

REQUEST FOR PROPOSAL (RFP)

Evaluation of IOM's contribution to the Migration Dialogue for Southern Africa (MIDSA) Inter-State Consultation Mechanisms

RFP Reference No: EVA-2023-02

Country: IOM Headquarters, Geneva, Switzerland Date: 30 May 2023

SECTION 1: LETTER OF INVITATION

IOM Central Evaluation Unit (EVA) from the Department of Strategic Planning and Organizational Performance (DPP), hereinafter referred to as IOM, 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 \(if applicable\)](#)
- [Form F: Eligibility and Qualification](#)
- [Form G: Format for Technical Proposal](#)
- [Form H: Statement of Availability](#)
- [Form I: Financial Proposal Submission](#)
- [Form J: Format for Financial Proposal](#)

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 eva@iom.int no later than 08/06/2023., 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:

Chief of Evaluation

SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
<p>1. Scope</p>	<p>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.</p> <p>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.</p>
<p>2. Interpretation of the RFP</p>	<p>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.</p>
<p>3. Supplier Code of Conduct</p>	<p>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.un.org/Public/CodeOfConduct.</p>
<p>4. Eligible proposers</p>	<p>Proposers shall have the legal capacity to enter into a binding contract with IOM</p> <p>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.</p> <p>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 IOM 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.</p> <p>Proposers shall not be eligible to submit a proposal if at the time of proposal submission:</p> <ul style="list-style-type: none"> ● is included in the Ineligibility List, hosted by UNGM, that aggregates information disclosed by Agencies, Funds or Programs of the UN System; ● is included in the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267/1989 list; ● is included in the World Bank Corporate Procurement Listing of Non-Responsible Vendors and World Bank Listing of Ineligible Firms and Individuals. ● Other sanctions lists, if applicable, as per the discretion of the IOM.
<p>5. Proprietary information</p>	<p>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.</p>
<p>6. Publicity</p>	<p>During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.</p>

SOLICITATION DOCUMENTS	
7. Clarification of solicitation documents	<p>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.</p> <p>IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>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.</p>
8. Amendment of solicitation documents	<p>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.</p> <p>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.</p>
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	<p>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.</p>
10. Language	<p>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.</p>
11. Documents establishing eligibility and qualifications of the proposer	<p>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.</p>
12. Technical proposal format and content	<p>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.</p> <p>The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.</p>
13. Financial proposal	<p>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.</p> <p>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.</p> <p>Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
14. Currencies	<p>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:</p>

	<ul style="list-style-type: none"> ● 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.
<p>15. Duties and taxes</p>	<p>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</p>
<p>16. Proposal validity period</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>17. Proposal security</p>	<p>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.</p> <p>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.</p> <p>If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal.</p> <p>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.</p> <p>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 IOM. pursuant to Article 16 (Proposal Validity Period).</p> <p>The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions:</p>

	<ul style="list-style-type: none"> ● 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: <ul style="list-style-type: none"> ○ 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.
<p>18. Joint Consortium Association</p> <p>Venture, or</p>	<p>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:</p> <ul style="list-style-type: none"> ● 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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..</p> <p>A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between:</p> <ul style="list-style-type: none"> ● 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. <p>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.</p>

	<p>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.</p>
<p>19. Only one proposal</p>	<p>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.</p> <p>Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● 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.
<p>20. Alternative proposals</p>	<p>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.</p> <p>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.</p>
<p>21. Pre-proposal conference</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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</p>

	<p>the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing.</p> <p>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.</p>
<p>22. Site inspection</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing IOM. in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property; (ii) personal injury, disease or illness to, or death of, any person; (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by IOM to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>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).</p> <p>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.</p>
<p>23. Errors or omissions</p>	<p>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.</p> <p>Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>24. Proposers responsibility to inform themselves</p>	<p>Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they:</p> <ul style="list-style-type: none"> ● 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;

	<ul style="list-style-type: none"> ● 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., 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. <p>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.</p>
<p>25. No material change(s) in circumstances</p>	<p>The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● 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.
<p>SUBMISSION AND OPENING OF PROPOSALS</p>	
<p>26. Instruction for proposal submission</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>27. Deadline for proposal submission</p>	<p>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.</p> <p>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.</p>

<p>28. Withdrawal, substitution modification proposals</p>	<p>and of</p> <p>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”.</p> <p>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.</p> <p>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.</p>
<p>29. Storage of proposals</p>	<p>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.</p>
<p>30. Proposal opening</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>No proposal shall be rejected during proposal opening, except for late proposals.</p>
<p>31. Late proposals</p>	<p>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.</p> <p>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.</p>
<p>EVALUATION OF PROPOSALS</p>	
<p>32. Confidentiality</p>	<p>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.</p> <p>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</p>

