

REQUEST FOR PROPOSAL (RFP)

Recruitment of a Consulting Firm for the Final Evaluation of Project LM0516

Request for Proposal for the Recruitment of a Consulting Firm to Conduct the
Independent Final Evaluation of the Project "Promoting Intra-Regional Labour
Migration for Local Development in West African Countries" (Project LM0516)

RFP Ref: 30000032042
25 August 2026

Country: Guinea

Date:

SECTION 1: LETTER OF INVITATION

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

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

Section 1: This Letter of Invitation
Section 2: Instruction to Proposers
Section 3: Data Sheet
Section 4: Evaluation Criteria
Section 5: Terms of Reference/Statement of Works
Section 6: Conditions of Contract and Contract Forms
Section 7: Proposal Forms

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



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 iompublicprocurementgn10@iom.int no later than **14/09/2026**., 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:

SECTION 2: INSTRUCTIONS TO PROPOSERS

GENERAL	
1. Scope	Proposers are invited to submit a proposal for the services/works specified in Section 5: Terms of Reference/Scope of Works, in accordance with this Request for Proposal (RFP). A summary of the scope of the proposal is included in Section 3: Data Sheet. Proposers shall adhere to all the requirements of this RFP, including any amendment made in writing by IOM. This RFP is conducted in accordance with Policies and Procedures of IOM.
2. Interpretation of the RFP	Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of the proposal by IOM. IOM is under no obligation to award a contract to any proposer as a result of this RFP.
3. Supplier Code of Conduct	All proposers must read the United Nations Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the IOM. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct may be found at: https://www.ungm.org/Public/CodeOfConduct.
4. Eligible proposers	Proposers shall have the legal capacity to enter into a binding contract with IOM. A proposer, and all parties constituting the proposer, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A proposer shall be deemed to have the nationality of a country if the proposer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. All proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by IOM to provide consulting services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation and other documents to be used for the procurement of the services required in the present procurement process. Proposers shall not be eligible to submit a proposal if at the time of proposal submission: ● is included in the Ineligibility List, hosted by UNGM, 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.

5. Proprietary information	The RFP documents and any Terms of Reference or information issued or furnished by IOM are issued solely for the purpose of enabling a proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to proposers shall remain the property of IOM. All documents which may form part of the proposal will become the property of IOM, who will not be required to return them to your firm.
6. Publicity	During the RFP process, a proposer is not permitted to create any publicity in connection with the RFP.
SOLICITATION DOCUMENTS	
7. Clarification solicitation documents	Proposers may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official. IOM will provide the responses to clarifications through the method specified in Section 3: Data Sheet. IOM shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IOM. to extend the submission date of the proposals, unless IOM deems that such an extension is justified and necessary.
8. Amendment solicitation documents	At any time prior to the deadline for proposal submission, IOM may for any reason, such as in response to a clarification requested by a proposer, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective proposers. If the amendment is substantial, IOM may extend the deadline for submission of proposals to give the proposers reasonable time to incorporate the amendment into their proposal.
PREPARATION OF PROPOSALS	
9. Cost of preparation of proposal	The proposer shall bear all costs related to the preparation and/or submission of the proposal, regardless of whether its proposal is selected or not. IOM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
10. Language	The proposal, as well as any and all related correspondence, exchanged by the proposer and IOM, shall be written in the language(s) specified in Section 3: Data Sheet.
11. Documents establishing eligibility and qualifications of the proposer	The proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a proposer, its qualifications must be documented to IOM's satisfaction.
12. Technical proposal format and content	The proposer is required to submit a technical proposal using the forms provided in Section 7 and taking into consideration the requirements in the RFP.

	The technical proposal shall not include any price or financial information. A technical proposal containing material financial information may be declared non-responsive.
13. Financial proposal	The financial proposal shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. Any output and activities described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items as well as in the final total price. Prices and other financial information must not be disclosed in any other place except in the financial proposal.
14. Currencies	All prices shall be quoted in the currency or currencies indicated in Section 3: Data Sheet. Where proposals are quoted in different currencies, for the purposes of comparison of all proposals: ● IOM will convert the currency quoted in the proposal into the IOM preferred currency, in accordance with the IOM Operational Rate of Exchange on the date of the bid closure. ● In the event that IOM selects a proposal for an award that is quoted in a currency different from the preferred currency in Section 3: Data Sheet, IOM shall reserve the right to award the contract in the currency of IOM's preference, using the conversion method specified above.
15. Duties and taxes	The International Organization for Migration is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All quotations shall be submitted net of any direct taxes and any other taxes and duties. All proposals shall be submitted net of any direct taxes and any other taxes and duties unless otherwise specified in Section 3: Data Sheet
16. Proposal period validity	Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of proposals. A proposal valid for a shorter period may be rejected by IOM and rendered non-responsive. During the proposal validity period, the proposer shall maintain its original proposal without any change, including the availability of the key personnel, the proposed rates and the total price. In exceptional circumstances, prior to the expiration of the proposal validity period, IOM may request proposers to extend the period of validity of their proposals. The request and the responses shall be made in writing and shall be considered integral to the proposal. If the proposer agrees to extend the validity of its proposal, it shall be done without any change to the original proposal but will be required to extend the validity of the proposal security, if required, for the period of the extension, and in

	compliance with Article 17 (Proposal security) in all respects. The proposer has the right to refuse to extend the validity of its proposal without forfeiting the proposal security, if required, in which case, the proposal shall not be further evaluated.
17. Proposal security	Proposal security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in Section 3: Data Sheet. The proposal security shall be valid for a minimum of thirty (30) days after the final date of validity of the proposal. The proposal security shall be included along with the proposal. If proposal security is required by the RFP but is not found in the proposal, the offer shall be rejected. If the proposal security amount, or its validity period, is found to be less than is required by IOM, IOM shall reject the proposal. In the event an electronic submission is allowed in Section 3: Data Sheet, proposers shall include a copy of the proposal security in their proposal and the original of the proposal security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet. Unsuccessful proposers' proposal securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of proposal validity prescribed by IOM. pursuant to Article 16 (Proposal Validity Period). The Proposal security may be forfeited by IOM., and the proposal rejected, in the event of any, or combination, of the following conditions: ● If the proposer withdraws its offer during the period of the proposal validity specified in Section 3: Data Sheet, or; ● In the event the successful Proposer fails: - o to sign the contract after IOM. has issued an award; or - o 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.
18. Joint Consortium or Venture, Association	If the proposer is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the proposal, each such legal entity will confirm in their joint proposal that: ● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised agreement among the legal entities, which will be submitted along with the proposal; and ● if they are awarded the contract, the contract shall be entered into by and

	between IOM. and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. After the deadline for submission of proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IOM. If a JV, Consortium or Association's proposal is the proposal selected for award, IOM. will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities. The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Article 19 (Only one Proposal) herein in respect of submitting only one proposal. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IOM.. A JV, Consortium or Association, in presenting its track record and experience, should clearly differentiate between: ● Those that were undertaken together by the JV, Consortium or Association; and ● Those that were undertaken by the individual entities of the JV, Consortium or Association. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials. JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
19. Only one proposal	The proposer (including the individual members of any Joint Venture) shall submit only one proposal, either in its own name or as part of a Joint Venture. Proposals submitted by two (2) or more proposers shall all be rejected if they are found to have any of the following: ● they have at least one controlling partner, director, or shareholder in common; or ● any one of them receive or have received any direct or indirect subsidy

	from the other/s; or ● they have the same legal representative for purposes of this RFP; or ● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence the proposal of another proposer regarding this RFP process; ● they are subcontractors to each other's proposal, or a subcontractor to one proposal also submits another proposal under its name as lead proposer, or some key personnel proposed to be in the team of one proposer participates in more than one proposal received for this RFP process. This condition relating to the personnel does not apply to subcontractors being included in more than one proposal.
20. Alternative proposals	Unless otherwise specified in Section 3: Data Sheet, alternative proposals shall not be considered. If submission of alternative proposals is allowed in Section 3: Data Sheet, a proposer may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, IOM reserves the right to award a contract based on an alternative proposal. If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal". If no indication is provided as to which proposal is the main proposal and which is/are the alternative proposal(s), then all proposals will be rejected.
21. Pre-proposal conference	When appropriate, a pre-proposal conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the pre-proposal conference is mandatory, a Proposer which does not attend the pre-proposal conference shall become ineligible to submit a proposal under this RFP. If it is stated in Section 3: Data Sheet that the pre-proposal conference is not mandatory, non-attendance shall not result in disqualification of an interested proposer. IOM will not issue any formal answers to questions from proposers regarding the RFP or proposal process during the pre-proposal conference. All questions shall be submitted in accordance with Article 38 (Clarification of Proposals). The pre-proposal conference shall be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers responsibility) proposers shall not rely upon any information, statement or representation made at the pre-proposal conference unless that information, statement or representation is confirmed by IOM in writing. Minutes of the pre-proposal conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the

	minutes of the proposer's conference or issued/posted as an amendment to RFP.
22. Site inspection	When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet. If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a proposer who does not attend the site inspection shall become ineligible to submit a proposal under this RFP. If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested proposer. Proposers participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the proposers to participate in a site inspection. Prior to attending a site inspection, proposers shall execute an indemnity and a waiver releasing OIM in respect of any liability that may arise from: (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. IOM will not issue any formal answers to questions from proposers regarding the RFP or solicitation process during a site inspection. All questions shall be submitted in accordance with Article 7 (Clarification of solicitation documents). A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 24 (Proposers Responsibility), proposers shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by IOM in writing.
23. Errors or omissions	Proposers shall immediately notify IOM in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults. Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.
24. Proposers responsibility to inform themselves	Proposers shall be responsible for informing themselves in preparing their proposal. In this regard, proposers shall ensure that they: ● examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP; ● review the RFP to ensure that they have a complete copy of all documents;

	● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry; ● verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with IOM, its employees or agents; ● attend any pre-proposal conference if it is mandatory under this RFP; ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services; and ● form their own assessment of the nature and extent of the services required as included in Section 5: Terms of Reference and properly account for all requirements in their proposal. Proposers acknowledge that IOM, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the proposers.
25. No material change(s) in circumstances	The proposer shall inform IOM of any change(s) of circumstances arising during the RFP process, including but not limited to: ● a change affecting any declaration, accreditation, license or approval; ● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the proposer or its major sub-contractors; ● a change to any information on which IOM may rely in assessing proposals.
SUBMISSION AND OPENING OF PROPOSALS	
26. Instruction for proposal submission	The proposer shall submit a complete proposal in the format and comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The proposal shall be delivered according to the method specified in Section 3: Data Sheet. The proposal shall be signed by the proposer or person(s) duly authorized to commit the proposer. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the proposing entity, or, if requested, a Power of Attorney, accompanying the proposal. Proposers must be aware that the mere act of submission of a proposal, in and of itself, implies that the proposer fully accepts the IOM General Conditions of Contract.

27. Deadline proposal submission	for Complete proposals must be received by IOM in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposal should be submitted, refer to http://www.timeanddate.com/worldclock/. It shall be the sole responsibility of the proposers to ensure that their proposal is received by the closing date and time. IOM shall accept no responsibility for proposals that arrive late due to the courier company or any technical issues and shall only recognise the actual date and time that the proposal was received by IOM. IOM may, at its discretion, extend this deadline for the submission of proposals by amending the solicitation documents in accordance with Article 8 (Amendment of solicitation documents). In this case, all rights and obligations of IOM and proposers subject to the previous deadline will thereafter be subject to the new deadline as extended.
28. Withdrawal, substitution modification proposals	and of A proposer may withdraw, substitute or modify its proposal after it has been submitted at any time prior to the deadline for submission by sending a written notice to IOM, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION". However, after the deadline for proposal submission, the proposals shall remain valid and open for acceptance by IOM for the entire proposal validity period, as may be extended. Proposals requested to be withdrawn prior to the deadline for submission of the proposals shall be made available for collection by the proposer that submitted it within 15 days of its withdrawal. Otherwise, IOM shall have the right to discard such proposal unopened without further notice to the proposer. IOM shall not be responsible to return the proposal to the proposer at IOM's cost.
29. Storage proposals	of 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.
30. Proposal opening	Proposals will be opened by an ad-hoc panel consisting of at least two staff members and where at least one individual is not involved in the subsequent stages of the procurement process. There will be separate proposal openings for technical and financial proposals. Proposers may attend the opening of the proposals if stated in Section 3: Data Sheet. The proposers' names and submitted documents shall be announced and recorded on the technical proposal opening report, which will be available for viewing only to proposers who have submitted a proposal for a period of thirty days from the date of opening. Information not included in the proposal opening

	report will not be provided to proposers. Once the technical evaluation has been completed, the financial proposals will be opened. During the financial proposal opening, the proposers' names and the prices stated in the financial proposal shall be announced and recorded on the financial proposal opening report. No proposal shall be rejected during proposal opening, except for late proposals.
31. Late proposals	Any proposal received by IOM after the deadline for submission of proposals will be destroyed unless the proposer requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned proposal documents. In exceptional circumstances, late proposals may be accepted if it is determined that the submission was sent in ample time prior to the proposed closing and the delay could not be reasonably foreseen by the proposer or was due to force majeure.
EVALUATION OF PROPOSALS	
32. Confidentiality	Information relating to the examination, evaluation, and comparison of proposals, and the recommendation of contract award, shall not be disclosed to proposers or any other persons not officially concerned with such process, even after publication of the contract award. Any effort by a proposer or anyone on behalf of the proposer to influence IOM in the examination, evaluation and comparison of the proposals or contract award decisions may, at IOM's decision, result in the rejection of its proposal and may subsequently be subject to the application of prevailing IOM's vendor sanctions procedures.
33. Evaluation proposals	of IOM shall evaluate a proposal using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted. IOM shall conduct the evaluation solely on the basis of the submitted technical and financial proposals. Evaluation of proposals shall be undertaken in the following steps: 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.
34. Preliminary examination	IOM shall examine the proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the proposals are generally in order, among other indicators that may be used at this stage. IOM reserves the right to reject any proposal at this stage.
35. Evaluation	of The eligibility and qualification of the proposer will be evaluated against the

eligibility and qualification	minimum eligibility and qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible proposers).
36. Evaluation of technical and financial proposals	The evaluation team shall review and evaluate the technical proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in Section 4: Evaluation Criteria. A proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in Section 3: Data Sheet. When necessary, and if stated in the Data Sheet, IOM may invite technically responsive proposers for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the proposal document where required. In the second stage, only the financial proposals of those proposers who achieve the minimum technical score will be opened for evaluation. The evaluation method that applies for this RFP shall be as indicated in Section 3: Data Sheet, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Proposers; or (b) the combined scoring method which will be based on a combination of the technical and financial score. When the Data Sheet specifies a combined scoring method, the formula for the rating of the proposals will be as follows: <u>Rating the Technical Proposal (TP):</u> $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$ <u>Rating the Financial Proposal (FP):</u> $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$ <u>Total Combined Score:</u> $\text{Combined Score} = (\text{TP Rating}) \times (\text{Weight of TP, e.g. } 70\%) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., } 30\%)$
37. Post-qualification	IOM reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the proposer. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: 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.
38. Clarification of proposals	IOM may request clarification or further information in writing from the proposers at any time during the evaluation process. The proposers' responses shall not contain any changes regarding the substance or price of the proposal, except to confirm the correction of arithmetic errors discovered by IOM in the evaluation of the proposals, in accordance with Instructions to Proposers Article 23 (Errors or omissions). IOM may use such information in interpreting and evaluating the relevant proposal but is under no obligation to take it into account. Any unsolicited clarification submitted by a proposer in respect to its proposal which is not a response to a request by IOM, shall not be considered during the review and evaluation of the proposals.
39. Responsiveness of proposal	IOM's determination of a proposal's responsiveness is to be based on the contents of the proposal itself. A substantially responsive proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: 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. 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.
40. Nonconformities, reparable errors and omission	Provided that a proposal is substantially responsive, IOM may waive any non-conformities or omissions in the proposal that, in the opinion of IOM., do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other proposers. Provided that a proposal is substantially responsive IOM may request the proposer to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the

	proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the proposal. Failure of the proposer to comply with the request may result in the rejection of its proposal. For financial proposals that have been opened, IOM shall check and correct arithmetical errors as follows: 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. If the proposer does not accept the correction of errors, its proposal shall be rejected and its proposal security may be forfeited.
41. Right to accept any proposal and to reject any or all proposals	IOM reserves the right to accept or reject any proposals, and to annul the proposal process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected proposer or proposers or any obligation to inform the affected proposer or proposers of the grounds for IOM.'s action. IOM shall not be obliged to award the contract to the lowest-priced offer.
AWARD OF CONTRACT	
42. Award criteria	Prior to expiration of the proposal validity, IOM shall award the Contract to the qualified proposer based on the award criteria indicated in Section 3: Data Sheet.
43. Right to vary requirement at time of award	At the time the contract is awarded, IOM reserves the right to increase or decrease the quantity of services originally specified in Section 5: Terms of Reference, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the proposal and the solicitation document.
44. Notification of award	Prior to the expiration of the period of proposal validity, IOM will notify the successful proposer in writing by email, fax or post, that its proposal has been accepted. Please note that the proposer, if not already registered at the appropriate level in UNGM, will be required to complete the vendor registration process on the UNGM prior to the signature and finalization of the contract.
45. Debriefing	In the event that a proposer is unsuccessful, the proposer may request a debriefing from IOM. The purpose of the debriefing is to discuss the strengths and weaknesses of the proposer's submission, in order to assist the proposer in improving its future proposals for IOM procurement opportunities. The content of other proposals and how they compare to the proposer's submission shall not be discussed.

