

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

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**SERVICES FOR**  
*FINAL EVALUATION OF  
ENHANCING CORPORATE RESPONSIBILITY IN ELIMINATING SLAVERY AND  
TRAFFICKING IN ASIA (CREST) PROJECT*

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Prepared by



**IOM Viet Nam Sub-Office in Ho Chi Minh City**  
**1b Phạm Ngọc Thạch, District 1,**  
**Hồ Chí Minh City, Viet Nam**

**6 June 2022**



**REQUEST FOR PROPOSALS**  
**RFP No.: *IOMHCMC01/2022***

**Mission:** *IOM Viet Nam, Sub-office in Ho Chi Minh City*

**Project Name:** *Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In Asia (CREST) Project*

**WBS:** *LM.0331.VN20.54.08.003*

**Title of Services:** *External final evaluation of Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In Asia (CREST) Project*

## Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider for the *Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In Asia (CREST) Project* for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/ Consulting Firms to provide Technical and Financial Proposal for the following Services: *External final evaluation of Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In Asia (CREST) Project*. More details on the services are provided in the attached Terms of Reference (TOR).

The bidder will be selected under a Quality –Cost Based Selection procedures described in this RFP.

The RFP includes the following documents:

- Section I. Instructions to Bidders
- Section II. Terms of Reference
- Section III. Scorecard for Evaluators
- Section IV. Standard Form of Contract

The Proposals must be delivered by email to [hcmc@iom.int](mailto:hcmc@iom.int) on or before 20 June 2022 at exactly 23:59 Indochina Time. **This application has extended to 23:59 pm (Indochina time) 27 June 2022.** No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Bidders.

[Bids Evaluation and Awards Committee](#)  
*IOM Viet Nam sub-office in Ho Chi Minh City*

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## **Section I - Instructions to Bidders**

### **1. Introduction**

- 1.1 Only eligible bidders may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 1.2 The bidder's costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.
- 1.3 Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.4 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidder.
- 1.5 IOM shall provide at no cost to the bidder the necessary inputs and facilities, and assist the bidder in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (see Section V. terms of reference).

### **2. Corrupt, Fraudulent, and Coercive Practices**

- 2.1 IOM Policy requires that all IOM Staff, bidders, manufacturers, suppliers or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IOM shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, IOM defines for purposes of this paragraph the terms set forth below as follows:
  - Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
  - Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation;
  - Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit;

- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

### **3. Conflict of Interest**

3.1 All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. A bidder may be considered to have conflicting interest under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder;
- A Bidder receives or has received any direct or indirect subsidy from another Bidder;
- A Bidder has the same representative as that of another Bidder for purposes of this bid;
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process;
- A Bidder submits more than one bid in this bidding process;
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject of the bid.

### **4. Clarifications and Amendments to RFP Documents**

4.1 At any time before the submission of the proposals, IOM may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all short-listed Service Providers/ Consulting Firms who have acknowledged the Letter of Invitation.

4.2. Service Providers/ Consulting Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation at least five (5) calendar days before the set deadline for the submission and receipt of Proposals. IOM will respond in writing or by standard electronic means to the said request and this will be made available to all those who acknowledged the Letter of Invitation without identifying the source of the inquiry.

### **5. Preparation of the Proposal**

5.1 A Bidder Proposal shall have two (2) components:

- a) the Technical Proposal, and
- b) the Financial Proposal.

Submit proposals via email to: [hcmc@iom.int](mailto:hcmc@iom.int)

5.2 The Proposal, and all related correspondence exchanged by the bidder and IOM, shall be in *English*. All reports prepared by the contracted bidder shall be in *English*.

5.3 The bidders are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

## 6. Technical Proposal

6.1 When preparing the Technical Proposal, Bidders must give particular attention to the following:

- a) If a Bidder deems that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Bidders may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- b) Proposed professional staff must, at a minimum, have the experience of at least *seven (7) years*, preferably working under conditions similar to those prevailing in the country of the assignment.

6.2 The Technical Proposal shall provide the following information using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).

- a) A brief description of the Firm and an outline of recent experience on assignments of a similar nature.
  - b) An understanding of the assignment, description of the approach and methodology to conduct the evaluation
  - c) Confirmation of workplan or suggested alternative in line with indicative workplan set out in the Terms of Reference
  - d) Detail of suggested team members if any and specific role in the evaluation
  - e) Latest CVs for each suggested team member; Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last seven years.
- 6.3 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP. Financial proposals should include the daily rates of all members of the evaluation team, any travel costs, daily subsistence allowance as well as any costs related to data collection or analysis.
- a) Bidders shall express the price of their services in United States of America Dollars (USD).
  - b) The Financial Proposal shall be valid for 60 calendar days. During this period, the Bidder is expected to keep available the professional staff for the assignment. IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to extend the validity period of the proposals, the Bidder has the right not to extend the validity of the proposals.
- 6.4 Excluding the CVs and any other annexes, the technical proposal should typically not exceed 10 pages.