	<p>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.</p>
<p>33. Evaluation of proposals</p>	<p>IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals.</p> <p>Evaluation of proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of minimum eligibility and qualification (if pre-qualification is not done) c) Evaluation of technical proposals d) Evaluation of financial proposals.
<p>34. Preliminary examination</p>	<p>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.</p>
<p>35. Evaluation of eligibility and qualification</p>	<p>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).</p>
<p>36. Evaluation of technical and financial proposals</p>	<p>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.</p> <p>In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation.</p> <p>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.</p> <p>When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u> TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u> FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u> Combined Score = (TP Rating) x (Weight of TP) + (FP Rating) x (Weight of FP)</p> </div>
<p>37. Post-qualification</p>	<p>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</p>

	<p>limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the proposer; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) 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; d) 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; e) Physical inspection of the proposer’s offices, branches or other places where business transpires, with or without notice to the proposer; f) Other means that IOM may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>38. Clarification proposals</p>	<p>of</p> <p>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).</p> <p>IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account.</p> <p>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.</p>
<p>39. Responsiveness proposal</p>	<p>of</p> <p>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:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the services specified in the contract; or b) limits in any substantial way, inconsistent with the solicitation documents, IOM’s rights or the proposer’s obligations under the contract; or c) if rectified would unfairly affect the competitive position of other proposers presenting substantially responsive proposals. <p>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.</p>
<p>40. Nonconformities, reparable errors and omission</p>	<p>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.</p> <p>Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to</p>

	<p>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.</p> <p>For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) 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; b) 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 c) 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. <p>If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.</p>
<p>41. Right to accept any proposal and to reject any or all proposals</p>	<p>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.</p>
<p>AWARD OF CONTRACT</p>	
<p>42. Award criteria</p>	<p>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.</p>
<p>43. Right to vary requirement at time of award</p>	<p>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.</p>
<p>44. Notification of award</p>	<p>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.</p>
<p>45. Debriefing</p>	<p>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.</p>
<p>46. Performance security</p>	<p>The successful Proposer, if so specified in Section 3: Data Sheet shall 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</p>

	<p>discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security).</p> <p>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.</p>
47. Bank guarantee for advance payment	<p>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.</p>
48. Liquidated Damages	<p>If specified in Section 3: Data Sheet, IOM. shall apply Liquidated Damages for the damages and/or risks caused to IOM. 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.</p>
49. Proposal protest	<p>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 mescu@iom.int</p>

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	<p>The reference number of this Request for Proposal (RFP) is EVA-2023-02.</p> <p>The services include the supply of Evaluation of IOM's contribution to the Migration Dialogue for Southern Africa (MIDSA) Inter-State Consultation Mechanisms as further described in Section 5 of this RFP.</p>
4.	Eligible proposers	Bidders from all countries are eligible to bid.
7.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Andres Botero.</p> <p>Address: IOM Central Evaluation Unit, Department of Strategic Planning and Organizational Performance, Route de Morillons 17, 1211 Geneva, Switzerland</p> <p>E-mail address: eva@iom.int</p>
		<p>Deadline for submitting requests for clarifications / questions:</p> <p>08-Jun-23.</p>
		<p>Manner of disseminating supplemental information to the RFP and responses / clarifications to queries:</p> <p>Direct communication to prospective proposers by email.</p>
10.	Language	All proposals, information, documents and correspondence exchanged between IOM and the proposers in relation to this solicitation process shall be in English.
	Partial proposals	<p>Submitting proposals for parts or sub-parts of the TOR is:</p> <p>Not allowed</p>
14.	Currencies	Prices shall be quoted in USD
15.	Duties and taxes	<p>All prices shall:</p> <p>Be inclusive of VAT and other applicable indirect taxes.</p>
16.	Proposal validity period	60 days
17.	Proposal security	Not Required
20.	Alternative proposals	Shall be considered..
21.	Pre-proposal conference	Will not be conducted
22.	Site inspection	A site inspection will not be held.
26.	Instructions for proposal submission	<p>Allowable manner of submitting proposals:</p> <p><input type="checkbox"/> Email</p>

		<p>The Technical Proposal shall be sent in a separate email with the mandatory subject line: EVA-2023-02 MIDSAs Technical Proposal.</p> <p>The Financial Proposal shall be sent in a separate email with the mandatory subject line: EVA-2023-02 MIDSAs Financial Proposal.</p> <p>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.</p> <p>Proposal submission address: eva@iom.int. PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC).</p> <ul style="list-style-type: none"> ▪ File Format: Microsoft word, excel or 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: 20 Mb ▪ Mandatory subject of email: EVA-2023-02 MIDSAs ▪ 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". ▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: eva@iom.int ▪ 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	<p>Date: 14-Jun-23</p> <p>Time: Midnight.</p> <p>Time zone: CET, Geneva, Switzerland.</p>
30.	Proposal Opening	<input type="checkbox"/> Public proposal opening will not be held
36.	Evaluation of technical and financial proposals	<p>Evaluation will be based on:</p> <input type="checkbox"/> Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal
		<p>The maximum number of technical points is detailed in Section 4: Evaluation Criteria</p> <p>To be substantially compliant, Proposers must obtain a minimum threshold of 70% of maximum points.</p>
43.	Right to vary requirement at time of award	<p>The maximum percentage by which quantities may be increased is 10%</p> <p>The maximum percentage by which quantities may be decreased is 10%</p>
	Contract award to one or more proposer	<p>IOM will award a contract to:</p> <p>One Bidder Only</p>

	Type of contract to be awarded	Service agreement, in case of consultancy firm, or consulting contract (in case of individual consultant(s)). See Section 6:
	Expected date for commencement of contract	16-Jun-23
	Conditions of contract to apply	Service agreement, in case of consultancy firm, or consulting contract (in case of individual consultant(s)). See Section 6.
47.	Performance Security	Not required
48.	Advance payment	Not allowed
49.	Liquidated damages	Will be imposed as follows: 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	Check Sections 4 and 5 of this RFP.

