



# **Terms of Reference – Invitation Procedure**

## **Developing a Comprehensive Phase-out Plan for Safe Labour Migration Programme Phase IV (2020- 2025) in Sri Lanka**

**Expected Consultancy for 50 working days (approximately) from 25th  
September 2023 to 28th February 2024**

This procedure is based on the Federal Act of 21 June 2019 on Public Procurement (PPA, SR 172.056.1) and the Ordinance of 12 February 2020 on Public Procurement (PPO, SR 172.056.11).

Date 07.07.2023

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## 1 Abbreviations

AC	Award criteria
CHF	Swiss Franc
CSO	Civil Society Organization
EC	Eligibility Criteria
EOI	Expression of Interest
FDFA	Federal Department of Foreign Affairs
GOSL	Government of Sri Lanka
GTC	General Terms and Conditions of Business
LKR	Sri Lankan Rupees
MFE	Ministry of Labour and Foreign Employment (former known as) State Ministry of Foreign Employment and Market Diversification
PPA	Federal Act on Public Procurement
PPO	Federal Ordinance on Public Procurement
SDC	Swiss Agency for Development and Cooperation
SLBFE	Sri Lanka Bureau of Foreign Employment
SLMP	Safe Labour Migration Programme
SMFD	Section Migration and Forced Displacement
TOR	Terms of Reference
UN	United Nations
VAT	Value Added Tax

## 2 Purpose of this document

This document sets out the requirements for ‘**Developing a comprehensive Phase out plan for the Safe Labour Migration Programme (SLMP) in Sri Lanka**’, supported by Swiss Agency for Development and Cooperation (hereafter referred as ‘SDC’), represented by The Embassy of Switzerland to Sri Lanka and the Maldives since 2010. The SLMP is currently implemented by a number of implementing partners, having interventions both at the national and district level, while collaborating with the Ministry of Labour and Foreign Employment and the Sri Lanka Bureau of Foreign Employment (SLBFE)

Following specifications describe the objectives that are to be pursued and achieved with this object of procurement which regulates the procedure and form of the submission of tenders and, together with the General Terms and Conditions of the FDFA, the Federal Act of 21 June 2019 on Public Procurement ([PPA, SR 172.056.1](#)) and the Ordinance of 12 February 2020 on Public Procurement ([PPO, SR 172.056.11](#)) serves as the basis for the present procedure.

## 3 Goal and content of the mandate

### 3.1 Background

The SLMP has successfully concluded three consecutive phases since 2010. Switzerland is presently supporting the 4<sup>th</sup> phase for the period of 2020 to 2025, which is considered as a final and a consolidation phase (Phase out).

The purpose of the SLMP is to maximize the benefits of migration, ensuring informed, safe and regular migration, while, improving the wellbeing of migrant workers and their families. Therefore, the overall goal of the SLMP (Phase IV) is that the ‘Sri Lankan women and men migrant workers and their families have improved their well-being and contribute positively to society and their country’. The following outcomes will contribute to achieving this goal:

- The GOSL implements policies securing the rights, and protection of migrant workers and their families
- Migrant workers societies formed at grassroots level and the networks support their communities and influence policies
- Women and men migrant workers access gender-responsive skills qualification and have increased employability in local and global economies

The SLMP interventions are implemented at the national policy and at the grassroots level. At the National level, the programme continues to support the implementation of the National Labour Migration Policy (NLMP) with the intention of strengthening policy changes related to labour migration governance and contributing to policy dialogue. At the district level, the programme aims to mobilize, organize and empower migrant workers groups to provide peer support as well as to elevate migrant workers’ voices in advocacy. An additional focus is placed on developing and recognising the skills and improving the employability of men and women migrant workers. The SLMP Phase IV is being implemented by several partners including UN agencies, International organizations and CSOs. The project interventions by the CSOs are currently implemented in five districts namely; Kandy, Kurunegala, Puttlam, Anuradhapura and Vavuniya.

Taking into account the number of significant achievements and learnings, SDC invites potential consultant(s) or a consultancy firm (hereafter referred to as ‘consultant’) to express their interest in ‘Developing a comprehensive Phase out plan for Safe Labour Migration Programme in Sri Lanka’. The key purpose of this consultancy is to develop a phase out plan, together presenting consolidation (phase out) strategies that would ensure sustainability of achieved results, identify ways and means to strengthen systems and structures where the continuation of the programme impacts remains possible beyond the financial support of SDC. This document sets out the requirements related to above consultancy.