## **7. Submission, Receipt, and Opening of Proposals**

- 7.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal such proposal shall be disqualified.
- 7.2 The original Proposal (both Technical and Financial Proposals) shall be prepared in PDF format.
- 7.3 Proposals must be received by IOM at the place, date and time indicated in the invitation to submit proposal or any new place and date established by the IOM. Any Proposal submitted by the Bidder after the deadline for receipt of Proposals prescribed by IOM shall be declared "Late," and shall not be considered by IOM.

## **8. Evaluation of Proposals**

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- 8.1 IOM will confirm receipt of proposals and if Bidders does not receive confirmation, then they should contact IOM to ensure that their proposal was received and accepted.
- 8.2 After the Proposals have been submitted, the Bidders that have submitted their Proposals are prohibited from making any kind of communication with IOM staff involved in the RFP. Any effort by the Bidders to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Bidders Proposal.
- 8.3 Clarifications may be requested from IOM in writing during the evaluation process of proposals and Bidders are expected to provide a response within three (3) working days

## 9. Evaluation of Technical and Financial Proposals

- 9.1 The entire evaluation process, including the submission of the results and approval by the approving authority, shall be completed in not more than sixty (60) calendar day after the deadline for receipt of proposals.
- 9.2 IOM shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RFP and by using the evaluation scorecard (Section III). Financial proposals should be aligned with the current market rates. Each responsive proposal shall be given a score based on the score card. The highest scored proposals (3-5) will be considered as part of the shortlist.
- 9.3 A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR.

## 10. Negotiations

- 10.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation is *4 July 2022 at IOM Viet Nam sub-office in Ho Chi Minh City, 1b Phạm Ngọc Thạch, District 1, Hồ Chí Minh City, Viet Nam.*
- 10.2 Negotiation will include: a) discussion and clarification of the Terms of Reference (TOR) and Scope of Services; b) Discussion and finalization of the methodology and work program proposed by the Bidder; c) Consideration of appropriateness of qualifications and pertinent compensation, number of man-months and the personnel to be assigned to the job, and schedule of activities (manning schedule); d) Discussion on the services, facilities and data, if any, to be provided by IOM; e) Discussion on the financial proposal submitted by the Bidder; and f) Provisions of the contract.

- 10.3 The financial negotiations will include clarification on the tax liability and the manner in which it will be reflected in the contract and will reflect the agreed technical modifications (if any) in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.
- 10.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, IOM expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, IOM shall require assurances that the experts shall be actually available. IOM will not consider substitutions during contract negotiation unless both parties agree that the undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that staff were referred in their proposal without confirming their availability the Bidder may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 10.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 10.6 The negotiations shall conclude with a review of the draft form of the Contract. In the case of a consulting firm, the contract which forms part of this RFP (Section IV) will be used. If negotiations fail, IOM shall invite the second ranked Bidder to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Bidders until the negotiation is successfully completed.

## 11. Award of Contract

- 11.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Bidder with the Highest Technically Rated Responsive Proposal within the available budget. Thereafter, the IOM shall promptly notify other Bidders on the shortlist that they were unsuccessful.
- 11.2 The Bidder is expected to commence the assignment on [1 August 2022](#).

## 12. Confidentiality

- 12.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidder who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IOM's anti-fraud and corruption policy.

## Section II –Terms of Reference

# External Final Evaluation Of Enhancing Corporate Responsibility in Eliminating Slavery and Trafficking in Asia (CREST) Project

**Commissioned by: IOM Viet Nam , Ho Chi Ming City Sub-office**

**Managed by: Elodie Jacoby, Monitoring, Evaluation, Accountability and Learning Officer,  
CREST, IOM Viet Nam**

## 1. Evaluation context

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

The private sector is increasingly working towards making their supply chains exploitation-free, in line with the UN Guiding Principles on Business and Human Rights (UNGPs). IOM is currently implementing the Corporate Responsibility in Eliminating Slavery and Trafficking (CREST) project. The project aims to realize the potential of businesses to uphold the human and labour rights of migrant workers in their operations and supply chains to achieve the [United Nations \(UN\) Sustainable Development Goals \(SDG\)](#) (particularly targets 8.7 and 10.7) and the [Global Compact for Migration](#) (GCM). The objective of the CREST programme is that businesses respect, promote and remedy the human and labour rights of migrant workers in Asia, in key industries and supply chains. Through the CREST project, IOM develops partnerships and projects with businesses to build stronger commitments to eliminate modern slavery, implement ethical recruitment standards that address migrant workers' vulnerabilities, and encourage collaboration across industries and stakeholders to achieve sustainable change. Project activities are designed to increase migrant workers' access to transparent information on employment terms and conditions, ethical recruitment services, enhanced worker voices, facilitate effective grievance mechanisms and address vulnerabilities exacerbated by the coronavirus disease-19 (COVID-19) pandemic. The intended outcomes of the CREST project are as follows:

- **Outcome 1: Commitment:** Private sector stakeholders commit to the elimination of modern slavery in their operations and supply chains in Asia
- **Outcome 2: Implementation:** Private sector partners are taking measures to implement ethical recruitment for the elimination of modern slavery in their operations and supply chains in Asia
- **Outcome 3: Collaboration:** Private sector stakeholders effectively collaborate with multi-stakeholder platforms to create an enabling environment for ethical recruitment and the elimination of modern slavery
- **Outcome 4: COVID-19 response:** Migrant workers and their families impacted by COVID-19 are more resilient and have increased access to safe, orderly and regular labour migration during recovery

IOM, under CREST, works directly with all actors in labour supply chains. With lead companies and brands, it aims to enhance transparency in international labour supply chains and address risks of exploitation and modern slavery in their business operations. With employers and labour recruiters, CREST's focus is to build the capacity to implement international standards on ethical recruitment and support services to migrant workers. The work with migrant workers and civil society aims at increasing migrant workers' access to transparent information on employment terms and conditions, ethical recruitment services, enhanced worker voice and effective grievance mechanisms. Additionally, it seeks to increase responses to and resiliency among migrant workers who have been affected by COVID-19.

With financial support from the Section for Regional Development Cooperation for Asia and the Pacific at the Embassy of Sweden in Thailand, the CREST initiative spans October 2017 to December 2022. It includes activities that are implemented by IOM missions in Bangladesh, Hong Kong SAR, China, Malaysia, the Philippines, Thailand, and Viet Nam. IOM also works with collaborating missions and implementing partners in additional origin and destination countries, namely, Cambodia, India, Indonesia, Japan, Lao People's Democratic Republic, Myanmar, Nepal, Republic of Korea and Sri Lanka. Besides that, funding is matched by contributions provided by private sector partners that IOM collaborates with under the CREST project.

In mid-2021, the CREST initiative underwent an independent mid-term evaluation following IOM evaluation standards and in line with donor agreements. The purpose of the evaluation was to provide an opportunity for organizational learning to improve future programming and introduce corrective measures to strengthen its ability to deliver high-level results. Following the completion of the mid-term evaluation and in consideration of the upcoming end date of the project, IOM plans to implement a final project evaluation from 1 August 2022 to 14 December 2022.

## 2. EVALUATION PURPOSE AND OBJECTIVE

The final external evaluation aims to assess the extent to which the project has achieved its aims and objectives and determine the relevance, effectiveness, coherence, efficiency, impact, and sustainability of project outcomes.

The specific objectives of the final summative evaluation are:

- To assess whether CREST's results contributed to reaching the intended outcomes and objective, including causal links between the project and observed effects;
- Identify the supporting factors and constraints that have led to achievement or lack of achievement;
- Assess the management and implementation of the project, including strengths and weaknesses of the project relating to planning, implementation, partner engagement, monitoring, communication and knowledge management;
- To establish key lessons learned and provide clear, specific and implementable recommendations to inform future project strategies.

The evaluation will be crucial to support the IOM and the Development Section of the Swedish Embassy in Thailand in measuring the effectiveness of the CREST project in

producing short-term, intermediate, and long-term results. The knowledge generated by the evaluation will also feed into the design of IOM's future intervention models and contribute to documenting management and delivery approaches. Beyond this, the evaluation will be institutionally relevant for IOM by identifying lessons learned and best practices relevant to business engagement on ethical recruitment and the elimination of modern slavery.

The final report and the final evaluation results will be made publicly available. IOM will share the results with the intended users of the report, including the Swedish Embassy in Thailand, IOM CREST implementing missions, relevant departments in IOM Headquarters, and the Evaluation Reference Group (ERG). The ERG is expected to include:

1. IOM representatives including the CREST Regional team (Project Manager, Monitoring and Evaluation Officer), Senior Regional Thematic Specialists from Labour Mobility and Social Inclusion (LMI), Protection (PxD) and Monitoring and Evaluation, Regional Office for Asia and the Pacific; Senior Representatives from LMI, PxD and Donor Relations Division (DRD) Private Sector Partnerships (PSP) in IOM Headquarters;
2. Donor representative(s) from the Swedish Embassy in Thailand and Swedish International Development Cooperation Agency (SIDA);
3. A representative from a relevant migrant-focused civil society organization.

### 3. Evaluation Scope

The scope of the final external evaluation is guided by the specific objectives as outlined in the above section. The evaluation will cover the project implementation period from 01 October 2017 until the commencement of the evaluation data collection (expected from end of August 2022 with evaluation starting on 1 August 2022). The review will also cover results from 33 IOM projects with 16 businesses and business associations that contribute to achieving CREST's outcomes and overall objective. It will also consider six linked-IOM projects which are operating in the field of migration, business and human rights which have co-funded activities linked to CREST's outcomes and outputs. Geographically, the evaluation will cover the activities of IOM implementing missions in Hong Kong SAR, China and five countries: Viet Nam, Thailand, Malaysia, the Philippines, Bangladesh and. The evaluations will also cover the collaborating origin and destination countries, including Cambodia, India, Indonesia, Japan, Lao People's Democratic Republic, Myanmar, Nepal, Republic of Korea and Sri Lanka. The final evaluation will also be expected to consider project revisions.