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	Section 3: Data Sheet

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	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

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.	Technical proposal: CVs of proposed key personnel
Minimum 3 evaluations of similar nature (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Technical proposal: CVs of proposed key personnel

Technical and Financial Evaluation Criteria

The scorecard should be weighted to reflect the relative importance of the different assessment criteria by inserting a value in the Value Column.

0-5 (0 lowest to 5 highest) guide for scoring below

Criteria	Value	Score	Total
Technical			
the proposal indicates a comprehensive understanding of the assignment			0
If relevant, the application details the target number of respondents.			0
If relevant, the application describes how the sampling frame will be derived.			0
The proposed methodology is sufficient to meet the purpose of the evaluation.			0
The individual/ team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.			0
Quality assurance			
The bid includes a quality assurance plan.			0
Evaluation team			
The individual / consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct the evaluation.			
The competencies required for this assignment are met through members of the team			
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.			0
The individual / consulting firm has strong experience in conducting evaluations of a similar nature.			
The lead evaluator has experience in managing evaluation teams.			0
Budget			
The budget proposal is realistic, and in line with international practices and standards			0
the budget does not exceed available funds	YES/NO		
Other			
The sample of written work provided demonstrates strong writing and analytic skills.			0
The consulting firm provided relevant references and the references provided were positive.			0
The consulting firm is available within the necessary time frame.	YES/NO		
The consulting firm team member(s) has relevant language skills.	YES/NO		
The consulting firm has relevant knowledge of IOM, migration and/or the United Nations system.			0
TOTAL			0

SECTION 5: TERMS OF REFERENCE

Evaluation of IOM's contribution to the Migration Dialogue for Southern Africa (MIDSA) Inter-State Consultation Mechanisms

Commissioned and managed by: Department of Strategic Planning and Organizational Performance, IOM Central Evaluation Unit.

1. Evaluation Context

The Migration Dialogue for Southern Africa (MIDSA) is an inter-State consultation mechanism on migration (ISCM) created by States members of the Southern African Development Community (SADC) in 2000 upon the 'need to develop, in conjunction with SADC¹, a forum for further exchange of information, experience and perspective among Governments on migration policy and practice, to facilitate cooperation'.² MIDSA brings together all the 16 member States of the SADC (Angola, Botswana, Comoros, Democratic Republic of Congo, Eswatini, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Namibia, Seychelles, South Africa, United Republic Tanzania, Zambia and Zimbabwe). The Democratic Republic of Congo currently chairs the MIDSA until August 2023. IOM was invited to provide secretariat support to this State-led informal entity operating through regular meetings. Other participants to the MIDSA include Observer States and participating (partner) Organizations. MIDSA has addressed through its over twenty annual senior-level meetings the main themes of its focus including forced migration, mixed migration, trafficking in persons, migrants smuggling, disaster risk management, migration and climate change, protection, migration and health and border management. Conclusions and recommendations of MIDSA have often been incorporated into regional policies and action plans.

Since the creation of the MIDSA, many factors have shaped migration flows in the region, including displacement resulting from conflicts in Angola, the Democratic Republic of Congo and Mozambique, increased demand for labour in Angola, Botswana, South Africa and Zambia, droughts in Botswana, Namibia, Southern Africa and Swaziland, cyclones and flooding in Comoros, Madagascar, Malawi, Mozambique and Zimbabwe, environmental degradation and climate change. With a history of porous borders, economic instability and limited institutional capacities, Southern Africa is fertile ground for irregular migration. Migratory flows both from within the region and outside the region are a common feature. An increasingly diverse range of human trafficking activities is facilitated by growing numbers of local smugglers and an expanding network of transnational criminal syndicates. A significant majority of irregular migrants originate from within the region, although individuals from as far away as the former Soviet Union, Eastern Europe, China, Thailand, Pakistan, Bangladesh and India have been arriving in increasing numbers since the mid-1990s.