46. Performance security	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 discharge the proposal securities of the unsuccessful proposers pursuant to Article 17 (Proposal security). Failure of the successful proposer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the proposed security. In that event IOM may award the contract to the next lowest ranked proposer.
47. Bank guarantee for advance payment	Except when the interests of IOM so require, it is IOM's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the proposer shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the IOM comptroller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
48. Liquidated Damages	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.
49. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to mscu@iom.int

SECTION 3: DATA SHEET

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

Ref. Article in Section 2		Specific Instructions / Requirements
1.	Scope	The reference number of this Request for Proposal (RFP) is 30000032042 The services include the recruitment of a Consulting Firm to Conduct the Independent Final Evaluation of the Project "Promoting Intra-Regional Labour Migration for Local Development in West African Countries" (Project LM0516) as further described in Section 5 of this RFP. Based on the results of this competitive solicitation exercise, IOM. intends to enter into a service agreement with the successful proposer(s) for the provision of an indefinite quantity of the specified services in support of IOM.'s operations
4.	Eligible proposers	Bidders from all countries are eligible to bid. Choose an item.
7.	Clarification of solicitation documents	Contact details for clarification of solicitation documents: Focal Person: Procurement & Logistics Unit Address: Camayenne, Rue Di 009 Immeuble Louis Honore , près de la souk E-mail address: bothiam@iom.int; slawaliamani@iom.int ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSAL SUBMISSION AS SET OUT BELOW (see Data Sheet Article 26). Deadline for submitting requests for clarifications / questions: Date: 25-Sept 2026 at 5: 30 PM Manner of disseminating supplemental information to the RFP and responses / clarifications to queries: Direct communication to prospective proposers by email bothiam@iom.int; slawaliamani@iom.int
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	Submitting proposals for parts or sub-parts of the TOR is:

		Not allowed
Choose an item.14 .	Currencies	Prices shall be quoted in USD
15.	Duties and taxes	All prices shall: Be exclusive of VAT and other applicable indirect taxes.
Choose an item.16 .	Proposal validity period	120 days
Choose an item.17 .	Proposal security	Not Required Choose an item.
20.	Alternative proposals	Shall not be considered..
21.	Pre-proposal conference	Will not be conducted
Choose an item.22 .	Site inspection	A site inspection will not be held.
Choose an item.26 .	Instructions for proposal submission	Allowable manner of submitting proposals: ** Submission through the IOM e-Procurement System 1. Registered Suppliers All registered suppliers shall access the IOM Supplier Portal through the following link: https://supplier-portal.iom.int Suppliers are strongly encouraged to use a desktop or laptop computer to ensure optimal system performance. In case of login difficulties, suppliers are advised to use the "Forgot Password" function to reset their access credentials. Suppliers shall review the details of this solicitation and submit their proposals electronically through the IOM Supplier Portal. Prior to submission, suppliers must ensure that their supplier profile is complete, valid, and up to date, including all mandatory supporting

		documentation required under the solicitation requirements. Any supplier profile that is incomplete, outdated, or non-compliant may result in the disqualification of the proposal. 2. New Suppliers Suppliers not yet registered with IOM who wish to participate in this solicitation or in future procurement opportunities must first complete the supplier registration process through the link provided below and submit all required supporting documents in accordance with the eligibility and evaluation requirements. Supplier Registration Link: https://supplier-portal.iom.int NB : Follow the instructions provided in PowerPoint Guide No. 1: <i>Profile Registration and Management Guide</i> to create an account and obtain the necessary login credentials. The guide is available at the following link: <i>Profile Registration and Management Guide</i>. https://www.iom.int/sites/g/files/tmzbd1486/files/1010/226079/user-guide-for-suppliers_guide_englis... Upon completion of the registration process, new suppliers shall: • Access the IOM Supplier Portal (https://supplier-portal.iom.int/) using their newly created credentials; • Upload all required and valid supporting documents to their supplier profile; • Ensure that all information provided is accurate, complete, and up to date prior to proposal submission. Only suppliers with an approved, complete, and compliant supplier profile will be considered eligible for evaluation. ** Submission by Email: The Technical Proposal shall be sent in a separate email with the mandatory subject line: 30000032042 _Technical Proposal The Financial Proposal shall be sent in a separate email with the mandatory subject line: 30000032042 _Financial Proposal Distinct, separate emails for the technical and financial proposals are requested in order to be able to evaluate them separately. Non-compliance with this instruction shall result in rejection of the proposal received. Proposal submission address: iompublicprocurementgn10@iom.int PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY
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		OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC). ▪ File Format: Pdf ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 20 MB ▪ Mandatory subject of email: ✓ 30000032042 _Technical Proposal ✓ 30000032042 _Financial Proposal ▪ If the Proposal consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ Multiple emails must be clearly identified by indicating in the subject line "email no. X of Y", and the final "email no. Y of Y." ▪ It is recommended that the entire Proposal be consolidated into as few attachments as possible. ▪ The proposer should receive an email acknowledging email receipt.
27.	Deadline for proposal submission	Date: 30-Sep-26 Time: 11: 59 PM Time zone: GMT
30.	Proposal Opening	☐ Public proposal opening will not be held
36.	Evaluation of technical and financial proposals	Evaluation will be based on: ☐ Lowest price method (selects the lowest evaluated financial proposal of the technically responsive Proposers) ☐ Combined scoring method using a distribution of 70%-30%. Technical proposal - financial proposal
43.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 0 % The maximum percentage by which quantities may be decreased is 0 % This clause is not applicable as the consulting services are not procured based on quantities that can be increased or decreased.
	Contract award to one or more proposer	IOM will award a contract to: One Bidder Only
Choose	Type of contract	C1 Service Agreement

an item.	to be awarded	See Section 6: for sample contract.
	Expected date for commencement of contract	TBD
	Conditions of contract to apply	C1 Service Agreement See Section 6.
47.	Performance Security	10% of the contract amount The performance security shall be submitted within <i>Seven (7)</i> days after receipt of the contract. The performance security will be in the same currency as stipulated in Article 14 (Currencies). The Performance Security shall be in the form of a Bank Guarantee as set out in Section 6.
48.	Advance payment	Not allowed
49.	Liquidated damages	Will be imposed as follows: Choose an item. Percentage of contract price per week of delay: 0,5 % up to a maximum of 10% of the Contract value, after which IOM may terminate the contract.
	Other information related to the RFP	<u>Deliverables, payment schedule:</u> -<i>Inception Report: 20%</i> -<i>Draft Evaluation Report: 40%</i> -<i>Final Evaluation Report and Annexes: 40%</i>

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	The bidder must also indicate the validity period of its offer.

Minimum Eligibility and Qualification Criteria

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

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

Eligibility Criteria	Documents to establish compliance
Proposer is a legally registered entity	Form D: Proposer Information
Proposer belongs to a diverse supplier group, including micro, small or medium sized enterprise, women or youth owned business or other.	Form D: Proposer Information
Vendor is not suspended, nor otherwise identified as ineligible by any UN Organization, the World Bank Group or any other International Organisation in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Technical Proposal Submission

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:	
The consulting firm should have at least five (5) years of demonstrated professional experience in conducting evaluations, research studies, or assignments of a similar nature.	Form F: Eligibility and Qualification
Minimum of (03) three contracts of similar value, nature and complexity implemented over the last years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification
Financial Standing:	
Liquidity: the ratio Average current assets / Current liabilities over the last 3 years must be equal or greater than 1. Proposers must include in their Proposal audited balance sheets cover the last two years	Copy of audited financial statements for the last three years. / Form F: Eligibility and Qualification
Turnover: Proposers should have annual sales turnover of minimum USD 100 000 for the last three years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Copy of audited financial statements for the last three years. Form F: Eligibility and Qualification

Technical Evaluation Criteria

Summary of technical proposal evaluation sections		Points obtainable
1.	Proposer's qualification, capacity and experience	20
2.	Proposed methodology, approach and implementation plan	30
3.	Management structure and key personnel	20
	Total	70

Section 1. Proposer's qualification, capacity and experience		Points obtainable
1.1	Reputation of organisation and staff credibility / reliability / industry standing	5
1.2	General organisational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted.	10
1.3	Relevance of specialised knowledge and experience on similar engagements done in the region / country	5
Total Section 1		20

Section 2. Proposed methodology approach and implementation plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	10
2.2	Description of the Proposer's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	10
2.3	Details on how the different service elements shall be organised, controlled and delivered	10
Total Section 2		30

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	7
3.2	Qualifications of key personnel proposed	
3.2 a	Team Leader	5
	● General experience	
	● Specific experience relevant to the assignment	
	● Regional / international experience	

	● Language qualifications	
3.2 b	Senior Expert	5
	● General experience	
	● Specific experience relevant to the assignment	
	● Regional / international experience	
	● Language qualifications	
3.2 c	Junior Expert	3
	● General experience	
	● Specific experience relevant to the assignment	
	● Regional / international experience	
	● Language qualifications	
Total Section 3		20

Supporting Documents Requirements

As part of the technical proposal, bidders shall submit all supporting documents listed below and forms to fill out in section 7. Failure to provide any of the required documents may result in the proposal being considered non-responsive. The submitted documentation should demonstrate the bidder's legal status, financial capacity, technical competence, organizational capability, and experience relevant to the assignment. The required documents include:

- (i) A copy of a valid government permit, license, or registration certificate applicable to the bidder's line of business;
- (ii) Audited financial statements for the last three (3) years;
- (iii) A technical approach and methodology demonstrating the bidder's understanding of the nature and scope of the assignment; (iv) an implementation (work) plan and management plan;
- (iv) Evidence of specific experience and expertise relevant to the assignment;

- (v) (vii) Information on the organization structure and key staffing proposed for the assignment. All documents must be submitted in English and be valid at the time of submission.

