

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

SERVICES FOR

***Final Evaluation for EU-IOM Joint Initiative for migrant protection
and reintegration in the horn of Africa***

Prepared by



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

**Joint Initiative for migrant protection and reintegration in the horn of
Africa Unit**

**IOM Nairobi, Regional Office for East and Horn of Africa, Sri
Aurobindo Avenue, Off Mzima Spring Road, Lavington**

3rd June 2022

REQUEST FOR PROPOSALS
RFP No.: *[insert RFP number]*

Mission: IOM Nairobi, Regional Office for East and Horn of Africa

Project Name: Joint Initiative for migrant protection and reintegration in the horn of Africa

WBS: *[insert project budget line/ WBS]*

Title of Services: Final Evaluation for EU-IOM Joint Initiative for migrant protection and reintegration in the horn of Africa

Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting firm for the *Final evaluation for EU-IOM Joint Initiative for migrant protection and reintegration in the horn of Africa* for which this Request for Proposals (RFP) is issued.

IOM now invites Consulting Firms (hereinafter referred to as Bidders) to provide Technical and Financial Proposal for the following Services: *Final Evaluation for EU-IOM Joint Initiative for migrant protection and reintegration in the horn of Africa*. 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

Should you decide to submit a proposal for this service, we kindly request that you send an email to *IOM regional procurement, RONairobiProcurement@iom.int* within five calendar days from the date of issue. By doing so, IOM can provide you with any answers to questions submitted by other bidders.

The Proposals must be delivered by hand, or email to IOM with office address at *Regional Office for East and Horn of Africa, Sri Aurobindo Avenue, Off Mzima Spring Road, Lavington* or sent to *RONairobiPIU@iom.int* on or *before midnight 30th June 2022 (EAT time)*. *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.

Joint Initiative for migrant protection and reintegration in the horn of Africa Unit

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

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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.

1.1 The Bidders costs of preparing the proposal and of negotiating the contract, are not reimbursable as a direct cost of the assignment.

1.2 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.

1.3 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 Bidders.

1.4 IOM shall provide at no cost to the Bidder the necessary inputs and facilities and assist the Firm 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 Bidders who have acknowledged *the receipt of this RFP*.
- 4.2 Bidders 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 ten (10) 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.
- 5.2 The Proposal, and all related correspondence exchanged by the Bidders 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.¹
- b) Proposed professional staff must, at a minimum, have the experience of at least *ten (10) years in designing and conducting project evaluations, reviews and research, knowledge and experience working in the field of migration and assisted voluntary return, protection, trafficking etc, extensive experience of M&E and Excellent analytical and writing skills. preferably working under conditions similar to those prevailing in the JI core countries in the HOA, namely Ethiopia, Somalia, Sudan and Djibouti, as well as the RCU based in Kenya given regionally implemented and coordinated activities, looking at all pillars of the Action.*

6.2 The Technical Proposal shall provide the following information in the following order.

- a) A brief description of the Firm and an outline of recent experience on assignments of 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 *ten years (10) years.*
- f) Financial proposal for the assignment. 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.

¹ This clause shall be included/revised as deemed necessary

- a. Bidders shall express the price of their services in *US Dollars (USD)*.
- b. The Financial Proposal shall be valid for *sixty (60) calendar days*. During this period, the Bidder is expected to keep available the professional staff for the assignment². 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.