The SADC Members approved the [Protocol on the Facilitation of Movement of Persons](#) in 2005³, the Labour Migration Action Plan (2020-2025), and the SADC Migration Policy Framework and Action Plan (SADC-MPF-AP) in 2022. The Organization of African Union adopted a Migration Policy Framework for Africa in 2006,

¹ Southern African Development Community

² IOM (1999) Summary Report – The Way Forward. The International Migration Policy and Law Courses, Pretoria, presented April 1999, quoted in IOM (2002) Summary Project Outline – Migration Dialogue for Southern Africa – MIDSA,

³ The protocol was originally drafted in 1995 and redrafted in 2005, has only been ratified by some SADC members, and is not in force. Some SADC Member States are also members of the Common Market for Eastern and Southern Africa (COMESA), which agreed on the Protocol on the free movement of persons, labor services, right of establishment and residents in 1998. See <https://comesacourt.org/wp-content/uploads/2020/01/COMESA-Protocol-on-the-Free-Movement-of-Persons-Labour-Services-Right-of-Establishment-and-Residence-29-June-1998.pdf>

revised in 2018⁴, and the [African Union Convention for the Protection and Assistance of Internally Displaced Persons in Africa](#) in 2009. The MIDSAs were involved in discussing regional approaches related to the implementation of the [2030 Agenda for Sustainable Development](#) and the [Global Compact on Safe, Orderly and Regular Migration \(GCM\)](#).

IOM has a triple role in MIDSAs – it is an observer organization of the MIDSAs (which means it participates in MIDSAs meetings and discussion as one of its observers, without a right to vote), it is the technical secretariat for MIDSAs, and it is a provider of technical advice to MIDSAs like to all ISCMs in its capacity as the leading intergovernmental organization on migration. IOM's role includes liaison with the SADC, MIDSAs Member States and the MIDSAs Chair.

As technical secretariat, IOM supports the planning and organization of the work of MIDSAs, its meetings, including engaging with experts to carry out the preparatory work, provides organizational support, and follows up on recommendations and agreed action points. Through the IOM Country Offices, it supports delegations from Member States to prepare for the Annual Conference.

As an entity, the MIDSAs lack a legal personality, so funding is channelled through its Secretariat. According to the Assessment of Inter-State Consultation Mechanisms on Migration (2020), 90% of MIDSAs's funding is external. To support MIDSAs operations, IOM has received funding from multiple donors, including the Bureau of Population, Refugees and Migration, the US Department of State⁵, the Permanent Mission to South Africa⁶, the European Union⁷, and the IOM Migration Resource Allocation Committee (MIRAC) Fund⁸ among others. Overall, IOM Southern Africa Regional Office has consistently invested financial and technical resources towards MIDSAs for the past 20 years to support the process.

In 2019, IOM conducted an evaluation of IOM's engagement in and contribution to Inter-State Consultation Mechanisms on Migration (ISCM) based on a process evaluation approach to examining the internal dynamics at IOM for supporting ISCMs, the institutional instruments used in response to requests from States, its service delivery mechanisms and management practices, and the linkages among these. If the evaluation offers interesting information on IOM's activities within these regional processes, it does not however cover specifically the role of IOM vis-à-vis the MIDSAs. In 2017, IOM also conducted an internal review of the PRM project that had been providing funding for MIDSAs over the years. The review specifically attempted to document some key reflections on the design, role, efficiency and impact of MIDSAs on migration governance in the region.⁹

2. Objective of the Evaluation

The objective is to evaluate IOM's contribution to the Migration Dialogue for Southern Africa (MIDSAs) Inter-State Consultation Mechanism on Migration in relation to its mandate as the UN Migration Agency for

⁴ African Union (2018) Migration Policy Framework for Africa and Plan of Action (2018 – 2030), available in <https://au.int/sites/default/files/documents/35956-doc-au-mpfa-executive-summary-eng.pdf>

⁵ Most recent contributions have been made through to the Africa Regional Migration Program include PX.0104 from 2019 to 2020, PX.0207 from 2020 to 2021, PX.0299 from 2021 to September 2022 and MS.0009 from 2022 to 2023

⁶ Migration Dialogue for Southern Africa project TC.0702 from 2013 to 2022

⁷ Through the Aenas Programme.

⁸ Strengthening Migration Related Data and Information Collection and Analysis in Southern Africa - setting a foundation, building IOM's internal technical capacity. (PR.0262, 2021), Supporting Regional Integration through Diaspora Engagement towards strengthening institutional capacities and socio-economic development of SADC Member States, (TK.0021, 2022), and Advancing the Evidence Base on Migration and Data Capacity of IOM and Partners to Improve Migration Policymaking and Programming in the Southern Africa Region (PR.0279, 2022 to 2023).

⁹ [Addressing irregular migration in Southern Africa – An internal review of project achievements \(2010 -2016\)](#)

migration governance and management in Southern Africa, as well as the assistance provided by IOM in the framework of the Secretariat.

The evaluation findings will be presented at the next MDSA meeting, both to Member and Observer States and partner organizations, to set the ground for potential enhancements to IOM's support to the MDSA to position it for greater efficiency, effectiveness and impact on migration governance in the region.

The evaluation will inform the work of the IOM Regional Office for Southern Africa and the IOM Country Offices in the region to support the MDSA.

