposal must be organised to follow the format of this Technical Proposal Form. Where the proposer is presented with a requirement or asked to use a specific approach, the proposer must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

**Section 1: Proposer’s qualification, capacity and expertise**

1.1 Brief description of the organisation, including the year and country of incorporation, and types of activities undertaken.

1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).

1.3 Relevance of specialised knowledge and experience on similar engagements done in the region/country.

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Organization’s commitment to sustainability.

**Section 2: Proposed Methodology, Approach and Implementation Plan**

This section should demonstrate the proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

2.1 A detailed description of the approach and methodology for how the Proposer will achieve or exceed the requirements of the Terms of Reference, keeping in mind the appropriateness to local conditions and project environment. Detail how the different service elements shall be organised, controlled and delivered.

2.2 Provide comments and suggestions on the Terms of Reference: have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? Include additional services that will be rendered beyond the requirements of the ToR, if any.

2.2 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.

2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.

2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.

2-5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.5 Implementation plan including a Gantt chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

**Section 3: Management Structure and Key Personnel**

3.1 Describe the overall management approach toward planning and implementing the project. Include details of key personnel including their name and nationality, the Position they will assume and their role as per the ToR. Include an organisation chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 For each of the key personnel provide: the CV using the format in Form H and the statement of exclusivity and availability using the format in Form I.

**FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

|  |  |  |
| --- | --- | --- |
| **Position (as per ToR)** |  | |
| **Personnel Information** | Name: | |
|  | Nationality: | Date of birth: |
|  | Language Proficiency: | |
| **Present Employment** | Name of employer: | Contact: (manager or HR) |
|  | Address of employer: | |
|  | Telephone: | Email: |
|  | Job title: | Years with present employer: |
| **Education / Qualifications** | *Summarise college/university and other specialised education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.* | |
| **Professional Certifications** | *Provide details of professional certifications relevant to the scope of services including name of institution and date of certification.* | |
| **References:** | *Provide names, addresses, phone and email contact information for two (2) references*. | |

Summarise professional experience over the last 20 years in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
|  |  |  |

**FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABLITY**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

I, the undersigned, hereby declare that I agree to participate exclusively with the Proposer Click or tap here to enter text.in the above referenced RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

|  |  |
| --- | --- |
| **From** | **To** |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. |

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other proposer submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other Click or tap here to enter text. solicitation procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from other Click or tap here to enter text. solicitation procedures and contracts and that the notification of award of contract to the Proposer may be rendered null and void.

Name:

Title:

Date:

Signature:

## FORM J: FINANCIAL PROPOSAL SUBMISSION

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

We, the undersigned, offer to provide the services for Click or tap here to enter text. in accordance with your Request for Proposal No. Click or tap here to enter text. and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and this Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of Click or tap here to enter text..

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

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

Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Stamp with official stamp of the Proposer]*

## FORM K: FORMAT FOR FINANCIAL PROPOSAL

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Proposer: | Click or tap here to enter text. | Date: | Click or tap to enter a date. |
| RFP reference: | Click or tap here to enter text. | | |

The proposer is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Proposers. The inclusion of any financial information in the Technical Proposal shall lead to disqualification of the Proposer. The Financial Proposal should align with the requirements of the Terms of Reference and the proposer’s Technical Proposal.

**Currency of the proposal:** Click or tap here to enter text.

**Table 1: Summary of Overall Prices**

|  |  |
| --- | --- |
|  | **Amount** |
| **Professional Fees (from Table 2)** |  |
| **Other Costs (from Table 3)** |  |
| **Total Amount of Financial Proposal** |  |

**Table 2: Breakdown of Professional Fees**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Name** | **Position** | **Fee Rate** | **No. of days / months / hours** | | **Total Amount** |
| *A* | *B* | | *C=A+B* |
| In-Country |  |  |  | |  |
|  |  |  |  | |  |
|  |  |  |  | |  |
| Home Based |  |  |  | |  |
|  |  |  |  | |  |
|  |  |  |  | |  |
| **Subtotal Professional Fees:** | | | |  | |

**Table 3: Breakdown of Other Costs**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description** | **Unit of Measure** | **Quantity** | **Unit Price** | | **Total Amount** |
| International flights | Return trip |  |  | |  |
| Subsistence allowance | Day |  |  | |  |
| Local transportation costs | Lump sum |  |  | |  |
| Out-of-pocket expenses |  |  |  | |  |
| Other costs (specify) |  |  |  | |  |
| **Subtotal Other Costs:** | | | |  | |

**Table 4: Breakdown of Price per Deliverable / Activity**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Deliverable / Activity description** | **Time**  (person days) | **Professional Fees** | **Other Costs** | **Total** |
| Deliverable 1 |  |  |  |  |
| Deliverable 2 |  |  |  |  |
| Deliverable 3 |  |  |  |  |
| Etc. |  |  |  |  |



1. Nepal, India, Sri Lanka, Bangladesh and Pakistan [↑](#footnote-ref-2)
2. http://www.unevaluation.org/document/detail/2972 [↑](#footnote-ref-3)
3. http://www.ilo.org/eval/Evaluationpolicy/WCMS\_168289/lang--en/index.htm [↑](#footnote-ref-4)
4. http://undocs.org/en/UNW/2012/12 [↑](#footnote-ref-5)
5. https://www.evaluationportal.iom.int/TechnicalReferences [↑](#footnote-ref-6)
6. Member States: Afghanistan, Bangladesh, Cambodia, China, India, Indonesia, Nepal, Pakistan, the

   Philippines, Sri Lanka, Thailand and Viet Nam. [↑](#footnote-ref-7)
7. The Mid-Term evaluation report is already available and can be used as the baseline to expand on the assessment. [↑](#footnote-ref-8)
8. UNEG: Integrating Human Rights and Gender Equality into Evaluations (UNEG, 2014). [↑](#footnote-ref-9)
9. See section 9 below on the role of EMG and ERG [↑](#footnote-ref-10)
10. For confidentiality purposes, these should be anonymized. [↑](#footnote-ref-11)
11. United Nations Evaluation Group (2016), UNEG Norms and Standards for Evaluation, http://www.unevaluation.org/document/detail/1914 [↑](#footnote-ref-12)
12. United Nations Evaluation Group (2008), UNEG Ethical Guidelines, http://www.unevaluation.org/document/detail/102. [↑](#footnote-ref-13)
13. United Nations Evaluation Group (2008), UNEG Code of Conduct for Evaluation in the UN system, [↑](#footnote-ref-14)
14. This form is mandatory to fill in and sign by every vendor who submits quotation [↑](#footnote-ref-15)