SECTION 5: TERMS OF REFERENCE



Evaluation Terms

of Reference

Independent External Final Evaluation of the project “Promoting Intra-Regional Labour Migration for Local Development in West African Countries”

Project title	Promoting intra-regional labour migration for local development in West African countries - Migration for Development Program (MDP)
IOM project ID	LM0516
Donor	Italian Agency for Development Cooperation (AICS)
Countries	Guinea, Senegal, Guinea-Bissau and The Gambia
Implementing Agency	International Organization for Migration (IOM)
Project duration	36 months + approved three-month No-Cost Extension 1 August 2023 – 31 October 2026.
Total approved project budget	EUR 4,000,000
Estimated Level of Effort	Approximately 60 working days

Commissioned by: International Organization for Migration (IOM) Guinea Country Office.

Managed by: The evaluation will be managed by the IOM Guinea Country Office, through the designated Evaluation Manager, in coordination with the regional project management structure based in Guinea and the participating IOM Country Offices in Senegal, Guinea-Bissau and The Gambia. Technical support may be provided by relevant IOM regional units, including the Regional M&E function, where appropriate.

1-Evaluation Context:

Across West Africa, human mobility remains an important livelihood strategy and contributes to income diversification, skills circulation, regional integration and local development. However, the developmental benefits of labour mobility continue to be constrained by high youth unemployment, limited access to decent work, skills mismatches, weak labour market information systems and uneven institutional capacities to govern labour migration effectively. These challenges are often more pronounced among young people, women and populations living in economically vulnerable, rural or border areas.

In response to these challenges, the Migration for Development Programme (MDP), funded by the Italian Agency for Development Cooperation (AICS) and implemented by the International Organization for Migration (IOM), is being implemented in Guinea, Senegal, Guinea-Bissau and The Gambia between August 2023 and October 2026, including an approved three-month No-Cost Extension. Building on the achievements and lessons of the earlier AICS-funded YDLA and SLED initiatives, the programme aims to contribute to sustainable local development and improved livelihoods through strengthened labour migration governance and the promotion of safe, orderly and regular intra-regional labour mobility.

The project's overall objective is to contribute to the safe mobility of youth within and across Guinea, Guinea-Bissau, Senegal and The Gambia by matching intra-regional labour demand and supply. It is structured around two mutually reinforcing outcomes: (i) governments adopt evidence-based policies and strategies in labour migration governance; and (ii) youth across countries find job opportunities in identified strategic economic sectors, especially in rural and border areas. To achieve this, the intervention combines policy support, institutional strengthening, youth employability, entrepreneurship development, private sector engagement, diaspora engagement and regional cooperation.

The intervention involves a broad range of stakeholders. AICS is the donor. IOM Guinea leads the project, while the IOM Country Offices (COs) in The Gambia, Guinea-Bissau and Senegal contribute to country-level implementation. Government institutions, national and local technical coordination structures, local authorities, employment services, vocational training centres, universities, private sector actors, civil society organizations, NGOs, diaspora groups, migrant associations and returning migrants contribute to policy dialogue, coordination, outreach, technical support, local ownership and implementation support. The main beneficiaries and targeted groups include youth, diaspora actors, local communities, returning migrants, entrepreneurs and participating national institutions.

During implementation, an internal mid-term performance review was conducted to assess project performance and relevance and to identify recommendations to improve project delivery and management during the remaining implementation period. As the project approaches its closure, an independent external final evaluation will be conducted to assess the results achieved, the project's contribution to observed changes, the sustainability of its outcomes, and the lessons learned for future programming in the areas of labour migration governance, youth

employment, local development and regional cooperation. The evaluation will support accountability to the donor and key stakeholders, while also contributing to institutional learning and informing the design of future interventions.

2-Evaluation purpose and objective:

The overall **purpose** of this independent final external evaluation is to provide an objective and evidence-based assessment of the overall performance, contribution and strategic relevance of

the MDP at the end of its implementation cycle. The evaluation is being conducted at this stage to assess the extent to which the project achieved its intended results, how these results were produced, and whether they are likely to be sustained beyond the period of donor funding.

Specifically, the evaluation will serve three complementary purposes. First, it will support accountability by assessing the use of financial, technical and human resources in relation to achieved results. Second, it will support learning by identifying enabling factors, implementation constraints, good practices and lessons relevant to future programming. Third, it will contribute to strategic decision-making by generating practical recommendations for future interventions related to labour migration governance, youth employment, diaspora engagement, entrepreneurship, local development and regional cooperation.

The **main objective** of the evaluation is to assess the project's relevance, coherence, effectiveness, efficiency, impact and sustainability, in line with the OECD-DAC evaluation criteria and IOM/UNEG evaluation standards. It will also examine the integration of cross-cutting principles, including gender equality, youth participation, disability inclusion, human rights, environmental sustainability and the principle of Leave No One Behind.

The primary **users** of the evaluation will include AICS, participating national institutions, IOM Country Offices Guinea, Guinea-Bissau, Senegal and The Gambia, the IOM Regional Office for West and Central Africa and relevant institutional partners. Secondary users may include local authorities, civil society organizations, private sector actors, academic institutions, development partners and project beneficiaries. The findings will be used to inform future programme design, strengthen institutional learning, guide future policy dialogue and support accountability for results.

3-Evaluation scope:

The evaluation will cover the project “Promoting Intra-Regional Labour Migration for Local Development in West African Countries”, implemented under the Migration for Development Programme, Project Code LM0516. It will assess the project's design, implementation processes, achievements, constraints, lessons and contribution to expected results across its full implementation period.

The time scope will cover the period from 1 August 2023 to 31 October 2026, including the approved three-month No-Cost Extension. Particular attention will be given to whether the extension enabled completion of outstanding activities, strengthened project closure processes, contributed to consolidation of results and enhanced prospects for sustainability.

Geographically, the evaluation will cover the four participating countries: Guinea, Senegal, Guinea-Bissau and The Gambia. It will consider interventions implemented at regional, national and local levels. The regional project as a whole will constitute the primary unit of analysis, while country-level interventions will be examined as contributing components. The evaluation will identify common patterns, country-specific findings and the added value of the regional approach. The final selection of field sites will be confirmed during the inception phase.

The thematic scope will include labour migration governance, institutional capacity strengthening, labour market information, youth employability, diaspora engagement, entrepreneurship, private sector engagement, local economic development and regional cooperation. Subject to confirmation during the inception phase, the evaluation will include field visits to all implementing countries, subject to security clearance and operational feasibility.

The evaluation will not re-evaluate the earlier YDLA and SLED programmes, but may consider them as background for assessing continuity, complementarity and cumulative learning. It will also consider the internal mid-term performance review, including the extent to which its findings and recommendations informed subsequent implementation and results.

The assessment of impact will focus on emerging or higher-level changes to which the project may plausibly have contributed, rather than on direct attribution or definitive long-term impact.

The evaluation is expected to generate evidence-based findings, conclusions, lessons learned, good practices and practical recommendations. Cross-cutting themes will be considered throughout the evaluation, particularly gender equality, youth inclusion, disability inclusion, human rights, environmental sustainability and Leave No One Behind.

4-Evaluation criteria:

The evaluation will be guided by the following OECD-DAC evaluation criteria:

- Relevance: Responsiveness to needs, priorities and context;
- Coherence: Compatibility with other interventions;
- Effectiveness: Achievement of intended results;
- Efficiency: Results in relation to resources used;
- Impact: Long-term changes and outcomes;
- Sustainability: Likelihood of continued benefits and institutionalization.

All six criteria will be considered. Their relative emphasis and application may be refined during the inception phase, taking into account the evaluation purpose, available evidence, evaluability and methodological feasibility. For the impact criterion, the assessment of impact will focus on the project's contribution to observed changes rather than direct attribution, given the complexity of migration, employment and local development processes. Cross-cutting principles will be integrated across the evaluation criteria rather than treated as isolated issues.

5-Evaluation questions:

Relevance:

- To what extent did the project respond to the labour migration, employment and local development priorities of Guinea, Senegal, Guinea-Bissau and The Gambia?
- How well did the project address the needs of young people, women, migrants, returning migrants, diaspora actors and local communities?
- To what extent did the project design incorporate measures to address barriers faced by women, youth and persons with disabilities in accessing and benefiting from project interventions?
- To what extent was the project's implicit theory of change appropriate and realistic in relation to the regional and country contexts?
- Did the project remain relevant throughout implementation, including during the No-Cost Extension period?

Coherence:

- To what extent was the project coherent with relevant national development strategies, labour migration policies, employment strategies and regional frameworks?
- How effectively did the project build on the achievements and lessons of the previous AICS-funded YDLA and SLED programmes?
- What added value did the regional approach provide compared with separate country-level interventions?
- How effectively did the project complement other interventions implemented by IOM, AICS and other development partners?
- To what extent were the project's labour migration governance and youth employment and local development components coherent and mutually reinforcing?