3. Evaluation Scope and Methodology

In line with its objective, the evaluation will respond to the evaluation questions grouped under the six OECD/DAC criteria of relevance, coherence, effectiveness, efficiency, impact and sustainability. The methodology will consist of an extensive documentation review (including publications, documents and reports from MDSA, SADC, African Union and other inter-state consultation mechanisms on migration, relevant regional research institutions¹⁰, and IOM project and strategic documents and information systems), interviews with key staff and stakeholders focal points¹¹, and electronic surveys targeting a cross-section of key actors at country and regional level. The evaluation should include visits to meet with stakeholders from at least three MDSA Member States, which can be used as case studies.

During the inception phase, the case studies reflecting the adoption of MDSA recommendations will be further discussed for final selection. The evaluation will also develop a Theory of Change (ToC) articulating the work of IOM on its role and contribution as the Secretariat and observer of and technical adviser to of the ISCM. This may properly highlight the dynamics and outcomes that can guide IOM's intervention and its related financial planning and support. Cross-cutting issues are to be considered, with particular consideration to human rights, gender and the environment.

The target audience for the conduct of this evaluation includes IOM management, mainly from the International Partnerships Division (IPD) at Headquarters (HQ) but not exclusively, the Regional Office for Southern Africa (ROSA) located in Pretoria and the IOM country offices in the region, and the IOM's Special Liaison Office in Addis Ababa. The audience includes MDSA Member States, Observer States, donors and interested partners. The use of various data collection tools (documentation review, interviews, surveys) will facilitate the triangulation of information collected, thereby increasing the reliability of the findings, lessons learned, good practices, and recommendations that will be presented in the evaluation report.

The evaluation is not intended to provide an analysis of the performance or impact of the MDSA as an ISCM but to identify potential areas of interest and changes to the MDSA and fields of activities where IOM can play a role both as a technical and academic reference for migration governance vis-a-vis migrants and Member States in the region and as a support entity for organizing the meetings and follow-up activities.

The evaluation will limit its analysis to data from the last five years, starting in 2017. Therefore, it will cover pre- and post-Covid-19 period and the years of the Covid-19.

¹⁰ I.e., Southern African Migration Programme (SAMP), Africa Institute of South Africa (AISA), Southern Africa Institute of International Affairs (SAIIA) and in particular its Migration-themed section of research, Institute for Security Studies (ISS), and the African Centre for Migration and Society (ACMS).

¹¹ including MDSA, SADC, COMESA, and IOC, relevant UN agencies and INGOs

4. Evaluation Questions:

Relevance:

- To what extent is the role of IOM as the Secretariat and technical reference for MIDSA relevant to MIDSA Member States ?
- To what extent has the MIDSA Secretariat under IOM's leadership evolved and been adapted to the emerging needs and priorities, including the Global Compact for Migration?
- How did IOM coordination help mainstream key crosscutting themes such as gender, rights-based approach and environmental sustainability into MIDSA conferences and dialogue?
- To what extent has the work of the MIDSA been supported by a strategic framework and working plan which could guide the work and contribution of IOM?
- To what extent has the support provided by IOM been relevant and strategically aligned to the priorities and needs of Member States, migrants in the region and to some extent to Observers and donors?
- Are the capacity-building activities developed in the framework of the MIDSA by IOM relevant to the needs of Member States?

Coherence:

- What is the position of MIDSA vis-à-vis the Global Compact of Migration and other relevant regional frameworks?
- To what extent are IOM's contributions and engagements in the MIDSA compatible and aligned with IOM's mandate and strategic framework?
- To what extent are IOM's regional strategy and projects in the region supportive of the MIDSA recommendations and action plan(s)?
- To what extent has IOM's support been coordinated with other stakeholders' support to the MIDSA?
- Has IOM's secretariat role been clearly distinguishable by internal and external stakeholders from other IOM areas of work, including its role as the UN Migration Network Secretariat?

Effectiveness:

- Are the success indicators and expected results of the MIDSA meetings and related preparatory work clearly articulated to provide IOM with tools to guide its support both as the UN Migration Agency and Secretariat?
- What is IOM's role (if any) in the follow-up of the MIDSA recommendations? If yes, is it successful?
- To what extent has IOM been effective in supporting the implementation of the MIDSA recommendations and action plans in national, bilateral or regional legal frameworks, agreements, action plans¹² or programmes, and to draw to MIDSA's attention the emerging migration governance issues in the region?
- What operational support and financial contributions to IOM have the MIDSA Member States secured to ensure adequate technical and administrative support?
- To what extent the MIDSA, and the support provided by IOM, have contributed to increasing Member State understanding and response on the topics addressed during the meetings and is it properly assessed and recorded by the Secretariat?
- To what extent is IOM supporting the MIDSA added value to the GCM consultations and continental platforms convened under the African Union?
- To what extent has the MIDSA developed effective procedures and guidance documents to support and manage its work (i.e., Capacity building, communications, documentation and sharing of experiences, lessons learned and good practices, monitoring and evaluation of progress, etc.)?

¹² E.g., the AU Migration Policy Framework and Plan of Action 2018-2030

- To what extent has IOM been effective in coordinating internally (HQ, ROs and COs) and externally with IOM Member States and other Regional Consultative Processes (RCPs) or ICSMs to provide expertise and support to MIDSA?