The independent external evaluation will focus primarily on the performance of the CREST project through OECD-DAC criteria of relevance, coherence, effectiveness, efficiency, impact and sustainability. The evaluation will also look at cross-cutting issues such as: gender, human rights, and the environment.

Considering the ongoing COVID-19 pandemic, the evaluation should consider constraints both regarding programmatic changes the project had to undertake and mobility

restrictions. This Terms of Reference considers IOM’s Evaluation<sup>2</sup> guidance on the ‘[Continuity of Monitoring and Evaluation Interventions during COVID-19](#)’ (version 8 April 2020). While data collection may be conducted virtually, the methodology should be adjusted to specific contexts. Where necessary, appropriate alternatives to field visits and data collection are recommended to ensure the continuation of monitoring and evaluation activities during this period.

#### 4. Evaluation criteria and questions

The following key OECD/DAC main evaluation criteria (plus three cross-cutting ones, gender, human rights, and environment) and questions will guide the evaluation. These should be adapted/supplemented by another set of detailed and specific sub-questions by the Evaluator in consultation with IOM before undertaking the evaluation.

Evaluation Criteria	Evaluation Question
<p><b>Relevance:</b> assessing to what extent the intervention objectives and design respond to beneficiaries’ global, country, and partner/institution needs, policies, and priorities, and continue to do so if circumstances change</p>	<ol style="list-style-type: none"> <li>1. To what extent did CREST’s objective and approach (including revisions) remain relevant to the needs of migrant workers and businesses, particularly concerning changing circumstances since the onset of the COVID-19 pandemic?               <ol style="list-style-type: none"> <li>1.1. To what extent have the project’s activities in response to COVID-19 addressed the primary migrant needs identified in its project outcomes?</li> </ol> </li> <li>2. How well did the project adapt to subsequent changes or advances in policies or priorities relevant to ethical recruitment in Asia?</li> </ol>
<p><b>Coherence:</b> assessing the compatibility of the intervention with other interventions in a country, sector, or institution.</p>	<ol style="list-style-type: none"> <li>3. How well did CREST use and facilitate interlinkages with and between relevant external stakeholders (UN agencies, businesses, business associations, civil society organizations, governments, migrant representatives)?</li> <li>4. What synergies did CREST develop with similar projects or initiatives carried out by IOM? Were efforts made to avoid duplication?</li> <li>5. Were there any gaps or untapped opportunities that CREST could have explored to strengthen the role of the private sector, public sector or civil society in contributing to the respect and protection of migrant worker rights?</li> </ol>
<p><b>Effectiveness:</b> assessing the extent to which the intervention achieved, or is expected to achieve, its objectives and its</p>	<ol style="list-style-type: none"> <li>6. To what extent were CREST’s results, outcomes and objective achieved?               <ol style="list-style-type: none"> <li>6.1. To what extent did private sector and public partnerships contribute to achieving the results, outcomes and objectives, and have these led to commitments and actions undertaken by involved stakeholders in protecting the rights of migrant</li> </ol> </li> </ol>

<p>results, including any differential results across groups.</p>	<p>workers?</p> <p><b>6.2.</b> What internal and external factors contributed to or hindered the achievement of CREST’s results?</p> <p><b>6.3.</b> What could have been done differently (design and implementation approaches) to ensure that the project was more effective in reaching short and long-term target results?</p> <p><b>7.</b> Did the project results reach all of CREST’s intended beneficiaries as outlined in the original proposal and revisions (migrant workers of all genders, employers, labour recruiters, and civil society organizations)?</p> <p><b>7.1.</b> Were there differences between beneficiaries or beneficiary sub-groups (i.e., based on gender, nationality, or employment sector)?</p>
<p><b>Efficiency:</b> assessing the extent to which the intervention delivers, or is likely to deliver, results in an economic and timely way.</p>	<p><b>8.</b> Were the financial resources used appropriate and proportionate to the quality of the results achieved? Were resources redirected as needed?</p> <p><b>8.1.</b> Could cheaper alternative implementation strategies/packages have reached similar results or more?</p> <p><b>8.2.</b> In what ways did beneficiaries and stakeholders provide their share of contributions as inputs (human, financial, in-kind) to support the implementation of the project? What effect has this had on the scale or delivery of activities?</p> <p><b>9.</b> How efficient was the overall management of the project (e.g., project team composition, implementation, partner engagement, monitoring, knowledge management and communication)? What improvements could have been made?</p> <p><b>9.1.</b> Were the projects’ activities undertaken and outputs delivered on time?</p> <p><b>9.2.</b> What factors promoted or inhibited adherence to the implementation schedule?</p> <p><b>9.3.</b> How were problems and challenges managed? Did the project take timely measures to mitigate any unplanned adverse effects?</p>
<p><b>Impact:</b> assessing the extent to which the intervention has generated or is expected to generate significant positive or negative, intended, or unintended, higher-level effects.</p>	<p><b>10.</b> To what extent did the interventions and delivery strategies contribute to the observed impact?</p> <p><b>10.1.</b> Were there any changes, intended or unintended, to migrant workers' lives (particularly concerning recruitment experiences and the access to human and labour rights)?</p> <p><b>10.2.</b> In what ways could the impact of the project been increased or better captured?</p>
<p><b>Sustainability:</b> assessing to what extent the net benefits of the intervention continue or are likely to continue.</p>	<p><b>11.</b> To what extent are the project results likely to be sustained in the long-term?</p> <p><b>11.1.</b> What strategies has CREST put in place to ensure the project results and partnerships will be sustained in the long-term?</p> <p><b>11.2.</b> To what extent have businesses or governments introduced or modified structures, resources, and processes to ensure that the results generated by the project continue beyond its end?</p> <p><b>11.3.</b> How can the CREST learnings and achievements be further used for wider applicability and scalability beyond what is planned</p>