### 3.2 Objectives

The SLMP phase IV being the final phase of the implementation in Sri Lanka, SDC expects to develop a phase out plan for the overall SLMP, while providing technical support and facilitation for the project partners to develop their respective plans through which the key elements of the safe labour migration project can be mainstreamed and sustained at the district level. It is expected that this exercise will ensure accompaniment as well as a wider participatory/consultative approach by bringing together the SLMP Phase IV project-implementing partners, the government counterparts and the SDC Programme Management Unit. The purpose of this exercise is to:

- Ensure that the positive outputs, outcomes and benefits of the SLMP are sustainable and achieve long-term impacts, beyond the financial and technical assistance of SDC.
- Support the partners and the relevant government stakeholders to identify and assess the key operational strategies and mechanisms (such as systems, structures, models etc) and their linkages at different levels that need to be further strengthened to ensure sustainability.
- Identify the key interventions and measures needed for a smooth closure of the overall SLMP programme and the respective projects of partners, while determining the next step towards continuity of best practices / complementarities / synergies beyond phase IV.

Following are the specific tasks expected from the consultant:

- Assess the current state of affairs of the overall programme and the project of partners to identify available sustainability measures that are put in place, level of internal and external synergies, and match the strengths and complementarities of the partners to devise realistic consolidation plan.
- Identify key questions that the phase out plan should address, explore and focus on, while assessing the conceptual and implementation gaps that obstruct the sustainability and proper consolidation of the programme;
- Define and execute participatory approach that would facilitate interactive exchanges leading to identify concrete outputs and to generate creative options to sustain the on going work of the partners;
- Well define & conceptualize the most feasible elements (i.e: model, system, structure, mechanism, resources, actors, etc) of different projects that could be practically consolidated and taken forward;
- Explore the status quo of the partners and target beneficiaries beyond the project period in devising programmatic complementarities towards sustainability;
- Introduce specific strategies to effective phase out that ensure the sustainability in the changing political and economic context in Sri Lanka;
- Analyze and produce recommendations for possible avenues, feasible strategies and specific actions that would pave path for a well-defined way forward;
- Develop a comprehensive phase out plan for SLMP phase IV that allows SDC Programme Management Unit along with partners and government to properly exit the phase by ensuring sustainability of the results; and to seek possible scale up opportunities;
- Provide backstopping and technical support to relevant partners and to the government to translate the recommendations into specific actions;

The consultant will be provided with an opportunity to re-define the specific tasks of this assignment based on the expectations and requirements of the SDC team.

### 3.3 Content of the mandate

SDC expects the potential consultant(s) or a consultancy firm (*hereafter referred as 'consultant'*) to have the following qualifications,

- Proven professional experience of conducting similar assignments for international organizations or bilateral donor agencies; work experience on developing phase out plans and exit strategies for policy engagement at national level projects;
- Sound knowledge in the development context of Sri Lanka (economic, political, environmental), preferably linked to migration;
- Sound knowledge on the functions of CSOs and feasible sustainability and exit strategies for grassroots level projects;
- Comprehensive understanding on the Sri Lankan governance structure and the functional of different ministries while having excellent knowledge on the sustainability/exit strategies that would ensure the government ownerships both at national and decentralized level;
- Strong analytical skills; abilities to operationalize analytical results into actionable recommendations;
- Excellent verbal and written communication skills in English. Knowledge of the native languages Sinhala and Tamil is an added advantage.

In addition to the above skills and competences, the selection of this consultancy will be carried out by evaluating the quality of the proposal against the evaluation criteria stipulated in the present mandate together with the financial offer.

### 3.4 Estimated amount

This consultancy is deemed to be carried out within **50 working days (approximately and subjected to changes based on the discussion and final assignment plan) from 25<sup>th</sup> September 2023 to 28<sup>th</sup> February 2024**. Therefore, the consultant has to appropriately fill the **provided budget submission form** with clear descriptions of work against all relevant price details indicated in LKR. (**Refer section 8 annex 4.1 - Budget Submission Form**)

Please note that the consultant will not be reimbursed for any costs arising from the preparation or submission of bid.

### 3.5 Timetable of the invitation procedure

Date / Deadline	Activity
21 <sup>st</sup> June – 17 <sup>th</sup> July 2023	Open invitation to submit EOI
17 <sup>th</sup> July 2023	Deadline to submit EOI via email: <a href="mailto:colombo@eda.admin.ch">colombo@eda.admin.ch</a>
24 <sup>th</sup> July 2023	Consultant's deadline to submit questions via email: <a href="mailto:colombo@eda.admin.ch">colombo@eda.admin.ch</a>
28 <sup>th</sup> July 2023	SDC Sharing of the questions and answers with all the interested bidders
17 <sup>th</sup> August 2023	Deadline for the consultant to submit the bid
17 <sup>th</sup> – 31 <sup>st</sup> August 2023	SDC Evaluation on the submitted bids
07 <sup>th</sup> Sep 2023	SDC provides information of the consultants by means of individual dispositions: Awarding of the contract and notification of the not considered consultants
25 <sup>th</sup> Sep 2023	Signing of the contract
25 <sup>th</sup> Sep 2023	Contract start date

## 4 Award criteria

The following table shows the award criteria (AC) and the corresponding weightings, on the basis of which the bids will be evaluated.

<b>AC</b>	<b>Award Criteria</b>	<b>Weighting</b>
<b>1.0.</b>	<b>Relevant previous experience in similar assignments</b>	<b>20%</b>
1.1.	No.of years of experience	5%
1.2.	Number of consultancies conducted	5%
1.3.	Scope and the scale of the past assignments	10%
<b>2.0.</b>	<b>Understanding of the mandate and general approach</b>	<b>50%</b>
2.1.	How the scope of the assignment is presented based on the understanding of the purpose and the objectives of the overall assignment	10%
2.2.	Comprehensiveness of the proposed methodology and process	10%
2.3.	Realistic and efficient time frame to meet the expectations of SDC and to develop a plan	10%
2.4.	Process to promote participatory/consultative approach and creative options	10%
2.5.	Provide options for how the overall plan would contribute towards developing partners' individual action plans	10%
<b>3.0.</b>	<b>Added values offered by the consultant</b>	<b>5%</b>
3.1.	Past records of recognition on quality service delivery	3%
3.2.	Innovative ideas enrich the overall assignment.	2%
<b>4.0.</b>	<b>Financial Offer - Cost Effectiveness</b>	<b>15%</b>
4.1.	Clarity of the proposition (refer budget form Annex 4.1 (Type B))	5%
4.2.	Realistic estimation of the costs	10%
<b>5.0.</b>	<b>Quality and completeness of the proposal with clear understanding of our scope</b>	<b>10%</b>
5.1.	Presentation of clear understanding to the assignment and its scope	5%
5.2.	Quality, compliance and completeness of the proposal	5%
	<b>Total score</b>	<b>100%</b>

Each further award criterion will be evaluated according to the following score table:

Score	Fulfilment and quality of the criteria	
0	Cannot be established	<ul style="list-style-type: none"> <li>• Not possible to assess</li> <li>• No information</li> </ul>
1	Very poor fulfilment	<ul style="list-style-type: none"> <li>• Very limited achievement of the criteria</li> <li>• Insufficient, incomplete information</li> </ul>
2	Poor fulfilment	<ul style="list-style-type: none"> <li>• Limited achievement of the criteria</li> <li>• Information without sufficient relevance</li> </ul>
3	Average fulfilment	<ul style="list-style-type: none"> <li>• Normal achievement</li> <li>• Average quality, minimum requirement fulfilled</li> </ul>
4	Good fulfilment	<ul style="list-style-type: none"> <li>• Good achievement</li> <li>• Very good quality</li> </ul>
5	Very good fulfilment	<ul style="list-style-type: none"> <li>• Very good achievement</li> <li>• Outstanding quality</li> </ul>

## 5 Structure and content of the bid

The tenderer must adhere to the following structure in the interests of fairness and in order to expedite the evaluation process.

Nr.	Contents	Max. No. Pages	EC/AC
00	Cover letter with signature(s) and documents evidencing organisational capability		EC 1
01	Self-declaration form ' Proof of Compliance with the conditions of participation' of the Federal Procurement Conference FPC		EC 2
02	'Tenderer Information' form		EC 3
03	Acceptance of GTC and Code of Conduct		EC 4
04	Qualifications of the personnel to be deployed (CVs), of the concept, approach, understanding of the mandate, experience etc.		AC 1
05	Financial offer according to the budget form annex 4.1 (type B Local Mandate) in LKR		AC 3

## 6 Administrative Aspects

### 6.1 Official name and address of the contracting authority

The Embassy of Switzerland to Sri Lanka and the Maldives is in charge of the awarding procedure and also acts as direct contracting authority towards the tenderer consultant.

### 6.2 Expression of interest in submitting an offer and receiving documents

Interested consultants can express their interest to the EOI invitation by email to [colombo@eda.admin.ch](mailto:colombo@eda.admin.ch) until **17.07.2023 (Monday), 23:59 (Sri Lankan time)** mentioning the reference line as '**EOI - Developing phase out plan for SLMP**' and will receive the annexes to these terms of reference electronically. (Refer [section 8](#) – Annexes of this document for more details)



### 6.3 Answering questions

No individual information is given to the consultants. Any questions must be submitted electronically till **24.07.2023** to [colombo@eda.admin.ch](mailto:colombo@eda.admin.ch). Questions submitted late cannot be answered. The document with all questions received and their answers will be sent to all consultants via email by **28.07.2023**.

### 6.4 Deadline and address for submitting bids

The duly completed bids must be submitted via email in English to [colombo@eda.admin.ch](mailto:colombo@eda.admin.ch) latest by **17.08.2023 (Thursday), 23:59 (Sri Lankan time)** mentioning the reference line as '**Developing phase out plan for SLMP**'.

Bids received late will be not accepted and will be returned to the Consultants. Consultants must confirm in the email on the binding force of the bid. The receipt of the bids submitted via email will be acknowledged via email at the latest until 18.08.2023. In all cases the consultant must retain proof of the timely submission of the bid.

### 6.5 Type of procedure

Procurement is carried out by invitation or tender in accordance with the Federal Act on Public Procurement of 21 June 2019, PPA, SR 172.056.1.

It is **not** possible to appeal the award.

### 6.6 Evaluation and adjustment of bids

Tenders are evaluated in accordance with Art. 38 PPA. Tenders may only be adjusted at the contracting authority's specific request. Adjustments must be undertaken in accordance with Art. 39 PPA and subject to the conditions set out therein.

### 6.7 Validity of bids

180 days after the deadline for receipt of bids.

### 6.8 Languages of invitation document

The invitation document are available in English.

### 6.9 Language of the procedure

The present procurement procedure is conducted in **English** and all statements on the part of the awarding authority are made in **English**.

### 6.10 General Terms and Conditions of Business (GTC)

The General Conditions of Business (GTC) of the FDFA for type B local mandates – version May 2021 shall be deemed to have been accepted by the contractor on submission of the bid.

### 6.11 Conclusion of contract

The contract is concluded subject to the prior approval of credits by the FDFA.

## **7 Further information**

### **7.1 Confidentiality**

The parties shall keep confidential any facts and information that are not generally known or in the public domain. In case of doubt, all facts and information shall be treated as strictly confidential. The parties shall take all measures, to the extent that they are commercially reasonable and practicable in technical and organisational terms, to ensure that confidential facts and information are properly protected against access by, or disclosure to, unauthorised third parties.

Any transfer of confidential information by the contracting authority within its own organisation (or within the Federal Administration), or to any third parties appointed, is not deemed to constitute a breach of the obligation of confidentiality. The foregoing also applies to tenderers to the extent that the disclosure of confidential information is required for the performance of the contract, or provisions of the contract are disclosed within the organisation.

The tenderer may not, without the contracting authority's written consent, publicise the fact that a cooperation arrangement with the contracting authority is or was in effect or cite the contracting authority as a reference.

The parties shall ensure that their employees, subcontractors, suppliers and any other third parties appointed comply with the foregoing obligations of confidentiality.

### **7.2 Integrity clause**

Tenderers undertake to take all necessary measures to avoid corruption and, in particular, agree not to offer or accept payments or other advantages.

Tenderers who breach this integrity clause are required to pay a contractual penalty to the contracting authority amounting to 10% of the value of the contract or at least CHF 3,000 for each instance of breach.

The tenderer notes that any breach of the integrity clause will generally result in cancellation of the award or early termination of the contract for good cause by the contracting authority.

The parties shall inform each other of any well-founded suspicions of corruption.

### **7.3 Property rights**

All industrial property rights which arise in the course of the performance of the mandate shall pass to the contracting authority.

## 8 Annexes

No.	Annex
1a	Self-declaration form 'Proof of Compliance with the conditions of participation' of the Federal Procurement Conference FPC
1b	Self-declaration form 'pursuant to Article 29c of the Ordinance on measures in connection with the situation in Ukraine' of the State Secretariat for Economic Affairs (SECO)
2	'Tenderer Information' form
3a	General Terms and Conditions of the FDFA for local mandates – version May 2021
3b	Code of conduct for contractual partners of the FDFA
4	Budget forms 4.1 Budget form type B Local Mandate