Effectiveness:

- To what extent did the project achieve its expected outputs and outcomes?
- To what extent did the project contribute to strengthening institutional capacities, coordination mechanisms and evidence-based labour migration governance?
- To what extent did the project contribute to improving access to employment, employability, entrepreneurship and livelihood opportunities for young people?
- What factors enabled or constrained the achievement of project results?
- How did the No-Cost Extension contribute to completing and consolidating project activities and results?
- To what extent did the project ensure equitable access to and benefits from its interventions for women, youth, persons with disabilities and other vulnerable groups, in line with the Leave No One Behind principle?

Efficiency:

- To what extent were financial, technical and human resources used efficiently in relation to the results achieved?
- Were activities implemented within the planned timeframe and budget?
- How well did the project management, coordination and monitoring arrangements across the four countries support timely and efficient implementation?
- Did the regional implementation model create efficiencies, economies of scale or operational challenges?
- To what extent were adaptive management measures used effectively to respond to implementation challenges and changes in context?

Impact:

- What emerging or higher-level changes in labour migration governance, youth economic opportunities, safe labour mobility and local development may plausibly be associated with the project's contribution? To what extent did the project contribute to improved policy dialogue and labour migration governance?
- To what extent did the project contribute to improved employment and livelihood prospects among targeted groups?
- Were there any unintended positive or negative effects of the intervention?

Sustainability:

- To what extent are project results likely to continue beyond the end of donor funding?
- Have national institutions and local stakeholders demonstrated ownership of project outputs and processes?
- Are the capacities, partnerships, mechanisms and tools supported by the project likely to remain functional beyond the project closure?
- What factors may support or undermine the sustainability of results?
- To what extent are the results achieved in relation to gender equality, inclusion and the participation of vulnerable groups likely to be sustained beyond the end of the project?

Cross-cutting Questions:

- To what extent were gender equality, youth inclusion, disability inclusion and human rights integrated into the design and implementation of the project?

- To what extent did the project reach and benefit vulnerable or marginalized groups in a meaningful and equitable manner, consistent with the principle of Leave No One Behind?
- Were environmental considerations addressed where relevant?

The evaluation questions may be refined during the inception phase in consultation with the Evaluation Manager and, where relevant, the Evaluation Management Team, provided that their alignment with the evaluation purpose and criteria is maintained. The final evaluation questions and related sub-questions, criteria of judgment, indicators, data sources and methods will be presented in the Evaluation Matrix included in the Inception Report.

6-Evaluation methodology:

The methodological approach and methods outlined below are indicative and set out the minimum expectations for the evaluation. The selected consulting firm, through the Team Leader, will be expected to propose a detailed methodology in the technical proposal and further refine it during the inception phase, taking into account the evaluation questions, available evidence, stakeholder accessibility, operational feasibility, and the agreed timeframe and resources. The final methodology, including the sampling strategy, data collection tools and analytical approach, will be presented in the Inception Report.

For consulting firms, the technical proposal shall clearly describe how data collection activities across Guinea, Senegal, Guinea-Bissau and The Gambia will be coordinated and quality-assured under a common regional methodology. The proposal should explain the respective roles of the Team Leader and team members, arrangements for supervision and quality control, procedures for harmonizing data collection tools and interview protocols across countries, and measures to ensure consistency in data collection, analysis and reporting.

6.1 Evaluation approach:

The evaluation will be guided by a theory-based approach and utilization-oriented framework. It will employ a mixed-methods design combining qualitative and quantitative sources of evidence. The assessment will seek not only to determine whether the programme achieved its intended results, but also to understand how change occurred, under what conditions it occurred, and the extent to which observed changes may plausibly be associated with the project's contribution.

Given that no explicit Theory of Change is presented in the approved project proposal, the evaluation will be based on a reconstructed Theory of Change derived from the project's intervention logic, results framework, project documentation and stakeholder consultations. During the inception phase, the evaluator will be required to reconstruct and articulate this Theory of Change and include it in the Inception Report. The evaluation will subsequently assess the validity of the underlying assumptions, the coherence of the intervention logic, and the mechanisms through which the programme contributed to observed changes in labour migration governance, youth employment, entrepreneurship, local economic development and regional cooperation. Particular attention will be paid to identifying enabling and constraining factors that influenced implementation and results across the four participating countries.

Recognizing the complexity of labour migration and development processes, the evaluation will adopt a contribution analysis perspective. Rather than attempting to establish direct attribution, the

evaluation will assess the programme's contribution to observed changes and examine the plausibility of the links between project interventions and reported results.

The evaluation will be utilization-focused. Its design, implementation and reporting process will be guided by the information needs of the primary users of the evaluation, including IOM, AICS, participating governments and other key stakeholders. Findings, conclusions and recommendations will therefore be developed to support practical decision-making, organizational learning and future programme design.

6.2 Evaluability assessment:

During the inception phase, the evaluator shall conduct a brief evaluability assessment to determine whether the project design, intervention logic, results framework, monitoring systems, available documentation and stakeholder availability provide a sufficient basis for a credible and useful evaluation. Based on this assessment, the evaluator will refine the evaluation questions, Evaluation Matrix, sampling strategy, data collection methods and tools, analytical approach, workplan and proposed mitigation measures. Any significant methodological changes should be agreed with the Evaluation Manager and documented in the Inception Report..

6.3 Data collection methods:

The evaluation will draw upon multiple sources of evidence to ensure methodological rigor, reliability and triangulation of findings. Where a consulting firm is engaged, all data collection activities shall be implemented under a common methodological framework and quality assurance system to ensure comparability of findings across countries. The Team Leader shall be responsible for ensuring methodological consistency, data quality and adherence to agreed protocols throughout the evaluation process

1) Desk review

A comprehensive review of project documentation will be conducted, including:

- Project document and approved logframe;
- Project intervention logic and Results framework;
- Annual and periodic progress reports;
- Donor reports;
- Monitoring and performance data;
- Financial reports;
- Workplans and implementation records;
- Policy documents, studies and guidance materials produced or supported by the project;
- Communication and visibility materials;
- Previous evaluations, assessments and relevant literature.
- Key Informant Interviews

2) Semi-structured interviews will be conducted with a broad range of stakeholders, including:

- IOM Regional Office for West and Central Africa;
- IOM Country Offices in Guinea, Senegal, Guinea-Bissau and The Gambia;
- Representatives of AICS;

- Government institutions;
- Local authorities;
- Employment service providers;
- Universities and research institutions;
- Civil society organizations;
- Private sector actors;
- Other development partners and relevant stakeholders.

3) Focus group discussions (FGD)

Where feasible, FGDs will be conducted with selected categories of beneficiaries and stakeholders, including:

- Youth beneficiaries;
- Women beneficiaries;
- Entrepreneurs;
- Returning migrants;
- Representatives of local communities;
- Other relevant stakeholder groups identified during the inception phase.

4. Beneficiary survey

A structured beneficiary survey will be conducted with youth beneficiaries and participants in project-supported trainings and activities. This component will aim to:

- Capture beneficiaries' perceptions of employment opportunities, mobility and project relevance;
- Assess the extent to which beneficiaries effectively accessed and benefited from project-supported services and opportunities;
- Measure changes in knowledge, skills and employability following training and capacity-building activities;
- Evaluate levels of satisfaction with the quality, relevance and accessibility of services provided;
- Complement qualitative findings and strengthen the robustness of the evaluation through data triangulation.

Where relevant, the survey may be administered through face-to-face or digital data collection tools, and will ensure appropriate disaggregation (e.g. by sex, age and vulnerability).

5. Direct observation

Where operationally feasible, the evaluator may conduct field observations of project-supported facilities, services, training activities, institutional mechanisms and economic initiatives to complement documentary and interview-based evidence.

6.4 Sampling strategy:

The evaluator shall develop a sampling strategy during the inception phase. The sampling approach shall ensure sufficient coverage and comparability across the four participating countries while allowing for country-specific contextual analysis.

The sampling approach should ensure:

- Representation across Guinea, Senegal, Guinea-Bissau and The Gambia;
- Representation of different stakeholder categories;
- Representation of both governance-related and socio-economic interventions;
- Inclusion of women and young people;
- Inclusion of vulnerable and potentially marginalized groups where relevant;
- Inclusion of stakeholders operating at regional, national and local levels.

The final sampling framework shall be justified and documented in the Inception Report.

6.5 Data analysis:

Evidence will be analysed against the OECD-DAC evaluation criteria and the evaluation questions outlined in these Terms of Reference. An Evaluation Matrix will be developed during the inception phase to establish a clear link between:

- Evaluation questions;
- Indicators and assessment criteria;
- Data sources;
- Data collection methods;
- Analytical approaches.

Qualitative and quantitative evidence will be systematically triangulated across data sources, stakeholder groups and countries. Analysis will focus on relevance, coherence, effectiveness, efficiency, impact and sustainability; the validity and coherence of the reconstructed Theory of Change and intervention logic; the contribution of the No-Cost Extension; comparative findings across countries where appropriate; enabling and constraining factors; unintended effects; lessons learned, good practices and recommendations.

6.6 Cross-cutting themes and inclusive analysis:

The evaluation will integrate relevant IOM and UN cross-cutting principles throughout the evaluation process, including gender equality and women's economic empowerment, youth participation and inclusion, disability inclusion, human rights-based approaches, environmental sustainability where relevant, and Leave No One Behind.