6.3 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 or indelible ink as applicable. It shall contain no overwriting, except as necessary to correct errors made by the Bidders themselves. Any such corrections or overwriting must be initialed by the person(s) who signed the Proposal.
- 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

- 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 *two (2) business days*

9. Evaluation of Technical and Financial Proposals

² For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

- 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 *twenty-one (21) calendar days* 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 *10th of July at IOM Nairobi, Regional Office for East and Horn of Africa, Sri Aurobindo Avenue, Off Mzima Spring Road, Lavington.*
- 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 *1st of 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

EU-IOM JOINT INITIATIVE FOR MIGRANT PROTECTION AND REINTEGRATION IN THE HORN OF AFRICA

TERMS OF REFERENCE FOR THE FINAL EVALUATION OF THE HORN OF AFRICA WINDOW

Evaluation Context:

Launched in December 2016 with funding from the EU Emergency Trust Fund for Africa (EUTF), the EU-IOM Joint Initiative on Migrant Protection and Reintegration is the first comprehensive programme to save lives, protect and assist migrants along key migration routes in Africa. It enables migrants who decide to return to their countries of origin to do so in a safe and dignified way, and to help them restart their lives in their countries of origin. This is done through an integrated approach to reintegration that supports both migrants and their communities. The Joint Initiative covers and closely cooperates with 26 African countries in the Horn of Africa, the Sahel and Lake Chad, and North Africa. Including the commitments, the EU-IOM Joint Initiative has received EUR 491 million in funding to date of which EUR 67,4 million is earmarked for the Horn of Africa region.

The EU-IOM Joint Initiative in the Horn of Africa (JI-HOA) commenced in March 2017 in Khartoum Process countries targeting Ethiopia, Somalia, Sudan and Djibouti but also extending support to other Khartoum Process countries of Eritrea, Kenya, South Sudan and Uganda. The programme is coordinated by the Regional Coordination Unit (RCU) based at the IOM's Regional Office for the East and Horn of Africa in Nairobi, Kenya.

Evaluation purpose

The final evaluation will look at the relevance, effectiveness, efficiency, coherence, and sustainability of the programme³. To this end, the evaluation will assess the achievements of the programme against its key objectives, including re-examination of the relevance of the objectives and of the design. It will also identify factors that have facilitated or impeded the achievement of the objectives.

The donor (EU – DG INTPA), EU Delegations, and other EU services, IOM HQ, ROs involved in the EU-IOM Joint Initiative and the implementing IOM Country Offices as well as the Governments involved, project beneficiaries and implementing partners are the main audience for this evaluation and will use the lessons learned to improve quality of response for upcoming programmes. Lessons learned, recommendations and best practices will be also shared with involved partners, beneficiaries and stakeholders at country, regional and HQ level

To date, there have been a range of monitoring and evaluation implemented under the EU-IOM Joint Initiative. The evaluation is intended to consolidate the findings and lessons learned that have been identified where applicable.

³ In line with adapted OECD DAC evaluation criteria, 2019.

Evaluation scope

The evaluation will cover four JI core countries in the HOA, namely Ethiopia, Somalia, Sudan and Djibouti, as well as the RCU based in Kenya given regionally implemented and coordinated activities, looking at all pillars of the Action.

The period under review will cover the whole programme period, from start of (retroactive) implementation in March 2017 up to date.

Evaluation Criteria and Questions:

The evaluation questions below, based on the OECD/DAC criteria represent a provisional and indicative list of questions to be reviewed and refined by the evaluation team in the scoping and inception phase of the evaluation process. The questions will be tailored to the primary areas of focus, and will examine the role of the country offices, the ROs in Nairobi and Brussels as well as HQ in the programme implementation.

1. Relevance/Appropriateness:

1. How appropriate are programme activities to the declared migrant, returnee and community needs?
2. Whether the capacity building component corresponds to the declared needs of the local and national governments in the area of protection, return and reintegration?
3. In what ways has the affected population⁴ and relevant stakeholders been involved in the design, implementation, and monitoring of the programme?
4. To what degree have gender, disability, ethnicity and protection issues been included in the programme?
5. Is the programme viewed by stakeholders and beneficiaries as “Doing the right thing”?

2. Effectiveness:

1. Have all the programmatic and operational commitments been delivered?
2. Has the programme defined and administered appropriate, coherent, and consistent ways of screening migrant vulnerabilities (both before and after return)? To what extent was eligibility to receive assistance from the programme determined by vulnerabilities?
3. Have all reasonable efforts been taken by the programme and its implementing partners to reach and remain in contact with beneficiaries?
4. Have extra measures been put in place to reach and remain in contact with the most vulnerable individuals?