Efficiency:

- How is IOM administrative and operational support to MIDSA organized and what are the fundraising mechanisms in place for its financial viability?
- Has IOM's administrative support been efficient, including for procurement, staffing and financial reporting?
- Has IOM's technical and operational support been efficient and aligned to the expected results?
- What is the MIDSA participants' feedback on the planning, coordination, organization, timing and quality of MIDSA conferences?
- How efficiently was IOM able to use its role in MIDSA as an observer and provider of technical advice to promote well-managed migration policies in the SADC member States and convergent approaches to migration at the regional SADC level?

Impact:

- What are the noticeable changes/effects (positive/negative and intended/unintended) produced by IOM's support to the MIDSA?
- How influential has IOM been as observer and technical advisor in the production of results/changes that align with the recommendations and action plans from MIDSA?

Sustainability:

- What are the main factors that determine the sustainability of the MIDSA and its benefits?
- To what extent are the costs of the MIDSA funded by MIDSA Member States and Observers? If limited, what factors hinder predictable funding including for the Secretariat?
- To what extent has IOM been able to secure resources to complement the funding provided by the MIDSA Member States to ensure the implementation of core MIDSA activities?
- To what extent has there been continuity in the work of the MIDSA on the prioritized topics and in the support provided by the Secretariat?
- What do different key players (IOM, Member States and SADC) perceive their role to be in sustaining MIDSA as an ISCM and what initiatives have they or do they plan to implement to sustain MIDSA?
- What funding schemes can IOM propose to MIDSA member States to contribute to fund the MIDSA costs?

5. Ethics, norms and standards for evaluation

IOM abides by the [Norms and Standards for Evaluation](#) of UNEG and expects all evaluation stakeholders and the consultant(s) to be familiar and compliant with the [UNEG Ethical Guidelines for Evaluation](#), as well as the [UNEG Codes of Conduct for Evaluation in the UN System](#).

The evaluation must be conducted in full respect of IOM Data Protection Principles.

6. Evaluation deliverables

The following deliverables are to be provided by the evaluator throughout the evaluation process upon a pre-agreed schedule:

- Inception report¹³ (including evaluation matrix, methodology and tools).
- Draft evaluation report for comments, including the case studies analysis in Annex.
- Debrief on initial findings.
- Final evaluation report.¹⁴
- Evaluation Brief.¹⁵
- Presentation of the evaluation findings.
- Draft management response and action plan matrix indicating the responsible unit for each recommendation.
- Brief progress report(s) during the evaluation, depending on needs.

All deliverables are to be written in English. The deliverables should meet the quality standards described in IOM [Guidance on Quality Management of Evaluations](#) for inception reports, draft and final reports.

7. Roles and Responsibilities

The evaluation will be conducted by an external consultant/consultant firm under the responsibility of the IOM Central Evaluation Unit (EVA). The International Partnerships Division (IPD) and the Regional Office for Southern Africa (ROSA), the IOM's Special Liaison Office in Ethiopia and the Senior Regional Officer will act as Reference Group and be EVA's main interlocutors for providing comments and feedback on the conduct of the exercise. The establishment of a broader reference group will be discussed with IPD and ROSA to contribute to and support the conduct of the evaluation, in particular for commenting on the inception and draft reports. This will be decided during the inception phase and may, for instance, include the Chiefs of Mission of the countries selected as case studies.

IPD and ROSA will provide relevant documentation to help answer the evaluation questions and identify the internal and external structures, processes, policies, strategies and programmatic approaches referenced to answer the evaluation questions. EVA will work with the Reference Group and the consultant(s) on the establishment of interview and survey respondents lists, the elaboration and conduct of the surveys agreed upon during the inception phase and on the identification of case studies and related scope of analysis.

8. Budget

The costs of the evaluation will be covered by the IOM Central Evaluation budget.

¹³ Using IOM template.

¹⁴ Ibid.

¹⁵ Ibid.

9. Evaluation Time Schedule

Below is an indicative work plan for the conduct of the evaluation:

Activity	Timeframe/ deadlines	Indicative Working Days for Consultancy	Who is responsible
Inception phase (including preparatory meeting)		8 days	Consultant(s)
Review of the inception report			EVA, ROSA, IPD
Documentation review, surveys, interviews		30 days	Consultant(s)
Conduct of field visits		8 days	Consultant(s)
Evaluation draft report		9 days	Consultant(s)
Review of the evaluation draft report			EVA, ROSA, IDP
Finalization of the evaluation report and materials (Evaluation Brief and PPT)		5 days	Consultant(s)
TOTAL DAYS CONSULTANT		60 DAYS	

10. Consultant Qualifications

- (1) At least 15 years of evaluation experience (or 10 years of evaluation experience and an advanced degree in social and political sciences).
- (2) Experience with evaluations addressing migration policy and governance, inter-governmental initiatives to exchange experiences, or inter-state consultation or coordination mechanisms.
- (3) Advanced knowledge and skills in categorization, mapping, mixed methods, and evidence synthesis.
- (4) Strong background and expertise in conducting quantitative and qualitative data analysis.
- (5) High proficiency in English. Experience in the Southern African Region is an asset.