	under the project?
<b>Gender, human rights, and environment</b>	<p><b>12.</b> Were migrants’ rights, protection and gender needs considered in the project implementation, monitoring and communication, and in accordance with the project gender strategy?</p> <p><b>13.</b> How inclusive was CREST? How could barriers be addressed that disadvantaged groups faced to reduce exclusion and avoid entrenching existing inequalities?</p> <p><b>14.</b> Was the project successfully implemented without any negative impact on human well-being or the environment?</p>

## 5. Evaluation methodology

This evaluation will be externally conducted by a qualified and experienced vendor in conducting project evaluations and that is independent of the project formulation, planning, and implementation. The evaluation will touch upon confidential aspects of IOM’s partnerships with private sector partners and will require a non-disclosure agreement.

Initial indications on the methodology are presented below. However, the complete mixed-methods approach should be further developed by the Evaluator(s) and the IOM management team during the inception phase of the evaluation. The evaluation methodology, data analysis and deliverables should be gender-responsive.

### Document review

Desk review of relevant project documents, project reports, meeting minutes, publications and other materials identified:

- **Project documents:** proposal, budget, and annual work plans
- **Monitoring, Evaluation and Learning tools:** Annual narrative and financial reports, CREST monthly activity relays [confidential], monitoring reports and matrices, annual audit reports, CREST mid-term evaluation
- **Project strategies:** gender strategy, stakeholder engagement strategy, outreach strategy, co-funding modalities, communications strategy framework and [CREST multi-stakeholder theory of change](#)
- **IOM strategies:** [IOM Private Sector Partnership Strategy 2016-2020](#), [IOM Gender Equality Policy 2015-2019](#), [IOM Standing Committee On Programmes And Finance; sustaining and scaling private sector engagement to protect migrant workers](#); Global feasibility study on institutionalizing and scaling IOM’s partnerships with the private sector (internal)
- **Reports, policies, and communication from private sector partners** [confidential]
- **Related projects’ documents:** 33 IOM projects initiated through 16 business partnerships [confidential], six IOM projects linked to CREST funded by institutional donors [confidential]
- **National or regional strategies, policies or relevant interventions related to ethical recruitment and the elimination of modern slavery**
- **Visibility and communication:** press releases, project website, newsletters, social media, external publications from private sector partners mentioning IOM
- **Knowledge products, outputs and deliverables produced under the project**



## Data collection

To capture the experiences, perspectives, and potential benefits of various groups involved in the project, key informant interviews (KIIs), focus group discussions (FGDs) and surveys (online) should be conducted with:

- a) Implementers (IOM staff managing and implementing the project across all project countries)
- b) The Development Section of the Swedish Embassy in Thailand (donor)
- c) Stakeholders involved in the project and beneficiaries in countries where the project was implemented (including migrant workers, civil society organizations, private sector actors including brands, business associations, employers, suppliers and labour recruiters, research institutes, government agencies, and UN agencies)
- d) Implementing partners and relevant service providers
- e) Relevant stakeholders implementing similar interventions in the same context and geographical scope
- f) Other IOM stakeholders involved in the project (i.e., members of the Project Advisory Board)
- g) IOM staff engaged in similar interventions targeting the same beneficiaries (“related projects”)

Given the protracted movement and travel restrictions that may be imposed due to COVID-19, primary data collection is expected to be done both in-person and remotely, using relevant tools for both methods of data collection, that are accessible by key evaluation stakeholders in each of the countries of implementation of CREST project. Data collection shall be conducted in the language that interviewed stakeholders understand.

## 6. Ethics, norms and standards for evaluation

IOM abides by the [norms and standards](#) of the UN Evaluation Group and expects all evaluation stakeholders to be familiar with the [ethical conduct guidelines of UNEG](#) and the consultant(s) with the [UNEG codes of conduct](#). The final evaluation shall be carried out following the IOM Data Protection Principles (internal).

## 7. Budget

IOM expects the vendor to submit an all inclusive budget for the evaluation based on the their proposed methodology.