3. Efficiency:

1. Were the programme activities designed and implemented in an economic and timely way⁵?

⁴ Migrants (in host/transit countries who would like to return or those already in their country of return, stranded migrants, plus potential migrants), host and transit communities, societies in the target countries of the region with a particular focus on youth, EU Member States, national stakeholders part of the EU-IOM Joint Initiative in the Horn of Africa, African Union Commission and Regional Economic Communities.

⁵ Where “Economic” is the conversion of inputs (funds, expertise, natural resources, time, etc.) into outputs, outcomes and impacts, in the most cost-effective way possible, as compared to feasible alternatives in the context, and “Timely” delivery is within the intended timeframe, or a timeframe reasonably adjusted to the demands of the evolving context.

2. What are the internal and external constraints that need to be accounted for in the future programming to avoid budget overruns and programme delays?
3. What are the main reasons for delays in assistance provision? Has the programme addressed them appropriately? Were the most efficient modalities of assistance deliverance chosen out of the options available?
4. To what extent has the programme tapped into existing services provided by referral actors (who are not receiving funding by the programme for the services they provide)?

4. Coherence:

1. How has the programme increased availability of protection, return and reintegration services for the beneficiaries?
2. How well was the programme coordinated with other interventions, both internal to IOM and external? Have all the opportunities been used to integrate/expand the assistance provided by the programme with other initiatives?
3. How well has the programme involved private sector in building engagement through available opportunities? If so, which sectors have been engaged?
4. To what extent has the programme engaged government entities/institutions? What are the possible opportunities/ resources to further this engagement?

5. Sustainability:

1. Was the support provided to beneficiaries sufficient to achieve sustainable reintegration as per IOM's definition of sustainable reintegration.
2. Was the reintegration counselling process participatory, comprehensive and flexible enough to find a combination of assistance suitable to achieve sustainable reintegration?
3. Has ownership of Migrant Resource Centers (MRCs) by government authorities increased thanks to and during the programme?
4. How sustainable are programme reintegration results at an individual- and community-level?
5. Has the programme put in place measures to mitigate any major constraints for community-based projects to continue generating benefits after the programme closure?
6. How was Government/Community ownership promoted in the area of return and reintegration?
7. How sustainable are programme results on the structural and government levels?
8. What long term formal and informal partnerships (beyond project implementation period) were established to support programme results, including new partnerships established between IOM's implementing partners with other local entities?

The Final Evaluation will identify the most important results, lessons learned and best practices to be considered for future programming in the recommendations/next steps section.

Evaluation Methodology

In order to help gather as much insight as possible, the methodology should seek to maximize efficiency in generating insight and minimize disruptions to the programme workflows, at a critical phase during which programme staff deals with prolonged effects of national emergencies and imminent closure of the programme operations, the evaluation will follow a phased approach, which will allow time for reflection and real-time feedback. The evaluation aims to be participatory in its approach, to ensure ownership and promote interaction with the IOM teams in the country offices, Regional Offices in Nairobi and Brussels, relevant staff at IOM HQ, and relevant state and non-state IOM partners.

The Evaluation will to the extent possible, consult the following stakeholders: : .

- Migrants and returnees
- Community members
- Implementing partners and other relevant actors (e.g., NGOs, UN agencies, private sectors, migrant community associations, etc.)
- Government partners and departments
- DG INTPA
- EU Delegations
- IOM staff including programme field staff, RO staff

The Evaluation will employ mixed methods to triangulate qualitative and quantitative data and reach findings and conclusions in each phase, as outlined below.

Phase 1: Scoping and Inception Phase – The first phase involves rapid desk review of key documents provided by IOM’s country offices and the Regional Office in Nairobi. IOM will provide the evaluation team with all relevant documentation and information, including programme documents, Framework AVRRO SOPs, internal and external reports, mid-term evaluation, final evaluation for Sahel and Lake Chad region, needs assessments, research outputs, and survey reports as well as other documents that will be considered relevant.

IOM will also discuss and agree with the evaluation team on timelines of key milestones and provide a list of key informants from IOM, beneficiaries, and other partner organizations and stakeholders to be interviewed.

In the first phase, the consultants can also start developing the data collections tools that will be used in the 2nd phase.

Quantitative field data collected during routine monitoring using the regionally harmonized M&E surveys will be available to the evaluation team. Several research activities are expected to be completed by the time of the inception phase and reports will be available (MHPSS Lessons Learning and Research reports, Partnership analysis, Remigration discreet choice experiment, Case management study, as well as Spot Analytical Reports under IMPACT Study).

The main output of the scoping and inception phase will be an Inception Report, to be approved by IOM.

Phase 2: Structured Field Work Phase – In the second phase, the evaluation will employ a mixed-method approach entailing data collection, triangulation of qualitative and quantitative data to put together a comprehensive and credible evidence base to assess programme implementation. At the end of the data collection a short report with preliminary findings will be presented. Taking into account COVID-19 consideration and security constraints in the region, most of data collection will be done remotely.

Phase 3: Report Preparation Phase – This phase of the evaluation will include the drafting and finalization of the final report, based on the analysis of data and information gathered in Phase 1 and 2, which will provide a comprehensive assessment of the EU-IOM Joint Initiative for Migrant Protection and Reintegration in the Horn of Africa.

Phase 4: Dissemination – The evaluation team will conduct a final debrief to communicate the findings, conclusions, and recommendations of the evaluation, and to facilitate strategic reflection and uptake of useful lessons and recommendations.

The evaluation must follow the IOM Data Protection Principles, United Nations Evaluation Group norms and standards for evaluations, as well as relevant ethical guidelines.

Bidders are invited to elaborate in their Technical Proposals on the intended approach(es) to data collection and the targeted amount of data to be collected: e.g., for qualitative data collection, the minimum number of Key Informants Interviews (KIIs) and Focus Group Discussions (FGDs) to be conducted; for quantitative data collection, the targeted sample size and the sampling methodology envisaged.

Respondents, Informants and FGD participants will be selected in close coordination with IOM, based on relevance and other methodological or protection-related considerations. The Service Provider is also responsible for the definition of appropriate data collection tools, which will be reviewed by IOM before their deployment.

Ethics

This assignment will entail data collection from different subject which may include vulnerable individuals and households. It is essential that data collection is conducted in full compliance with recognised ethical standards. This includes the need to obtain and record the informed consent of the respondents/participants prevent or avoid situations where the respondents/participants may suffer (directly or indirectly) any damage by making themselves available to the research. Perspective Service Providers are invited to elaborate on the ethical and methodological standards envisaged for data collection activities. During the assignment, the Service Provider is required to apply the data collection guidelines, protocols and the consent formulae suggested by IOM.

Perspective Service Providers are also invited to demonstrate a clear understanding of IOM Data Protection principles in their proposals, and to elaborate on how these are incorporated in their proposed approach and plans.

Evaluation Deliverables

The evaluation team will generate the following major outputs in English language that will be reviewed by relevant IOM staff and the Reference Group. These include:

1. **An inception report** of maximum 15 pages (not including annexes). The inception report is intended to outline the evaluation team's understanding of the JI-HOA. It will include a proposed methodology and workplan as well as data collection tools (i.e., interview guide for KIIs, focus group discussion guides, questionnaires for consultations with beneficiaries, etc.) to be used during the evaluation.
2. **Report (Preliminary Findings)** of maximum of 10 pages at the end of the data collection phase.
3. **Draft Evaluation Report** that outlines clear evidence-based findings, conclusions, and specific recommendations.
4. **Final Evaluation Report** with a clear Executive Summary of no more than 10 pages.
5. **Abridged report** of no more than 30 pages.
6. **Power-point Presentations** that will be used by the evaluation team to present the findings at the final debriefing.

7. **Learning brief** of no more than 5 pages that outlines key methodology, findings, and conclusions as well as recommendations to be used for dissemination.

Timeframe

IOM expects the assignment to be fully completed by the **28th February 2023**. In their Technical Proposals, Bidders will provide a timeline for project activities and deliverables submission that is consistent with the completion timeframe indicated above.

Criteria		Score
1. Specific experience of the Service Providers relevant to the assignment and capacity to operate in the assignment directly or through partners: [Max 30 points]		
1) Similar experience in terms of the scope, cost and subject matter - i.e. (regional) project evaluation (of migrant protection, return and reintegration) carried out on behalf of governmental entities, international organisations or INGOs	4 or more similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	20
	3 or 4 similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	12
	1 or 2 similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	6
	No similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	0
2) Capacity to conduct fieldwork in Ethiopia, Somalia, Sudan directly or through partners.	Very good capacity to effectively conduct fieldwork.	10
	Fair capacity to effectively conduct fieldwork	5
	Poor or insufficient capacity to effectively conduct fieldwork	0

Criteria		Score
2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 45 points]		
1) Proposed approach for evaluation.	The elaboration presented fully addresses the requirements outlined in the ToR, showing excellent understanding of subject matter and required processed.	20
	The elaboration presented adequately addresses the requirements outlined in the ToR, showing moderate understanding of subject matter and required processed.	14
	The elaboration presented partially addresses the requirements outlined in the ToR, showing partial understanding of subject matter and required processed.	7
	The elaboration presented poorly addresses the requirements outlined in the ToR, showing poor understanding of subject matter and required processed.	0
2) Proposed methodology for the project evaluation.	The methodology presented fully addresses the requirements outlined in the ToR, showing excellent understanding of subject matter and required processed.	15
	The methodology presented adequately addresses the requirements outlined in the ToR, showing moderate understanding of subject matter and required processed.	10
	The methodology presented partially addresses the requirements outlined in the ToR, showing partial understanding of subject matter and required processed.	5
	The methodology presented poorly addresses the requirements outlined in the ToR, showing poor understanding of subject matter and required processed.	0
3) Workplan feasibility	More than adequate definition of activities, timelines and deliverables consistent with required Project duration as outlined in the ToR.	10
	Adequate definition of activities, timelines and deliverables consistent with required Project duration as outlined in the ToR.	5
	Timelines are unrealistic and/or deliverables and activities are inconsistent with the ToR.	0

Criteria		Score
3. Key professional staff qualifications and competence for the assignment: [Max 25points]		
1) Qualifications and Number of years of experiences of the Project Lead	More than 10 years (included) of experience in managing and overseeing assignments related to project evaluation based on mixed-method designs.	5
	Experience of 6 to 9 years (included) in managing and overseeing assignments related to project evaluation based on mixed-method designs.	3
	Experience of 2 to 5 years (included) in managing and overseeing assignments related to project evaluation based on mixed-method designs.	1
	Less than 2 years of experience in managing and overseeing assignments related to project evaluation based on mixed-method designs.	0
2) Overall qualitative and mixed method project evaluation expertise in the proposed team	A very good level of expertise and experience in conducting qualitative and mixed method project evaluations is present across the various members of the proposed team.	10
	A fair level of expertise and experience in conducting qualitative and mixed method project evaluations is present across the various members of the proposed team.	5
	A barely sufficient level of experience and experience in conducting qualitative and mixed method project evaluations is present across the various members of the proposed team.	2
	Insufficient level of experience and experience in conducting qualitative and mixed method project evaluations is present across the various members of the proposed team.	0
3) Overall migration related research/evaluation expertise in the proposed team	A very good level of expertise and experience in migration related research/evaluation is present across the various members of the proposed team.	5
	A fair level of expertise and experience in migration related research/evaluation is present across the various members of the proposed team.	3
	A barely sufficient level of experience and experience in migration related research/evaluation is present across the various members of the proposed team.	1
	Insufficient level of experience and experience in migration related research/evaluation is present across the various members of the proposed team.	0
4) Team composition (looks at adequacy of team size, overall team composition and balance, level of involvement of the various team members)	The proposed team is in general of adequate size, includes all relevant professional figures needed in a balanced organigram and each team member will dedicate a sufficient amount of time to the evaluation.	5
	Team size, composition and level of involvement of team members is fair for the successful delivery of the assignment but some minor gaps are present.	3

	Team size, composition and level of involvement of team members is barely sufficient for the successful delivery of the assignment.	1
	Team size, composition and level of involvement of team members is insufficient for the successful delivery of the assignment.	0

Section III. SCORECARD

Section IV – Pro-forma Contract

FPU.SF.19.20

IOM office-specific Ref. No.:	
IOM Project Code:	
LEG Approval Code / Checklist Code	

SERVICE AGREEMENT
Between
the International Organization for Migration
And
[Name of the Service Provider]
On
[Type of Services]

This Service Agreement is entered into by the **International Organization for Migration**, Mission in *[XXX]*, *[Address of the Mission]*, represented by *[Name, Title of Chief of Mission etc.]*, hereinafter referred to as “**IOM**,” and *[Name of the Service Provider]*, *[Address]*, represented by *[Name, Title of the representative of the Service Provider]*, hereinafter referred to as the “**Service Provider**.” IOM and the Service Provider are also referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. Introduction and Integral Documents

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

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

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

2. Services Supplied

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

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

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

3. Charges and Payments

- 3.1 The all-inclusive Service fee for the Services under this Agreement shall be *[currency code] [amount in numbers] ([amount in words])*, which is the total charge to IOM.
- 3.2 The Service Provider shall invoice IOM upon completion of all the Services. The invoice shall include: *[services provided, hourly rate, number of hours billed, any travel and out of pocket expenses, (add/delete as necessary)]*
- 3.3 Payments shall become due *[insert number of days in numbers] ([write figure in words])* days after IOM’s receipt and approval of the invoice. Payment shall be made in *[Currency code]* by *[bank transfer]* to the following bank account: *[insert the Service Provider’s bank account details]*.
- 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 derogating from any other right it may have, to defer 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) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The Price specified in Article 3.1 of 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.

4.2 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. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

4.3 The above warranties shall survive the expiration or termination of this Agreement.

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 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/Non-Performance

- 6.1 If, for any reason, the Service Provider does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. In the case of delay or non-performance, IOM reserves the right to take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances, including imposing penalties for delay or terminating this Agreement.

- 6.2 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*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

7. Independent Contractor

The Service Provider shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, 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

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.

10. Intellectual Property

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

11. Notices

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

International Organization for Migration (IOM)

Attn: [Name of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name 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 internationally accepted general principles of law and by the terms of the present 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

The official logo and name of IOM may only be used by the Service Provider in connection with the Services and with the prior written approval of IOM.

14. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM 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 terminate this Agreement at any time, in whole or in part.

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. Other amounts paid in advance will be returned to IOM within 7 (seven) days from the date of termination.

17.3 Upon any such termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

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. Special Provisions (Optional)

Due to the requirements of the Donor financing the Project, the Implementing Partner shall agree and accept the following provisions:

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

21. Final clauses

21.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 17.

21.2 Amendments may be made by mutual agreement in writing between the Parties.

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

For and on behalf of
The International Organization
for Migration

Signature

Name

Position

Date

Place

For and on behalf of
[Full name of the Service Provider]

Signature

Name

Position

Date

Place