

REQUEST FOR PROPOSALS

# Expert Consultant on EU Directive on the recognition of professional qualifications

November 2024

# Contents

Expert Consultant on EU Directive on the recognition of professional qualifications.....	1
Contents.....	2
About ICM .....	3
Scope of Work .....	3
Activities and Deliverables .....	4
Budget .....	4
Timeline .....	4
Commencement date and location .....	4
Procurement procedure .....	5
Indicative Timetable .....	6
How to apply .....	6
Exclusions, Selection and Award Criteria .....	7
Evaluation Process .....	7
Exclusions .....	7
Selection Criteria .....	8
Contract Award Criteria .....	8
Annex 1: Terms and Conditions.....	9
Annex 2: Declaration of Conflict of Interest .....	12

## About ICM

The International Confederation of Midwives (ICM) supports, represents and works to strengthen professional associations of midwives throughout the world. There are currently 137 Members Associations (MAs), representing 119 countries across every continent and over 1 million midwives globally. In the Europe Region, ICM has members in 29 of 31 EU/EEA countries. ICM has its Head Office in the Netherlands.

With a unique and vital role as the only organisation specifically focused on supporting associations of midwives and their midwife members around the world, ICM is an expert in creating, advising, influencing, and enabling the profession of midwifery globally. ICM also adds value to the regional health landscape by advocating for the improvement of the status of midwifery, sexual, reproductive, maternal, newborn and adolescent health across the regions and globally.

## Scope of Work

The EU Commission has commissioned a study as part of preparatory works for possible future update of the minimum training requirements for the profession of midwife under the Professional Qualifications Directive. The study aims at mapping the existing training requirements in EU/EFTA states, and at providing information about the national health systems and views of stakeholders on the possible update.

The International Confederation of Midwives (ICM) is seeking suitably qualified consultant or an agency to support ICM in participating in the advocacy process, with the goal of ensuring that updates to the EU Directive on the recognition of professional qualifications are in alignment with scientific and technological updates to the profession and ICM Standards. The consultant or agency must have proven experience successfully supporting professions in similar processes.

# Activities and Deliverables

Between December 2024 and December 2025, the chosen consultant will work closely with the ICM Advocacy and Communications Team to collaborate on the work described in the Scope of Work Section, and include the following deliverables:

1. Collaborating with ICM staff members and key stakeholders to get background on the issue, and to create an advocacy action plan
2. One 60-minute online educational presentation to ICM member associations and stakeholders, describing the Commission's process, what it includes (and does not include)
3. Ongoing advocacy support, 8 hours per month from February to December 2025 (with the possibility of rolling over from month to month).

## Budget

Proposed budgets will be reviewed with respect to the suitability of the methodology, work plan and activities for deliverables in a cost-effective manner.

## Timeline

Please submit your proposal specifying methodology, work plan for deliverables, fees and experience of undertaking similar assignments to [info@internationalmidwives.org](mailto:info@internationalmidwives.org) no later than 12:00 noon CET on 03 December 2024.

## Commencement date and location

The targeted kickoff meeting date is set for 17 December 2024, with commencement of deliverables in January 2025.

Location: Remote; interactions with ICM staff and other relevant stakeholders are expected to take place virtually.

## Procurement procedure

ICM is using an open procurement procedure, meaning that any suitably qualified consultant may submit a proposal to ICM during the submission timeframe. Please see next section on exclusion criteria and selection criteria.

## Indicative Timetable

Set out below is the proposed procurement timetable. **This is intended as a guide only, and can potentially be more flexible:**

Date	Activity
20 November 2024	Request for Proposal circulated
03 December 2024 12 noon, Central European Time	Final date to submit proposal
By 09 December 2024	Applicants notified of outcomes
By 16 December 2024	Contract Agreement in place Kickoff meeting held
By end-of-January 2025	Advocacy Action Plan completed
February 2025	Online educational webinar held
February - December 2025	Ongoing support (8 hours per month)

## How to apply

Please apply by sending a fully costed proposal that includes all the elements in the “Activities and Deliverables” section, including VAT or a statement that your company does not charge VAT.

In addition to the proposal, please submit a portfolio of similar work as an example, as well as two references. If you have worked with ICM previously, one reference is sufficient.

Your entire proposal including all supporting documentation, which should be no longer than eight A4 pages in length, should be emailed as a single document, to [info@internationalmidwives.org](mailto:info@internationalmidwives.org) per the Indicative Timetable (above).

Please ensure you use "Expert Consultant on EU Directive" in the subject line of your email submission.

If you have a specific question not answered either above or in the Annex to this RfP, please email [d.drantic@internationalmidwives.org](mailto:d.drantic@internationalmidwives.org).

# Exclusions, Selection and Award Criteria

## Evaluation Process

ICM will run this competitive procurement process in a manner which is open and transparent and ensures equal treatment of applicants in the process. Decisions will be made based on the stated criteria. Applicants must respond to all questions set out below at the time of submission in response to this RfP.

## Exclusions

The exclusion process involves evaluating whether the applicant has committed any offences that would lead them to be excluded from the procurement process, including:

- Blacklisting
- Bankruptcy and insolvency
- Conflict of Interest
- Distortion of Competition
- Not meeting the criteria of or being in violation of ICM's [Position Statement on Sponsorship and Commercial Partnerships](#)

## Selection Criteria

Proposals will be evaluated against the criteria below. ICM may request additional information or seek clarification from applicants if necessary.

Selection Criteria	Weighting
<b>Technical</b>	
<b>Methodology</b> – approach, work plan (including exact delivery dates), quality assurance process	<b>80%</b>
<b>Skills and experience</b> – track record of similar assignments (please submit examples of similar work as an example, as well as two references)	
<b>Financial</b>	
Include detailed cost breakdown in EUR clearly indicating overhead costs and VAT	<b>20%</b>
Describe why you think you will be able to offer ICM value for money	

## Contract Award Criteria

Only the highest scoring applicant will be invited by the Assessment Panel to enter into contract negotiations. Being invited to participate in contract negotiation does not obligate ICM to enter into any agreement, contract, or representation but only to negotiate exclusively to arrive at a possible agreement. Negotiations will be based on a draft contract prepared by ICM. The selected applicant will be expected to sign the Declaration of Conflict of Interest statement found in Annex 2.



# Annex 1: Terms and Conditions

This appendix provides the Terms and Conditions which will govern your submission of a proposal to ICM. You are required to read this appendix carefully together with the Request for Proposal (RfP) brief (including all its annexes) before submitting a proposal. **By submitting a proposal, you accept these Terms and Conditions, and you agree to abide by them.** If you do not agree to these Terms and Conditions please do not submit a proposal.

## 1. Submitting a proposal

1.1 By submitting a proposal you confirm that:

1.1.2 you have legal capacity to submit a proposal in response to this RfP and are acting lawfully, ethically and in good faith in your dealings with ICM;

1.1.3 you have sufficient time, skills, experiences, and resources to carry out the services to the highest professional standards expected of a competent supplier of services identical or similar and are able to obtain all necessary rights, licences, consents, waivers, approvals, permissions, permits, certificates and insurances necessary to provide the services to ICM;

1.1.4 all information contained in your proposal is true, accurate and not misleading; and

1.1.5 ICM may share your proposal with any third party as ICM in its absolute discretion deems necessary for the purpose of evaluation.

## 2 Conflict of Interest

2.1 You must declare any actual or potential conflict of interest with ICM (including ICM's Board, or employees) and describe the nature in full. ICM reserves the right to determine the appropriate course of action.

2.2 If at any time during the RfP process you discover an actual or potential conflict of interest, you must inform ICM promptly. ICM reserves the right to determine the appropriate course of action.

## 3 Compliance

3.1 ICM reserves the right to reject or disqualify your tender, without any incurrence of costs or damages, where:

3.1.1 you fail to comply with the requirements of this RfP (including but not limited to these Terms and Conditions), your tender is incomplete, or you are guilty of a serious misrepresentation in supplying information in response to this RfP;

3.1.2 your tender is received after the deadline set out in this RfP. ICM will not consider any requests for an extension of the time or date fixed for the submission of responses;

3.1.3 there is a change in your identity, control, financial standing or any other factor impacting on the selection and/or evaluation of your tender;

3.1.4 you are or become insolvent or have a petition issued against you;

3.1.5 you do not have the economic and financial standing and/ or the technical and professional ability to carry out the services;

3.1.6 you are suspected either directly or indirectly of behaving in a collusive, canvassing, or anti-competitive manner or you offer or accept an inducement or reward in order to gain a commercial, contractual, regulatory or personal advantage; and/or  
3.1.7 you (or if you are a commercial entity, a director or person who has the power of control or power to make representations or decisions on your behalf) have committed any offence relating to conspiracy, corruption, bribery, fraud, money laundering or any other criminal offence related to your course of business or profession, or in ICM's opinion have acted in such a manner that is at odds with internationally accepted ethical standards.

3.2 ICM reserves the right in its absolute discretion, without any incurrance of costs or damages, to:

3.2.1 refuse any tender submitted;

3.2.2 extend the time or date for fixed submission. In such circumstances ICM will endeavour to notify all tenderers of any change;

3.2.3 amend any aspect of this RfP (including but not limited to the evaluation criteria and the timeline) or cease the process at any time;

3.2.4 negotiate the award of additional services which are a repetition of the services advertised in this RfP to the successful applicant;

3.2.5 limit the number of proposals invited to participate in any follow-up activity or to dispense with any follow-up altogether.

3.2.6 require that you clarify your tender in writing and/ or provide additional information and/or adequate references to ICM's satisfaction. A failure to respond adequately may result in you not being selected.

#### **4 Tenderer Responsibilities**

4.1 You shall be responsible for all of your own costs, expenses and losses which may be incurred in relation to the preparation of your proposal, provision of additional information, or attendance at interviews or similar.

4.2 You shall at all times treat the contents of ICM documentation as confidential, as well as any information regarding ICM imparted to you by any other means, and only disclose such information as may be necessary for the preparation of a compliant response. At ICM's request you shall return or destroy all documents, other materials, working papers relating to this RfP and all copies thereof including all electronic copies. When completed you shall confirm such to ICM in writing.

4.3 You shall not before the date and time specified within the RfP documentation disclose to any person the amount of your proposal except where the disclosure in confidence is necessary to obtain insurance premiums or guarantees required as part of any proposal to ICM.

4.4 Any contract entered into as a result of this RfP will be based on the draft contract submitted by ICM and on ICM's general Terms and Conditions (copy available on request). No third party general Terms and Conditions will apply.

## **5 Intellectual Property**

5.1 All intellectual property rights in this RfP and all materials provided by ICM or any third party acting on its behalf shall remain the property of ICM.

5.2 Any intellectual property arising out of the provision of the services shall belong absolutely and exclusively to ICM.

## **6 Warnings/Disclaimers**

6.1 Nothing contained in this RfP or any other communication made in respect of it between ICM or its representatives and any party will constitute an agreement, contract or representation between ICM and any other party. For the avoidance of doubt, receipt by you of this RfP does not imply the existence of a contract or commitment by or with ICM for any purpose.

6.2 The information contained in this RfP does not purport to contain all the information which you may require. While ICM has taken all reasonable steps to ensure, as at the date of this RfP that the facts contained in it are true and accurate in all material respects, ICM does not make any representation or warranty as to the accuracy or completeness or otherwise of this RfP.

6.3 ICM accepts no liability to you whatsoever and however arising and whether resulting from the use of this RfP, or any omissions from or deficiencies in it.

## **7 Waiver**

Failure or neglect by ICM to enforce at any time any of the provisions of these Terms and Conditions shall not be construed nor shall it be deemed to be, a waiver of our respective rights hereunder, nor in any way affect the validity of the whole or any part of this agreement, nor prejudice our respective rights to take subsequent action.

## **8 Jurisdiction**

This RfP shall be solely governed by and interpreted in accordance with the laws of the Netherlands and subject to the exclusive jurisdiction of the Dutch courts. The general Terms and Conditions of ICM are applicable and will be forwarded upon request.

## Annex 2: Declaration of Conflict of Interest

I, [Name of Team Leader] declare that [I do] or [do not] have (strike out whichever does not apply) a potential or actual conflict of interest which may prevent me or any member of my organisation from working with ICM.

Signature

Date (DD/MM/YYYY)

If you have declared a conflict of interest, please describe in full the nature of this conflict.