## 8. Specification of Roles

### Roles and responsibilities

- **Management:** The Project Management Team in IOM’s Ho Chi Minh City sub-office will manage the final external evaluation and act as the primary focal point for the selected Evaluator(s). The Project Management Team will provide the Evaluator(s)

with the list of documents and suggested interviewees. The Management Team will also organize a kick-off meeting with the Evaluator(s) once selected and will be responsible for the final approval of all the deliverables.

- **Reference Group:** A Reference Group will be created to provide technical advice to the Evaluator(s) during the final evaluation. The reference group will have the specific functions of reviewing the deliverables and providing feedback throughout the process. The Reference Group is also expected to review the lessons learned and actionable recommendations identified by the Evaluator(s). Furthermore, the Reference Group members will act as advocates for ensuring that the evaluation recommendations are integrated into IOM's subsequent programming.
- **Evaluator(s):** The selected vendor will be responsible for completing the evaluation according to the present TOR and the deliverables set out therein. All deliverables will need to be approved by the Management and coordinated with the Reference Group.

## 9. Time schedule

The assignment is expected to commence on 1 August 2022, with the final report expected by 14 December 2022. The inception phase will be spread over 20 working days to allow the evaluators time to secure and arrange field visits. The Evaluator(s) should be able to undertake some of the tasks concurrently to fit within the planned time-frame without compromising the quality expected.

### 1. Evaluation deliverables

#### 1. An inception report (10 pages excluding annexes):

The first deliverable of the consultant/team is an inception report, which details the selected approach and methodology, including an evaluation matrix, refined evaluation questions and sub-questions, the workplan, interview schedule based on the list of stakeholders, all data collection tools and the outline of the final report. The Evaluator(s) may adopt the methodology spelt out in this ToR, but any fundamental changes should be agreed upon between the evaluation manager and the Evaluator(s) and reflected in the inception report. The methodology should clearly state the limitations of the chosen evaluation methods, including those related to representing specific groups of stakeholders. The Evaluator(s) will receive a list of key stakeholders consolidated by CREST. If the evaluator requests contacting other stakeholders, beyond those listed, this can be discussed with the evaluation manager during the preparation of the inception report. The Inception report will operationalize the ToR and must be approved by the evaluation manager before data collection begins.

#### 2. Debriefing workshop and accompanying initial findings PowerPoint and report

Following the conclusion of the data collection, the Evaluator(s) will present initial findings and lessons learned in a preliminary 10 page report to the CREST project team and other primary stakeholders. The findings will be presented at a virtual debriefing session. The Evaluator(s) will discuss initial findings and lessons learned with key stakeholders, including IOM staff and representatives of the Evaluation Reference Group for validation and

clarification. The workshop will be logistically supported by the CREST project but organized and managed by the Evaluator(s).

**3. Draft and final evaluation reports (not exceeding 35 pages, excluding annexes):**

Based on the inputs from discussions and analysis of interviews with key stakeholders, the Evaluator(s) will draft the evaluation report. The Evaluator(s) will prepare the draft report for comments, including the lessons learned and recommendations. The draft evaluation report will be sent to the Evaluation Manager for a methodological review. Then it will be shared by the Evaluation Manager with the Evaluation Reference Group with a request for their comments and inputs within a window of 15 working days.

The Evaluation Manager will consolidate all comments and share the consolidated feedback with the Evaluator(s) for consideration in finalizing the report. The Evaluator(s) will complete the report, considering the stakeholder comments, and then submit the final version. The final report should meet the standards laid out in the UNEG [Quality Checklist for Evaluation Reports](#). The final evaluation report will be approved by the IOM Evaluation Office and then published.

**4. Evaluation brief (2 pages):**

The brief will follow IOM templates to present an easily accessible overview of the evaluation purpose and scope and the main findings, conclusions and recommendations.

## 2. Submission of Application

In light of the above, IOM is looking to receive proposals from service providers to deliver the outlined scope of work.

**Qualifications and Experience**

At a minimum, the Evaluator(s) should possess the following qualifications:

- Demonstrated experience in carrying out similar evaluation assignments for projects related to international labour migration, migrant protection, human rights, capacity building of businesses, and gender;
- Demonstrated capacity to coordinate with and secure key informants (including government actors, private sector actors, UN agencies, civil society actors, and migrant workers) for field-based data collection is required.
- The Evaluator should include a team leader with at least 7 years of relevant experience in evaluation, particularly with UN agencies in areas related to migration.
- Team members with expertise in labour migration, private sector partnerships and gender are required. Additional specialists with relevant experience are considered an asset.

**Technical Proposal:**

Applicants shall prepare a proposal according to the ToR, ensuring that the purpose, objectives, scope, criteria and deliverables of the evaluation are addressed. The proposal

shall include detailed breakdown of inception phase and data collection methodology, the suggested approach and proposed sampling to be used in the evaluation. A brief explanation of data collection, analysis and report writing phases should also be included, along with a draft work plan and timeline for the evaluation. The Technical Proposal shall also include updated CVs of the expert(s) to be part of the evaluation, and electronic copies/links of two most recent and relevant evaluations performed by the applicant. Clearly indicate the profile of the Team Lead and the team that will work on the assignment.