11. Expression of Interest

IOM is looking for proposals from service providers (either individual consultants or consulting firms) to deliver the outlined products. Service providers are requested to submit the following:

- (1) A technical proposal with a description of the approach, methodology, activities, work plan, deliverables and consultant(s) experience and expertise matching the Terms of Reference (ToR).
- (2) A detailed budget in USD including all the respective budgetary costs.
- (3) An indicative cost can be included for potential travel to case study countries.
- (4) Two examples of similar work.
- (5) Three references.

For individual consultants interested to apply, please contact eva@iom.int before the deadline for instructions on the application.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract if case of individual consultancy contract.

The International Organization for Migration (IOM), hereinafter referred to as "the Organization", represented by _____, and _____, hereinafter referred to as "the Consultant", have agreed as follows:

1. The Consultant will carry out, under IOM's supervision, the outputs and deliverables specified in the attached Terms of Reference (ToR), which are an integral part of this Contract (hereafter "the Outputs"). The rights and obligations of the Consultant are those specified in; i) this individual consultancy contract; ii) IN/84 Rev. 1 Selection and Engagement of Consultants; and iii) Annex 3 General Terms and Conditions for Consultancy Contracts.

2. The Consultant is engaged as an/a:

International Consultant

Local Consultant

3. The place(s) of duty shall be _____.

The Consultancy work is to be: home-based

4. This Contract shall commence on _____ and end on _____.

The Outputs must be satisfactorily completed as outlined in the Consultant's ToR and must be fully completed by the Contract's expiration date. IOM will not be expected to compensate the Consultant for any additional days worked or for any additional time spent, unless agreed in advance in writing by both parties.

5. The fee due to the Consultant under this Contract shall be as follows:

Multiple Instalments: The total fee of _____ shall be paid in accordance with the following deliverables:...

For payment of the above instalments, certification of satisfactory performance and/or delivery of Outputs at each phase is required.

The payment of the above fee is contingent on the satisfactory delivery by the Consultant of the Outputs outlined in the ToR. Payments shall be initiated only after IOM's receipt and approval of the agreed Outputs.

6. The fee due shall be paid to the personal bank account indicated by the Consultant below. This fee shall be final and not subject to revision.

8. By signing below, the Consultant:

(a) acknowledges and agrees that they have read and accepted the terms of this Contract and its relevant documents incorporated by reference, which form an integral part of this Contract.

(b) attests that they have not been convicted of any criminal offence and that they have not been

involved, by act or omission, in the commission of any violation of international human rights law or international humanitarian law.

(c) attests that they did not separate from IOM, an organization of the United Nations common system, or any other previous employment, for any of the following reasons: abandonment of post, misconduct, dismissal, non-renewal or termination of appointment for unsatisfactory

service, and/or resignation pending investigation or disciplinary action.

(d) attests that they are not engaged in any other activities that give rise to a conflict of interest with their duties and obligations to IOM.

Name: _____ Name: _____

Title: _____

IOM Office: _____

Signed: _____ Signed: _____

Date: _____ Date: _____

6.2 Contract Form with General Conditions of Contract, in case of service providers

SERVICE AGREEMENT
between the
International Organization for Migration
and
[Name of the Service Provider]
on
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, a related organization of the United Nations, acting through its [insert office name, e.g., Mission in XXX], [Address of the Office], represented by [Name, Title of Director, CoM, HoO], hereinafter referred to as “**IOM**,” and [Name of the Service Provider], [Address], represented by [Name, Title of the representative of the Service Provider], hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

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

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

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

In the event of conflict between the provisions of any Annex and the terms of the main body of the Agreement, the latter shall prevail.

2. Services

- 2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):
- 2.2 The Service Provider shall commence the provision of Services from [date] and fully and satisfactorily complete them by [date].
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

3. The Service Fee shall be paid based on the following payment schedule:

3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).

3.2 The Service Fee

3.1 The first instalment of in the amount of USD **XXX (amount in words)** shall become due after IOM’s verification of successful completion of the following activities:

[list deliverables tied to this payment]

The second instalment of in the amount of USD **XXX (amount in words)** shall become due after IOM’s verification of successful completion of the following activities: [list deliverables tied to this payment]

The third instalment of in the amount of USD **XXX (amount in words)** shall become due after IOM’s verification of successful completion of the following activities: [list deliverables tied to this payment]

- a. The Service Provider shall invoice IOM in accordance with the payment schedule above.”
- b. The Service Fee shall become due **[insert number of days in numbers] ([write figure in words])** days after IOM’s receipt and approval of the invoice.
- c. Payment shall be made in **[Currency code]** by **[bank transfer]** to the following bank account:
 - Bank Name:
 - Bank Branch:
 - Bank Account Name:
 - Bank Account Number:
 - Swift Code:
 - IBAN Number:

3.5 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.