The evaluation approach will be gender-responsive and rights-based. Data collection tools and analytical frameworks will be designed to identify differences in access, participation and benefits among various population groups. Where feasible and relevant, evaluation data will be disaggregated by sex, age, disability status, geographic location, stakeholder category and other relevant socio-economic characteristics.

6.7 Validation of findings:

Preliminary findings will be presented to IOM, AICS and relevant stakeholders through a debriefing session and/or validation workshop. The validation process will seek to verify factual accuracy, clarify outstanding issues, identify information gaps and strengthen the overall credibility

of the evaluation. Validation shall not imply stakeholder approval of the evaluator's independent conclusions or recommendations.

6.8 Limitations and mitigation measures:

Potential limitations may include variations in the quality and availability of monitoring data across countries, limited availability of some stakeholders during the evaluation period, logistical constraints associated with a four-country evaluation, language barriers requiring translation or interpretation, recall and social-desirability bias, and access constraints to specific locations due to operational or security considerations.

The evaluator shall identify any additional limitations during the inception phase and propose appropriate mitigation measures. All significant limitations and their potential implications for the evaluation findings shall be transparently documented in the inception report and the Final Evaluation Report.

7-Ethics, Norms and Standards for Evaluation:

The evaluation shall be conducted in accordance with the UNEG Norms and Standards for Evaluation, the UNEG Ethical Guidelines, the IOM Evaluation Guidelines and the IOM Data Protection Principles. IOM abides by UNEG norms and standards and expects all evaluation stakeholders to comply with relevant ethical requirements.

The evaluator may be requested to sign the UNEG Pledge of Commitment to Ethical Conduct in Evaluation, in addition to complying with the ethical provisions included in the consultancy contract. The evaluator shall ensure independence, impartiality, transparency, professional integrity, informed consent, confidentiality, voluntary participation and protection of personal data.

Personal data and sensitive information shall be collected, stored, analysed and reported in accordance with IOM Data Protection Principles. The evaluator shall apply the "Do No Harm" principle, particularly when engaging vulnerable groups, including women, youth, migrants, returning migrants and persons with disabilities. Any actual, potential or perceived conflict of interest shall be disclosed before the start of the assignment and immediately reported if it arises during implementation.

8-Evaluation deliverables :

The selected consulting firm shall be responsible for producing the following deliverables. The Team Leader shall ensure the overall quality, coherence and timely submission of all deliverables and shall serve as the primary point of contact with IOM throughout the evaluation process.

Deliverable	Description	Responsible Party
Inception Report	Refined methodology, evaluability assessment, reconstructed and articulated ToC, evaluation matrix, sampling strategy, workplan, data collection tools - Interview guides, focus group guides, surveys consent forms and other instruments, anticipated	Consulting Firm

Deliverable	Description	Responsible Party
	limitations and mitigation measures	
Preliminary Findings Presentation	Initial findings presented after data collection	Consulting Firm
Draft Evaluation Report	Full draft report with findings, conclusions, lessons learned and recommendations	Consulting Firm
Final Evaluation Report	Revised report integrating consolidated comments and including annexes	Consulting Firm
Evaluation Brief	Concise summary prepared according to the IOM template	Consulting Firm
Final Presentation	PowerPoint presentation of methodology, findings, conclusions and recommendations	Consulting Firm
Management Response Matrix	Recommendations inserted to support IOM management response	Consulting Firm / IOM
Optional Communication Product	Webinar material, short learning presentation or infographic, subject to available resources	Consulting Firm / IOM

All deliverables shall be prepared in English and submitted electronically in editable format. Data collection tools shall be translated or adapted into the languages required for data collection (including French, Portuguese and other relevant languages, as applicable), as agreed during the inception phase. The final evaluation report shall clearly distinguish findings, conclusions, lessons learned and recommendations.

9-Specifications of roles :

Evaluation Manager:

The Evaluation Manager, designated by IOM Guinea, will oversee the overall evaluation process and serve as the primary focal point for the consulting firm. The Evaluation Manager will facilitate access to project documentation and stakeholders, coordinate communication with participating Country Offices, review evaluation deliverables, consolidate comments from relevant stakeholders and ensure compliance with IOM and UNEG evaluation standards.

Independent External Evaluator / Evaluation Team:

The evaluation shall be conducted by an independent consulting firm composed of a Team Leader and qualified team members, as appropriate. The consulting firm will be responsible for the design and implementation of the evaluation methodology, data collection, analysis and reporting. The Team Leader shall ensure the overall coordination, methodological consistency and quality assurance of the evaluation across the four participating countries.

The consulting firm shall prepare all evaluation deliverables, including the Inception Report, Draft Evaluation Report, Final Evaluation Report, Evaluation Brief and presentations. The consulting firm, through the Team Leader, shall retain full responsibility for the findings, conclusions, lessons learned and recommendations presented in the evaluation report.

Neither the consulting firm nor any proposed team member shall have been involved in the design or implementation of the project. The consulting firm and all team members shall declare any

actual, potential or perceived conflict of interest prior to the commencement of the assignment and immediately disclose any such conflict arising during the course of the evaluation

IOM Country Offices and Project Team:

IOM Country Offices in Guinea, Senegal, Guinea-Bissau and The Gambia will facilitate access to relevant stakeholders, project documentation and field locations, as appropriate. The Project Team will provide technical and operational information, monitoring data and factual clarifications requested during the evaluation process. Neither the Project Team nor participating Country Offices shall influence the independent judgement of the consulting firm or any member of the evaluation team.

Stakeholders:

Representatives of government institutions, AICS, local authorities, civil society organizations, academic institutions, private sector actors, development partners and project beneficiaries may participate in interviews, surveys, focus group discussions, consultations and validation processes. Their participation will be voluntary and based on informed consent.

Quality Assurance:

Quality assurance will be integrated throughout the evaluation process. Evaluation deliverables will be reviewed by the Evaluation Manager and relevant IOM stakeholders to ensure compliance with the Terms of Reference, IOM Evaluation Guidelines and UNEG standards. Comments will be consolidated and shared with the Team Leader as a single coordinated response. Feedback will focus on factual accuracy, methodological rigor and clarity of analysis while preserving the independence of the evaluation.

Communication and Coordination:

Regular communication will be maintained between the Evaluation Manager and the Team Leader throughout the assignment to monitor progress, address operational issues and facilitate timely delivery of agreed outputs.

10-Time schedule:

The evaluation is expected to be completed within approximately **60 working days**, over an indicative period of three months from contract signature. The final schedule will be agreed during the inception phase.

For consulting firms, the proposed timetable should clearly indicate how activities across Guinea, Senegal, Guinea-Bissau and The Gambia will be coordinated, including whether country-level data collection will be conducted in parallel or through a phased deployment of team members. The Team Leader shall be responsible for ensuring coordination, methodological consistency and quality assurance across all participating countries.

Activity	Responsible party	Number of working days	Timing
Contract signature and kick-off	IOM / Consulting firm	1	Week 1

Activity	Responsible party	Number of working days	Timing
<i>meeting</i>			
<i>Inception phase: Desk review, evaluability assessment and preparation of tools</i>	<i>Consulting firm</i>	10	Weeks 1–2
<i>Submission and approval of Inception Report</i>	<i>Consulting firm / IOM</i>	5	Weeks 2–3
<i>Field missions and stakeholder consultations</i>	<i>Consulting firm</i>	20	Weeks 4–7
<i>Data analysis and triangulation</i>	<i>Consulting firm</i>	8-10	Weeks 7–8
<i>Preliminary findings presentation</i>	<i>Consulting firm</i>	2	Week 8
<i>Draft Evaluation Report</i>	<i>Consulting firm</i>	7	Weeks 9–10
<i>Review and consolidated comments</i>	<i>IOM / Stakeholders</i>	5	Week 11
<i>Final Evaluation Report and presentation</i>	<i>Consulting firm</i>	5	Week 12
<i>Evaluation Brief and Management Response Matrix</i>	<i>Consulting firm / IOM</i>	3	Week 12

The schedule may be adjusted depending on stakeholder availability, operational constraints and logistical considerations. Where appropriate, the consulting firm may deploy team members concurrently across countries in order to optimize data collection and ensure timely completion of the evaluation.

11-Evaluation budget:

The evaluation budget will be determined in accordance with IOM procurement and contracting procedures. Applicants shall submit a detailed financial proposal covering all costs associated with the assignment, including professional fees, travel costs, daily subsistence allowance (DSA), translation and interpretation services, data collection costs, survey implementation, field logistics, communication expenses, administrative support and any other operational or reimbursable expenses required for the successful completion of the evaluation.

The selected consulting firm shall be fully responsible for all operational, logistical and administrative arrangements necessary for the implementation of the evaluation across the four participating countries. All associated costs shall be included in the financial proposal.

IOM will facilitate access to project documentation, relevant stakeholders and participating Country Offices, and may support the coordination of meetings and field visits where appropriate. However, IOM will not cover operational or logistical costs incurred by the consulting firm in the implementation of the evaluation.