**Financial Proposal:**

Offer with a cost breakdown: Consultancy fees, international (economy class) travel costs, Daily Subsistence Allowance (DSA) and required translation and other costs. The Financial Proposal shall be submitted in a separate file, clearly named Financial Proposal. No financial information should be contained in the Technical Proposal. 20 Travel expenses shall be based on the most direct route and economy fare. Quotations for business class fare will not be considered. This evaluation may require travel to two field locations (within Asia region). Countries of field travel, if required will be confirmed upon preliminary discussions. Participating countries of DESC are the following: [http://cb4ibm.iom.int/verifier\\_map](http://cb4ibm.iom.int/verifier_map)

At least **two writing samples**, preferably of similar assignments conducted.

A **registration certificate** for the organization.

Evaluation consultancy firms should submit their applications via email, addressed as “Application for the Evaluation of the CREST project” via email to the following address: [hcmc@iom.int](mailto:hcmc@iom.int) . All submissions with complete set of documents should reach IOM no later than 23:59 (Indochina time) on 20 June 2022. **This application has extended to 23:59 pm (Indochina time) 27 June 2022.** Late applications will not be accepted. Any questions regarding the call for applications should be sent to the following address: [hcmc@iom.int](mailto:hcmc@iom.int)



### Section III. Scorecard

#### Scorecard for Assessment of Consulting Firms for Evaluations

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

Criteria	Value	Score	Total
<b>Technical (if a bid was submitted)</b>			
The proposal indicates a comprehensive understanding of the assignment	5		
The application describes how the sampling frame will be derived.	5		
The proposed methodology and workplan is sufficient to meet the purpose of the evaluation.	5		
The team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.	5		
The bid includes a quality assurance plan.	5		
<b>Evaluation team</b>			
The consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct	5		
The competencies required for this assignment are met through members of the team	5		
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.	5		
The consulting firm has strong experience in conducting evaluations of a similar nature.	5		
The lead evaluator has experience in managing evaluation teams.	5		
<b>Budget</b>			
The budget proposal is realistic, reflects market rates and does not exceed available funds.	5		
<b>Other</b>			
The sample of written work provided demonstrates strong writing and analytic skills.	5		
The consulting firm provided relevant references and the references provided were positive.	5		
The consulting firm is available within the necessary time frame.	YES/NO		

The consulting firm team member(s) has relevant language skills.	YES/NO		
The consulting firm has relevant knowledge of IOM, migration and/or the United Nations system.	5		

**Section V – Pro-forma Contract**

IOM office-specific Ref. No.	
IOM Project Code	

**SERVICE AGREEMENT**  
**between**  
**the International Organization for Migration**  
**and**  
**[Name of the Service Provider]**  
**on**  
**Final Evaluation of Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In**  
**Asia (CREST) Project**

This Service Agreement is entered into by the **International Organization for Migration**, an organization which is part of the United Nations system, Mission in Viet Nam, Sub-Office in Ho Chi Minh City, 1b Phạm Ngọc Thạch, Bến Nghé ward, District 1, Hồ Chí Minh City represented by Mark Brown, Head of Sub-Office, hereinafter referred to as “**IOM**,” and **[Name of the Service Provider]**, **[Address]**, represented by **[Name, Title of the representative of the Service Provider]**, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

**1. Introduction and Integral Documents**

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

The following documents form an integral part of this Agreement:

- (a) **Annex A** - Bid/Quotation Form
- (b) **Annex B** - Delivery Schedule and Terms of Reference

**2. Services**

2.1 The Service Provider agrees to provide to the IOM the following services (the “**Services**”):

A Final Evaluation of Enhancing Corporate Responsibility In Eliminating Slavery And Trafficking In Asia (CREST) Project from August 2022 to December 2022. The final evaluation will covering the activities of IOM implementing missions in Hong Kong SAR, China and five countries: Viet Nam, Thailand, Malaysia, the Philippines, Bangladesh. The evaluation will also cover the collaborating origin and destination



countries, including Cambodia, India, Indonesia, Japan, Lao People's Democratic Republic, Myanmar, Nepal, Republic of Korea and Sri Lanka.

- a) An inception report (10 pages excluding annexes)
  - b) Debriefing workshop and accompanying initial findings PowerPoint and 10 page initial findings and lessons learned report
  - c) Draft and final evaluation reports (not exceeding 35 pages, excluding annexes)
- 2.2 The Service Provider shall commence the provision of Services from **1 August 2022** and fully and satisfactorily complete them by **14 December 2022**.
- 2.3 The Service Provider agrees to provide the Services required under this Agreement in strict accordance with the specifications of this Article and any attached Annexes.