3.6 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

4. Warranties

4.1 The Service Provider warrants that:

- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
- (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
- (c) In all circumstances it shall act in the best interests of IOM;
- (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
- (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
- (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes

aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;

- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement;
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

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

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution;
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM;
- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit;
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract;
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information;
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 The Service Provider further warrants that it shall:

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

- c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA;
- d) Ensure that the SEA provisions are included in all subcontracts;
- e) Adhere to above commitments at all times.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

5. Assignment and Subcontracting

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in whole or in part, unless agreed in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 Notwithstanding such written approval from IOM, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between any subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains liable as a primary obligor under this Agreement, and it shall be directly responsible to IOM for any faulty performance under any subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

6. Delays, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
 - a. Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.
 - b. As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

- c. IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee or agent of IOM.

8. Audit

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

9. Confidentiality

- 9.1 All information which comes into the Service Provider's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Service Provider shall not communicate such information to any third party without the prior written approval of IOM. The Service Provider shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers, stores or otherwise processes any personal data in the performance of this Agreement. These obligations shall survive the expiration or termination of this Agreement.
- 9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position of the Service Provider's contact person]

[Service Provider's address]

Email: [Service Provider's email address]

12. Dispute Resolution

- 12.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
- 12.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved by conciliation by one conciliator in accordance with the UNCITRAL Conciliation Rules of 1980. Article 16 of the UNCITRAL Conciliation Rules does not apply.
- 12.3. In the event that such conciliation is unsuccessful, either Party may submit the dispute, controversy or claim to arbitration no later than 3 (three) months following the date of termination of conciliation proceedings as per Article 15 of the UNCITRAL Conciliation Rules. The arbitration will be carried out in accordance with the 2010 UNCITRAL arbitration rules as adopted in 2013. The number of arbitrators shall be one and the language of arbitral proceedings shall be English, unless otherwise agreed by the Parties in writing. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award will be final and binding.
- 12.4. The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction. Internationally accepted general principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts. Dispute resolution shall be pursued confidentially by both Parties. This Article survives the expiration or termination of the present Agreement.

13. Use of IOM Name, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.

15. Indemnity

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

16. Waiver

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

17. Termination

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.

- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.
- 17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

18. Severability

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

19. Entire Agreement

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

20. Final Clauses

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties- Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of
The International Organization for Migration

For and on behalf of
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place:

SECTION 7: PROPOSAL FORMS

Form A: Proposal Confirmation

Form B: Checklist

Form C: Technical Proposal Submission

Form D: Proposer Information (Vendor Information Sheet)

Form E: Joint Venture/Consortium/Association Information (if applicable)

Form F: Eligibility and Qualification

Form G : Format Technical Proposal

Form H: Statement of Availability

Form I: Financial Proposal Submission

Form J: Format for Financial Proposal

Note: If you need the templates above in word please contact eva@iom.int

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	<input type="checkbox"/>
▪ Form D: Proposer Information (Vendor Information Sheet)	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information (if applicable)	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Proposal	<input type="checkbox"/>
▪ Form H: Statements of availability	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents to indicate that the proposer is a legally registered entity?	<input type="checkbox"/>

Financial Proposal:

▪ Form I: Financial Proposal Submission	<input type="checkbox"/>
▪ Form J: Financial Proposal	

FORM C: TECHNICAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter @.	Date:	Click or tap to enter a date.
RFP reference:	EVA-2023-02.		

We, the undersigned, offer to supply the services required for the Evaluation of IOM's contribution to the Migration Dialogue for Southern Africa (MIDSA) Inter-State Consultation Mechanisms in accordance with your Request for Proposals No. EVA-2023-02.. We hereby submit our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

BIDDER'S DECLARATION OF CONFORMITY¹⁶

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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

¹⁶ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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 .
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	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.
<input type="checkbox"/>	<input type="checkbox"/>	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

Please complete the Vendor Information Sheet, which can be downloaded here:

https://www.iom.int/sites/g/files/tmzbd1486/files/vendor_information_sheet_vis.pdf

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION (if applicable)

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	EVA-2023-02		

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.

<p>Name of leading partner</p> <p>(with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)</p>	<p>Click or tap here to enter text.</p>
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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: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 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:	EVA-2023-02		

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

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> 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.

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:	EVA-2023-02		

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 Relevance of specialised knowledge and experience on similar evaluations, in and outside the region.
- 1.2 Three examples of similar work
- 1.3 Three references

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 A detailed workplan
- 2.3 Comments and suggestions on the Terms of Reference, if any.
- 2.4 The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.
- 2.5 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.
- 2.6 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.
- 3.2 For each of the key personnel provide the CV

FORM H: STATEMENT OF AVAILABILITY

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	RFP-EVA-2023-2		

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 I: FINANCIAL PROPOSAL SUBMISSION

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	EVA-2023-02		

We, the undersigned, offer to provide the services for the Evaluation of IOM's contribution to the Migration Dialogue for Southern Africa (MIDSA) Inter-State Consultation Mechanisms in accordance with your Request for Proposal No. EVA-2023-02 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 J: FORMAT FOR FINANCIAL PROPOSAL

Name of Proposer:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	EVA-2023-02		

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: USD

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:				