Payment milestones will be linked to the satisfactory completion and formal acceptance of agreed deliverables, in accordance with the consultancy contract

12-Evaluation requirements:

The evaluation shall preferably be conducted by an independent consulting firm composed of a Team Leader and one or more qualified team members, with demonstrated expertise in programme evaluation, migration and development, labour migration governance, youth employment, local economic development and regional programming. Neither the firm nor any proposed team member shall have been involved in the design or implementation of the project. The consulting firm and all team members shall declare any actual, potential or perceived conflict of interest prior to the commencement of the assignment and immediately disclose any such conflict arising during the course of the evaluation.

Key profiles

Team leader/lead evaluator should demonstrate:

- Advanced university degree in evaluation, development studies, migration studies, economics, public policy, international relations, social sciences or another relevant field;
- At least 08 years of professional experience in evaluating international development programmes;
- Proven experience conducting evaluations for UN agencies, bilateral donors or international organizations;
- Strong knowledge of OECD-DAC criteria, UNEG standards and theory-based evaluation approaches;
- Demonstrated experience in mixed-methods evaluations, including quantitative and qualitative data collection and analysis;
- Familiarity with migration governance, labour mobility, youth employment, entrepreneurship or local development;
- Experience in West Africa or comparable regional contexts;
- Strong analytical, writing, facilitation and communication skills;
- Excellent command of English and French; knowledge of Portuguese is highly desirable, particularly for data collection and stakeholder engagement in Guinea-Bissau, although it is not a mandatory requirement.

Evaluation Team Members

Team members should collectively demonstrate:

- Relevant expertise in migration, labour markets, youth employment, entrepreneurship, local development, M&E or related fields;

- Experience conducting field research, interviews, focus group discussions and beneficiary surveys;
- Knowledge of the context of at least one of the participating countries (Guinea, Senegal, Guinea-Bissau or The Gambia);
- Ability to collect data in the relevant working languages of the assignment;
- Strong analytical and communication skills.

Language Requirements of evaluation team members :

The evaluation team shall collectively demonstrate:

- Excellent command of English and French;
- Portuguese language capacity is highly desirable to support consultations and data collection in Guinea-Bissau;
- Ability to work through translators or national research assistants when local languages are required.

13-Use, Dissemination and Follow-up of Evaluation Results:

The evaluation is expected to support both accountability and learning. To this end, the findings, conclusions and recommendations will be shared with key evaluation users, including IOM, AICS, participating Country Offices, national counterparts and other relevant stakeholders.

Following acceptance of the Final Evaluation Report, IOM will prepare and complete a Management Response Matrix, identifying whether recommendations are accepted, partially accepted or not accepted, and specifying follow-up actions, responsible persons and indicative timelines. The Evaluation Manager will coordinate the completion of the management response and support regular follow-up on the implementation of agreed recommendations.

The Final Evaluation Report, Evaluation Brief and Management Response may be submitted for inclusion in the IOM Evaluation Repository, in accordance with IOM evaluation policy and applicable quality requirements. Where the evaluation contains sensitive information, appropriate restrictions on dissemination may be applied.

Evaluation results may also be disseminated through internal and external learning events, including webinars, stakeholder workshops, brief presentations, knowledge-sharing sessions, infographics or other communication products, depending on available resources and communication needs. The use of the evaluation should be considered from the planning stage to ensure that findings are accessible and actionable for intended users.

14-Final Provisions:

These Terms of Reference establish the scope, objectives, methodology and management arrangements for the independent external final evaluation of the Migration for Development

Programme: Promoting Intra-Regional Labour Migration for Local Development in West African Countries.

The consulting firm/evaluation team shall conduct the assignment in accordance with the principles of independence, impartiality, transparency, professional integrity and ethical conduct. The findings, conclusions and recommendations presented in the Final Evaluation Report shall remain the independent professional judgement of the consulting firm/evaluation team and shall not necessarily reflect the views of IOM, AICS, participating governments or other stakeholders.

SECTION 6: CONDITIONS OF CONTRACT AND CONTRACT FORMS

6.1 Contract Form with General Conditions of Contract

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

- 1.1 The Service Provider agrees to provide IOM with [insert brief description of services] in accordance with the terms and conditions of this Agreement and its Annexes, if any.
- 1.2 The following documents form an integral part of this Agreement: [add or delete as required]
 - (a) **Annex A** - Terms of Reference and Delivery Schedule
 - (b) **Annex B** - Price Schedule

- (c) **Annex C** - Advance Payment Bank Guarantee Template
- (d) **Annex D** – Performance Security Template
- (e) **Annex E** – IOM Terms and Conditions for European Union Funded Service Type Agreements

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 IOM the following services (the “**Services**”):

[Outline services to be provided. Where relevant, include location and how frequently etc. services are to be provided. List all the deliverables and their date of submission, if applicable. Description needs to be as detailed as possible to provide for a reliable yardstick to measure compliance. It may be necessary to attach a description of the Services as an Annex.]

- 2.2 The Service Provider shall commence the provision of Services from **[date]** and fully and satisfactorily complete them by **[date]**.

- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.4 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 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 Provider shall invoice IOM upon completion of all the Services. The invoice shall include: **[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]**

3.3 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.

3.4 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:

Any change to the bank account shall be formalized by an amendment to this Agreement.

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. Advance Payment Bank Guarantee and Performance Security

4.1 Advance Payment Bank Guarantee (IF APPLICABLE)

The Service Provider shall provide IOM with a bank guarantee to secure the requested advance payment (the "Bank Guarantee") in an amount equivalent to the total amount advanced to be issued by a reputable bank or financial entity acceptable to IOM, based on the template in Annex E, or as otherwise accepted by IOM in writing. The Bank Guarantee shall be effective until [insert date of Services completion], following which the Bank Guarantee will be discharged by IOM. IOM shall not be obliged to make any advance payment until the Bank Guarantee is received and approved by IOM.

4.2 Performance Security (IF APPLICABLE)

4.2.1 The Service Provider shall provide IOM with a performance security in the amount equivalent to 10% (ten percent) of the Service Fee, to be issued by a reputable bank or surety company in a form acceptable to IOM (the "Performance Security").

4.2.2 The Performance Security shall serve as the guarantee for the Service Provider's satisfactory performance and compliance with the terms and conditions of this Agreement. The amount of the Performance Security shall not be construed as the limit of the Service Provider's liability to IOM in any event. The Performance Security shall be effective from the date of commencement of the Services until [insert a date 30 days from the completion of Service Provider's obligations] following which it will be released by IOM.

5. Warranties

5.1 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 will maintain reasonable and appropriate organizational, administrative, physical, and technical safeguards to ensure the integrity and confidentiality of the information shared pursuant to this Agreement. The safeguards shall be designed to protect against any foreseeable threats or risks to the security and integrity of such information as well as the unauthorized access, use or disclosure thereof. If requested by IOM at any time during the term of this Agreement, the Service Provider shall provide IOM with copies of its policies, protocols, records, and other relevant materials implementing the safeguards;
- (h) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
- (i) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- (j) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and

archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM;

- (k) It is not included in the most recent United Nations Security Council Consolidated 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;
- (l) 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 United Nations Security Council Consolidated List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are allegations or suspicions 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.

5.2 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. The Service Provider shall immediately inform IOM of any allegation or suspicion that the following practice may have occurred or exist:

- (a) fraudulent practice, defined as any act or omission, including misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, a natural or legal person in the procurement process or the execution of a contract party 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.
- (b) corrupt practice defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another natural or legal person in the procurement process or in contract execution, such as through bribery.
- (c) collusive practice defined as an arrangement between two or more bidders, or other natural or legal persons designed to achieve an improper purpose, including influencing improperly the actions of another natural or legal person or artificially altering the results of the procurement process to obtain a financial gain or other benefit.
- (d) coercive practice defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any natural or legal person or the property of any such person to influence improperly its actions or impact the execution of a contract.
- (e) obstructive practice defined as acts or omissions intended to materially impede the exercise of IOM's contractual rights of audit, investigation and/or access to information, including 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.

- (f) unethical practice defined as a practice contrary to the IOM Unified Staff Regulations and Rules or UN Supplier Code of Conduct, such as those relating to conflict of interest, gifts, hospitality, post-employment provisions, abuse of authority, harassment, discriminatory or exploitative practices or practices inconsistent with the rights set forth in the Convention on the Rights of the Child.
- (g) money laundering practice defined as the conversion or transfer of property knowing that such property is derived from any offence(s), for the purpose of concealing or disguising the illicit origin of the property or of assisting any persons who are involved in such offence(s) to evade the legal consequences of their actions. Property shall include, but not be limited to money.

5.3 **Protection from Sexual Exploitation, Abuse, and Harassment**

The Service Provider further warrants that it shall:

- (a) Take all appropriate measures to prevent sexual exploitation and sexual abuse (SEA), as those terms are defined in section 1 of ST/SGB/2003/13 (the "SG Bulletin"),¹ and sexual harassment (SH), as that term is defined in section 1 of the UN System Model Policy on Sexual Harassment,² by its employees or sub-contractors, consultants, interns or volunteers associated with or working on behalf of the Service Provider to perform activities under this Agreement ("Associated Personnel");
- (b) accept and follow the standards of conduct listed in section 3 of the SG Bulletin;
- (c) Promptly and confidentially report to IOM any allegations or suspicions of SEA or SH concerning its employees or Associated Personnel; promptly investigate any credible allegations of SEA or SH concerning its employees or Associated Personnel, and inform IOM of the outcome of such investigation; take appropriate corrective measures, including imposing disciplinary measures on any of its employees or Associated Personnel who has committed SEA or SH, and inform IOM of such corrective measures;
- (d) Provide to IOM, on written request, all relevant information to determine whether the Service Provider has taken appropriate investigative and corrective action in cases of SEA or SH. Failure to take appropriate investigative or corrective action to the satisfaction of IOM shall constitute material breach of this Agreement;

¹ Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse dated 9 October 2003, [N0355040.pdf \(un.org\)](#)

² UN System Model Policy on Sexual Harassment, [CEB Model Policy \(unsceb.org\)](#)

- (e) Ensure that the SEA and SH provisions contained in this Article are included in all sub-contracts related to this Agreement;
- (f) Adhere to the provisions of this Article for the duration of this Agreement.

5.4 Child Safeguarding

Where the Service Provider's work involves direct or indirect contact with children, defined as any engagement or interaction with individuals under eighteen (18) years of age, whether in person, remotely, or through access to their personal information, the Service Provider warrants that it shall:

For the purpose of this Article, "Associated Personnel" means the Service Provider's subcontractors, consultants, interns, or volunteers, associated with or working on behalf of the Service Provider, who perform activities under this Agreement.

- (a) Maintain robust child safeguarding measures to prevent child safeguarding violations, defined as any act of commission or omission that causes or is likely to cause harm, exploitation, or abuse to a person under the age of 18,³ by its employees and Associated Personnel throughout the term of this Agreement;
- (b) Promptly and confidentially report any allegations or suspicions of child safeguarding violations involving its employees or Associated Personnel via the ["We Are All In Platform"](https://weareallin.iom.int) (<https://weareallin.iom.int>);
- (c) Promptly investigate (or refer to the appropriate authorities) any allegations of child safeguarding violations involving its employees or Associated Personnel, and inform IOM of the outcome of such investigation;
- (d) Implement appropriate corrective measures in the event of any child safeguarding violations to the satisfaction of IOM; and
- (e) Upon written request, provide IOM with all information relevant to determining whether the Service Provider has taken appropriate investigative and corrective action in cases of child safeguarding violations.

5.5 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, its employees or its Associated Personnel, of any provision contained in Articles 5.1, 5.2, 5.3 or 5.4 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

³ This includes, but is not limited to, physical violence, sexual violence, exploitation or abuse, emotional and psychological abuse, neglect or negligent treatment, economic exploitation, and privacy violations.

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.

- 5.6 IOM shall have the right to investigate any allegations (including but not limited to child safeguarding violations SEA, SH, fraud and corruption) involving the Service Provider, its employees or its Associated Personnel, notwithstanding related investigations undertaken by the Service Provider or national authorities. The Service Provider shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, the Service Provider's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant access to the Service Provider's premises at reasonable times and on reasonable conditions in connection with such access to the Service Provider's personnel and relevant documentation. The Service Provider shall require its agents, including, but not limited to, the Service Provider's attorneys, accountants or other advisers, to reasonably cooperate with any such investigations carried out by IOM.

6. Assignment and Subcontracting

- 6.1 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.
- 6.2 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.

7. Delays, Defaults and Force Majeure

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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 18 (Termination) shall apply.

8. 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.

9. 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.

10. Confidentiality

- 10.1 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.
- 10.2 Notwithstanding the previous paragraph, IOM may disclose the terms of this Agreement and information related to this Agreement, including but not limited to the name and address of the Service Provider, the title of the contract/project, the nature and purpose of the contract/project, and the amount of the contract/project to the extent as required by IOM's donors or auditors or in relation to IOM's reporting mechanisms and commitment to any initiative for transparency and accountability of funding received by IOM, provided that any such disclosure will be in accordance with the policies, instructions and regulations of IOM.

11. 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.

12. 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]
Address: [IOM's address]
Email: [IOM's email address]

[Full name of the Service Provider]

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

Address: [Service Provider's address]
Email: [Service Provider's email address]

13. Dispute Resolution

- 13.1 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.
- 13.2 In the event that the dispute, controversy or claim is not 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 it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.
- 13.3 In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
- 13.4 All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
- 13.5 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 (including the UNIDROIT Principles of International Commercial Contracts) for 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.
- 13.6 This Article survives the expiration or termination of the present Agreement.

14. 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)).

15. 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.

16. 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.

17. 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.

18. Termination

- 18.1 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.
- 18.2 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.
- 18.3 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.

18.4 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.

19. 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.

20. 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.

21. Final Clauses

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with the Article on Termination.

21.2 Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

22. Special Provisions (Optional)

Due to the requirements of the donor financing the project, the Service Provider shall agree and accept the following provisions:

[Insert all donor requirements which must be flowed down to IOM's Service Providers and subcontractors. In case of any doubt, please contact LEGContracts@iom.int]

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:

6.3 Performance Security.

Performance Security (Bank Guarantee)

To: *[name and address of Employer]*

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made

between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

SECTION 7: PROPOSAL FORMS

Form A: Proposal Confirmation

Form B: Checklist

Form C: Technical Proposal Submission

Form D: Proposer Information

Form E: Joint Venture/Consortium/Association Information

Form F: Eligibility and Qualification

Form G: Format for Technical Proposal

Form H: Format for CV of proposed key personnel

Form I: Statement of Exclusivity and Availability

Form J: Financial Proposal Submission

Form K: Format for Financial Proposal

FORM A: PROPOSAL CONFIRMATION

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

To: Insert name of contact person

Email: Insert contact person's email - do not enter secure proposal email address

From: Insert name of proposer

Subject RFP reference [Click or tap here to enter text.](#)

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

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

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



Questions to the Supplier concerning the reasons for no proposal should be addressed to [Click or tap here to enter text.](#) **phone** [Click or tap here to enter number.](#), **email** [Click or tap here to enter text.](#).

FORM B: CHECKLIST

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

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

Technical Proposal:

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

Financial Proposal:

▪ Form J: Financial Proposal Submission	☐
▪ Form K: Financial Proposal	

FORM C: TECHNICAL PROPOSAL SUBMISSION

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

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

BIDDER'S DECLARATION OF CONFORMITY⁴

Yes	No	
☐	☐	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of IOM.
☐	☐	On behalf of the Supplier, I further represent and warrant that no official of IOM or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of IOM as an intergovernmental organization.
☐	☐	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent Consolidated United Nations Security Council Sanctions List (the "UN Sanctions List") or are the subject of any sanctions or other temporary suspension. The Supplier will immediately disclose to IOM if it or they become subject to any sanction or temporary suspension.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity

⁴ This form is mandatory to fill in and sign by every vendor who submits quotation

Yes	No	
		or other group associated with terrorism as per the UN Sanctions List and any other applicable anti-terrorism legislation.
☐	☐	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
☐	☐	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available at https://www.unhcr.org/Public/CodeOfConduct .
☐	☐	It is the responsibility of the Supplier to inform IOM immediately of any change to the information provided in this Declaration.
☐	☐	On behalf of the Supplier I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to abide by the terms of this Declaration for the duration of any contract entered into between the Supplier and IOM.
☐	☐	IOM reserves the right to terminate any contract between IOM and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM D: PROPOSER INFORMATION – (Attached you will find the latest vendor information sheet to fill out)

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

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

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

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

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

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

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

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

Name _____ of _____ partner: Name _____ of _____ partner:

Signature: _____ Signature: _____

Date: _____ Date: _____

Name _____ of _____ partner: Name _____ of _____ partner:

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION

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

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

History of Non- Performing Contracts

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

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years			
☐ Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client:	

		Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	
--	--	--	--

Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

Financial information (state currency)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			

Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio (current assets/current liabilities)			

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

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

FORM G: FORMAT FOR TECHNICAL PROPOSAL

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

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

Section 1: Proposer's qualification, capacity and expertise

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

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

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

1.4 Quality assurance procedures and risk mitigation measures.

1.5 Organization's commitment to sustainability.

Section 2: Proposed Methodology, Approach and Implementation Plan

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

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

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

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

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

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

2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

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

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

Section 3: Management Structure and Key Personnel

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

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

FORM H: FORMAT FOR CV OF PROPOSED KEY PERSONNEL

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

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

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

From	To	Company / Project / Position / Relevant technical and management experience

FORM I: STATEMENT OF EXCLUSIVITY AND AVAILABILITY

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

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

From	To
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

FORM J: FINANCIAL PROPOSAL SUBMISSION

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

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

Our attached Financial Proposal is for the sum of [Click or tap here to enter text.](#).

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

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

Name : _____

Title : _____

Date : _____

Signature : _____

[Stamp with official stamp of the Proposer]

FORM K: FORMAT FOR FINANCIAL PROPOSAL

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

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

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

Table 1: Summary of Overall Prices

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

Table 2: Breakdown of Professional Fees

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

Table 3: Breakdown of Other Costs

Description	Unit	of	Quantity	Unit Price	Total Amount
-------------	------	----	----------	------------	--------------

	Measure			
International flights	Return trip			
Subsistence allowance	Day			
Local transportation costs	Lump sum			
Out-of-pocket expenses				
Other costs (specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable / Activity

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