### 3. The Service Fee

- 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 **USD [amount in numbers] ([amount in words])** (the "Service Fee").
- 3.2 The Service Fee shall be paid based on the following payment schedule:
- 3.2.1 The first instalment of in the amount of USD XXX (amount in words) shall become due after IOM's verification of successful completion of the inception report (10 pages excluding annexes)
  - 3.2.2 The final instalment of in the amount of USD XXX (amount in words) shall become due after IOM's verification of successful completion of the final evaluation report.
- 3.3 The Service Provider shall invoice IOM **in accordance with the payment schedule above.**
- 3.3 Payment shall be made in USD by **bank transfer** to the following bank account:
- Bank Name:  
Bank Branch:  
Bank Account Name:  
Bank Account Number:  
Swift Code:  
IBAN Number:

- 3.4 The Service Provider shall be responsible for the payment of all taxes, duties, levies and charges assessed on the Service Provider in connection with this Agreement.
- 3.5 IOM shall be entitled, without prejudice to any other rights or remedies it may have, to withhold payment of part or all of the Service Fee until the Service Provider has completed to the satisfaction of IOM the Services to which those payments relate.

#### 4. Warranties

- 4.1 The Service Provider warrants that:
- (a) It is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to provide fully and satisfactorily, within the stipulated completion period, all the Services in accordance with this Agreement;
  - (b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement;
  - (c) In all circumstances it shall act in the best interests of IOM;
  - (d) No official of IOM or any third party has received from, will be offered by, or will receive from the Service Provider any direct or indirect benefit arising from the Agreement or award thereof;
  - (e) It has not misrepresented or concealed any material facts in the procurement of this Agreement;
  - (f) The Service Provider, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
  - (g) It has or shall take out relevant insurance coverage for the period the Services are provided under this Agreement;
  - (h) The Price specified in this Agreement shall constitute the sole remuneration in connection with this Agreement. The Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Service Provider shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
  - (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
  - (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
  - (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and

all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

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

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

4.3 The Service Provider further warrants that it shall:

- a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse ("SEA") by its employees or any other persons engaged and controlled by it to perform activities under this

Agreement (“other personnel”). For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favours or activities, including humiliating or degrading treatment of a sexual nature; abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.
  2. Engaging in sexual activity with a person under the age of 18 (“child”), except if the child is legally married to the concerned employee or other personnel and is over the age of majority or consent both in the child’s country of citizenship and in the country of citizenship of the concerned employee or other personnel.
- b) Strongly discourage its employees or other personnel having sexual relationships with IOM beneficiaries.
  - c) Report timely to IOM any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.
  - d) Ensure that the SEA provisions are included in all subcontracts.
  - e) Adhere to above commitments at all times.
- 4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider’s employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

## **5. Assignment and Subcontracting**

- 5.1 The Service Provider shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Service Provider without approval in writing by IOM may be cause for termination of the Agreement.
- 5.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the Services may be assigned to a subcontractor. Notwithstanding the said written approval, the Service Provider shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Service Provider shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. The Service Provider remains bound and liable thereunder and it shall be directly responsible to IOM for any faulty

performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the subcontract.

## **6. Delays, Defaults and Force Majeure**

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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.

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.

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

## **7. Independent Contractor**

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

## **8. Audit**

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

## **9. Confidentiality**

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

## **10. Intellectual Property**

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

## **11. Notices**

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

**International Organization for Migration (IOM)**

Attn: Elodie Jacoby, Monitoring, Evaluation, Accountability & Learning Programme Officer  
Sub-Office in Ho Chi Minh City, 1b Phạm Ngọc Thạch, Bến Nghé ward, District 1, Hồ Chí Minh, City  
Email: ejacoby@iom.int

**[Full name of the Service Provider]**

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

[Service Provider's address]

Email: [Service Provider's email address]

**12. Dispute Resolution**

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

**13. Use of IOM Name, Abbreviation and Emblem**

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

#### **14. Status of IOM**

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

#### **15. Guarantee and Indemnities**

- 15.1 The Service Provider shall guarantee any work performed under this Agreement for a period of 12 (twelve) months after final payment by IOM under this Agreement.
- 15.2 The Service Provider shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Service Provider or its employees, officers, agents or subcontractors, in the performance of this Agreement. IOM shall promptly notify the Service Provider of any written claim, loss, or demand for which the Service Provider is responsible under this clause. This indemnity shall survive the expiration or termination of this Agreement.

#### **16. Waiver**

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

#### **17. Termination**

- 17.1 IOM may at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon **thirty (30)** days' written notice without having to provide any justification.
- 17.2 In the event of termination of this Agreement, IOM will only pay for the Services completed in accordance with this Agreement, unless otherwise agreed in writing by



the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.

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

## **18. Severability**

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

## **19. Entirety**

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

## **20. Final Clauses**

- 20.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.
- 20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both Parties.

Signed in duplicate in English, on the dates and at the places indicated below.



*For and on behalf of*  
The International Organization for  
Migration

*For and on behalf of*  
[Name of Service Provider]

Signature

Signature

---

Name:  
Position:  
Date:  
Place:

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Name:  
Position:  
Date:  
Place: