

REQUEST FOR PROPOSALS

(PROCUREMENT OF SERVICES)

SERVICES FOR

Final Evaluation of **Document Examination Support Centre (DESC) Project:**
Phase I-IV

Prepared by



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Office for Asia and the Pacific
29th April 2022*

JP

REQUEST FOR PROPOSALS
RFP No.: *ROAP2022-002*

Mission: *IOM Regional Office for Asia and the Pacific*

Project Name: *Document Examination Support Centre (DESC): Phase I-IV*

WBS: *IB.0113.TH99.Q1.03.001*

Title of Services: *External Evaluation of the Project: Document Examination Support Centre (DESC): Phase I-IV*

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Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting firm for the final evaluation of **Document Examination Support Centre (DESC) project : Phase I-IV** for which this Request for Proposals (RFP) is issued.

IOM now invites Service Providers/Consulting Firms (hereinafter referred to as Bidders) to provide Technical and Financial Proposal for the following Services: **External Evaluation of the Project: Document Examination Support Centre (DESC): Phase I-IV**. 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 ROBangkokPL@iom.int on or **before 23rd May 2022 at exactly 23:59 Bangkok 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.

[Bids Evaluation and Awards Committee](#)
[IOM Regional Office for Asia and the Pacific](#)

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 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 bidder's 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 Service Providers/Consulting Firms.
- 1.4 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.
- 1.5 IOM shall provide at no cost to the bidders 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 anything 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 Letter of Invitation

4.2. Bidders may request for clarification(s) on any part of the RFP. The request must be sent 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) RFP No. ROAP2022-002-company name – Technical, and
- b) RFP No. ROAP2022-002-company name – Financial

Submit proposals only via email to: ROBangkokPL@iom.int

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 *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 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

¹ This clause shall be included/revised as deemed necessary

- 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 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.

- 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 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.

6.4 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 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.

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

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 *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 *31st May 2022 at IOM Regional Office for Asia and the Pacific, Rajanakarn Building, 18th Floor, 3 South Sathorn Rd, Yannawa, Sathorn District, Bangkok 10120.*
- 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 *3rd June 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

TERMS OF REFERENCE

FINAL EVALUATION OF THE DOCUMENT EXAMINATION SUPPORT CENTER (DESC) PHASE I-IV PROJECT

Commissioned by: Immigration and Border Management Unit, IOM Regional Office for Asia and the Pacific (ROAP)

Managed by: Jessica Dewangga, Regional Border and Identity Solutions Officer, IOM Regional Office for Asia and the Pacific (ROAP)

Evaluation context

Established in 1951, IOM is a Related Organization of the United Nations, and as the leading UN agency in the field of migration, 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. IOM works to help ensure the orderly and humane management of migration, to promote international cooperation on migration issues, to assist in the search for practical solutions to migration problems and to provide humanitarian assistance to migrants in need, including refugees and internally displaced people.

Through its **Immigration and Border Management (IBM)** Division, IOM supports Member States in improving the policy, legislation, operational systems, human resources and administrative and technical structures required to respond more effectively to diverse migration and border management challenges. Immigration and Border Management (IBM) activities are in line with IOM's commitment to facilitate orderly, safe and regular migration and mobility.

Document Examination Support Centre (DESC) Project

IOM has long recognized the importance of travel documents and the critical role of immigration and border control officials in handling such documentation at key stages of the migration process. In recognizing the existing need for direct assistance to such officials in document examination, IOM established the Document Examination Support Center (DESC). Through the operation of DESC, IOM hopes to collect and analyze pertinent data to uncover new trends in migration, as well as document fraud, in order to assist governments and development partners alike to prevent irregular migration and combat transnational crime more effectively.

The [Document Examination Support Center \(DESC\) initiative](#) aims to consolidate the front-line responses of target countries in Asia and the Pacific to counter irregular departures, entries and transits of travelers using fraudulent documents (e.g passports and visas forgeries and alterations) and/or false identities (imposter modus operandi) into participating

countries. All the activities and corresponding outputs in this Phase will have direct and indirect impact to the overall responses of law enforcement in target countries to counter transnational organized crime involving smuggling of migrants, trafficking in persons and irregular migration. Moreover, the systematic use of Verifier Travel Document and Bearer (TD&B) as a secondary inspection support tool is pivotal to develop evidence-based decisions and provides a pragmatic approach to bilateral and multilateral cooperation to address transnational organized crime involved in irregular migration.

Currently at its fourth phase, the DESC project has been implemented by the International Organization for Migration, Regional Office for Asia and the Pacific (IOM ROAP), funded by Canada's ACCBP Human Smuggling Envelope (HSE) since January 2012.

The need for the establishment of DESC was initially identified in 2011, when the IOM Regional Office for Asia and the Pacific recognized the critical need to build human capacities of law enforcement agencies in border management and more specifically in travel document examination and verification, in order to address the challenge of irregular migration in Southeast Asia. DESC has now expanded geographical coverage to a total of 46 workstations in 19 countries.

Central to the DESC initiative has been the sustainable capacities and empowerment of law enforcement officials, both at national and regional levels to address transnational organized crime as well as data collection and information sharing to inform evidence-based policy making and intelligence-led operation development in the context of combatting transnational organized crime.

DESC is also the Secretariat of the ANDEX network (14 Members + IOM) – The Asian Network for Document Examination is a multilateral technical forum of countries who meet annually to share emerging trends on document and identity frauds, coordinate bilateral interventions, and discuss policy decisions based on the DESC trends analysis. The following countries are members of the ANDEX Network: Brunei Darussalam, Bangladesh, Cambodia, Indonesia, Lao People's Democratic Republic, Malaysia, Maldives, Myanmar, the Philippines, Republic of Korea, Singapore, Sri Lanka, Thailand, Viet Nam.

DESC overall objective is to assist requesting Governments in combatting transnational organized crime and curbing irregular migration through capacity building to support law enforcement agencies in travel document and identity examination and verification. To achieve this objective, DESC has the following outcomes:

- a. Enhanced border control through the institutionalization of data collection and secondary inspection procedures, using IOM developed tools.
- b. Enhanced evidence-based border control operational decisions and policy directions based on the regional trends identified in travel document and identity frauds.

- c. Improved shared regional understanding among border agencies of Asia and the Pacific of ongoing and new trends in travel document and identity frauds and collaborative efforts to combat irregular migration.

IOM Regional Office for Asia and the Pacific intends to commission an external final evaluation for the DESC project. As such, IOM will engage an evaluation firm to conduct this assignment according to the scope of work detailed below.

Evaluation purpose and objective

IOM conducts project and programme evaluations as part of its commitment to improved results-based management. Results of this evaluation will be used by project management, senior management, stakeholders and the donor to improve decision-making, ensure accountability, and support future programme design and implementation. While several assessments have been conducted during project implementation, a comprehensive evaluation of the DESC initiative, including its previous Phases I-III and current Phase IV is missing. As there are plans to develop DESC Phase V, an evaluation to document the effectiveness of the initiative, change created, most important outcomes identified, lessons learned and best practices and what should be avoided in order to improve implementation (recommendation/next steps section) is much needed to further inform the planning and implementation of Phase V. The evaluation also aims to assess how effective and sustainable the achievements are likely to be in reaching the project outcomes and long-term objectives. The evaluation will also have a focus on how the DESC initiative has contributed to address irregular migration in the target countries, with a specific focus on how the initiative has contributed to the objective of curbing smuggling of migrants using fraudulent documents and or false identities. The evaluation will also be conducted for use by governments/relevant departments of the DESC member states, IOM country offices, IOM Head Quarters and Government of Canada to better assess value for money, impact and sustainability.

Evaluation scope

The evaluation will cover project implementation since its inception for the following periods: Phase I between January 2012 and June 2013; Phase II between July 2013 and December 2015; Phase III between March 2016 and March 2018 and its current Phase IV (starting April 2018 ending March 2022). Evaluation for the previous phases (I-III) will be focusing on whether results have lasted (sustainability) and overall impact. Main focus for the evaluation is to evaluate phase IV (current phase) of the project, where the evaluation must focus on project's relevance, effectiveness, coherence, sustainability (as the project ends July 31st, 2022, it would be difficult to measure the impact of phase – iv (current phase).

As the Verifier TD&B is exclusively used by the immigration/border control officials, hence, they would be the stakeholders/beneficiaries for this evaluation. Other important stakeholders includes, IOM country offices and the IOM headquarters. In addition, the evaluation needs to assess gender incorporation and human rights-based approach as the main cross-cutting issue. The evaluation needs to identify the most important lessons learned, or best practices that should be considered in order to improve future project implementation.

Evaluation criteria

The evaluation will be based on OECD DAC's six criteria of: Relevance, Coherence, Efficiency, Effectiveness, Impact and Sustainability. The evaluation firm will ensure that the findings are analyzed with particular focus on gender and human rights considerations.

Evaluation Questions

Relevance:

- Do the intervention's expected outcomes and outputs of the current phase remain valid and pertinent either as originally planned or as subsequently modified?
- To what extent were gender and human rights considerations integrated in the project design and implementation?
- Is the project aligned with and supportive of IOM as well as national, regional and/or global strategies, including the IOM global Strategic Vision and Strategic Results Framework and the Migration Governance Framework?

Effectiveness:

- Has this project's current phase enhanced the capacity of the frontline officials to make evidence based operational decisions and policy directions based on trends identified in travel document and identity frauds? And are the beneficiaries satisfied with the services/trainings/products provided?
- To what extent did the project adapt to changing external conditions – including the current global COVID-19 pandemic – to ensure project outcomes?

Efficiency

- Were the project activities undertaken and were the outputs delivered on time?
- How well are the resources (funds, expertise and time) being converted into results?
- Is the project and its activities planned and implemented in cost-efficient manner?

Impact

- What type of impact did all four phases of the project have on their beneficiaries and relevant stakeholders? Were there any unexpected positive or negative effects observed as a result of project's interventions?
- What key changes in each Phase has the project brought within the targeted institutions?

Sustainability

- Are structures, resources and processes in place to ensure the benefits generated by the project are continued after the current phase of the project ends?
- Do the target groups/partners have the financial and technical capacity acquired from each Phase of the project to guarantee a sense of ownership without project assistance and whether they have any plans to continue making use of the services/products produced?

Coherence

- To what extent do the other implemented interventions support or undermine the intervention?
- To what extent does the intervention add value/avoid duplication in the given context?

IOM ROAP is interested in all findings of the evaluation firm on the above questions, but conclusions (including lessons learned), best practices, and suggested recommendations to modify future programming are particularly relevant. During the inception phase the evaluation firm should develop, modify and fine tune the evaluation questions in consultation with the evaluation manager.

Evaluation methodology

During the inception phase, the evaluation firm will provide a detailed evaluation methodology. The evaluation will use inclusive and participatory methodologies that involve all relevant stakeholders.

Qualitative and quantitative methods will be used for data collection and analysis. Data is to be collected with relevant stakeholders including beneficiaries, donor, IOM Country Office counterparts, progress reports and final reports submitted. Surveys will be disseminated to Verifier TD&B focal points as well as interviews conducted in person and remote/virtually where travel is feasible (no COVID-related restrictions). Desk review of various reports and case studies of champion countries using Verifier TD&B is to be conducted. DESC team aims to seek the advice of the evaluator on the most appropriate methodologies to be used including cross cutting themes such as gender mainstreaming in project implementation. The evaluator will therefore be expected to provide a more detailed methodology to respond to the evaluation questions during the inception phase.

IOM will engage a consultancy firm to lead the process and division of labour, conduct desk review of background documentation, produce inception report, develop the methodology and instruments, prepare workplan, collect data, prepare analytical framework and draft final evaluation reports.

Ethics, norms and standards for evaluation

The evaluation is to be conducted in line with IOM Data Protection principles. IOM abides by the UNEG norms and standards 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 as well.

Evaluation deliverables

The external evaluator is expected to deliver the following:

- Inception report should include a detailed methodology, evaluation matrix with revised evaluation questions and sub-questions, data collection tools, and workplan. The evaluation matrix will demonstrate the evaluator's understanding of the ToR and outline data collection and analysis plans, and will be reviewed by the evaluation manager, the regional M&E officer, the Integrated Border Management Regional Thematic Specialist, the Project manager and the Project Team prior to the start of field work. The inception report will include an evaluation matrix, with revised evaluation questions, and sub questions, workplan and initial drafts of interview guidelines, data collection tools and an agenda for interviews and field visit schedule.
- Draft evaluation report submitted for comment using an agreed structure, summarizing all the findings. Key stakeholders will provide feedback on the report.
- Final evaluation report;
- Evaluation brief (according to the template);
- Management response, partially filled out (template will be provided by IOM);
- Final presentation of the evaluation report;

All deliverables are to be written in English and meet professional language standards. IOM will retain the right to withhold payment to the evaluation firm if deliverables are deemed not to be up to reasonably expected standard.

Specifications of roles

Evaluation firm composition and requirement

- The evaluation lead will be responsible for coordination during all phases of the evaluation process, ensuring the quality of outputs and application of methodology, including methodology of data collection, analysis as well as timely delivery of all evaluation products.
- The evaluation firm will provide regular feedback on progress and any challenges faced.
- In addition, the evaluation firm is to conduct bilateral meetings with Regional Thematic Specialists (RTS) in term of questions evaluation.
- The firm will prepare an Inception Report including a detailed methodology (to be coordinated with IOM ROAP).

The duties and responsibilities of the lead consultant are as follows:

- Lead the inception phase and develop an inception report outlining design, approach, and methodology of the evaluation and an indicative workplan of the evaluation

within the framework of this ToR, including conducting desk review of background materials, specifically, IBM project documents including related donor interim and final reports.

- Oversee and assure quality of data collection and leading the analysis of the evaluation evidence.
- Meet with beneficiaries, donors, partners and other stakeholders to review findings, conclusions and recommendations.
- Establish a reference group to review the methodology and provide feedback, during the inception phase of the evaluation, through a validation workshop, and further, to draw a list of possible stakeholders and how they can be involved in the process.
- Lead the preparation of reports and submission of all evaluation products.
- Finalize all evaluation documents by ensuring all feedback is integrated.
- Lead the preparation of the evaluation communication products.

Evaluation/IBM Project Manager: The Evaluation Manager is to oversee the quality assurance to:

- Agree on the work plan between the Evaluation Manager and the Evaluation firm.
- Provide general information and documents related to the project.
- Review the inception report and related evaluation reports.
- Coordinate review of the evaluation deliverables with relevant persons eg. RTS, Donor and IOM Staff and other key stakeholders.
- Review, and ensure input is incorporated and accepted in the final report.

IBM staff

- Provide information about profiles of DESC key stakeholders/beneficiaries.
- Support scheduling of in-person and virtual meetings and send meeting request correspondence to identified key stakeholders.
- Facilitate the reference group discussions.
- Support logistical and travel arrangements as required.
- Coordinate with relevant stakeholders including government counterparts.
- Procure translation and interpretation services.
- IOM is to confirm the final design of the evaluation.

Regional Thematic Specialists (RTS)

- Regional Thematic Specialists (RTS) are to review the evaluation questions, in coordination with the headquarters, providing guidance and instructions and for ensuring that project evaluation is linked to the strategic objectives of their programmes.

Government stakeholders/beneficiaries

- Coordinate with IBM staff for scheduling meetings;
- Prepare feedback and response for Evaluation questions (that will be shared in advance);
- Provide feedback and validate evaluation findings.

Time schedule

A tentative time frame for the evaluation is provided below. The evaluation is expected to be completed within 8 weeks from date of contract signing.

Activity	Responsible Party	Number of Days	Timing
Signature of contract	IOM and consultant(s)	1	Week 1
Inception meeting to clarify TOR (discuss evaluation approach, theories, activities of the evaluation)	IOM and consultant(s)	2	Week 1
Presenting to IOM a detailed Inception Report describing initial findings based on the literature review, the evaluation methodology, detailed work plan, the outline of the final report in addition to the inception report in English	Consultant(s)	6	Week 1- 2
Presentation of inception report incorporating feedback given during a validation workshop	Consultant(s) + IOM	1	Week 2
Comprehensive literature review	Consultant(s)	5	Week 3
Adapting evaluation tools and field work (incl. focus group discussions, interviews, etc.)	Consultant(s)	5	Week 4
Data analysis	Consultant(s)	10	Week 5-6
Incorporation of comments and produce first draft of the report in English	Consultant(s)	10	Week 5-6
Second draft, and send it to IOM for review		2	Week 7
Comments and feedback on second draft	IOM	2	Week 7
Presentation of the final draft	Consultant(s)	1	Week 7

Evaluation budget

IOM will cover consultancy fees; travel related expenses for in person visits/meetings (airfare and DSA); interpretation costs if required and other expenses including mandatory quarantine accommodation.

Evaluation requirements

Required Qualifications and Experience

- (a) The lead consultant will have a completed advanced university degree in Law, Public Policy and Management, Migration Studies, International Development, or any other relevant university degree.
- (b) Proven experience designing and leading evaluations in the field of migration and integrated border management utilizing participatory approaches and methodologies.
- (c) The evaluation firm must have previous experience conducting evaluation.
- (d) Knowledge and experience in gender equality and human rights.
- (e) At least seven (7) years of relevant experience conducting evaluations of strategies, policies and/or development programmes and projects.
- (f) Previous experience working in South East Asia will be considered a strong asset.
- (g) Knowledge on the political, economic and/or Social Affairs in South/South East Asia is a strong advantage.
- (h) Excellent writing skills with a strong background in report drafting.
- (i) Previous experience with IOM and with UN specialized agencies is an advantage.

Submission of application

Proposals shall be evaluated using a two-stage procedure, whereby the evaluation of the technical proposal will be completed prior to the evaluation of the financial proposal. Applications are, therefore, expected to contain the following required documentation:

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.

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

Evaluation consultancy firms should submit their applications via email, addressed as **“Application for the Evaluation of the DESC Initiative”** via email to the following address: ROBangkokPL@iom.int. All submissions with complete set of documents should reach IOM no later than midnight (Bangkok local time) on **Monday 23rd May 2022**. Late applications will not be accepted.

Any questions regarding the call for applications should be sent to the following address:
ROBangkokPL@iom.int.

Section III. SCORECARD

Scorecard for Assessment of Consulting Firms for Evaluations

The evaluation manager can adapt the scorecard to reflect the specific evaluation. If the Project Manager does not have the appropriate technical competencies to evaluate the applications, he or she should include a monitoring and evaluation professional, such as an IOM Monitoring and Evaluation Officer, in the review.

The scorecard should be weighted to reflect the relative importance of the different assessment criteria by inserting a value in the Value Column .

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

Criteria	Value	Score	Total
Technical			
the proposal indicates a comprehensive understanding of the assignment			0
If relevant, the application details the target number of respondents.			0
If relevant, the application describes how the sampling frame will be derived.			0
The proposed methodology is sufficient to meet the purpose of the evaluation.			0
The team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.			0
Quality assurance			
The bid includes a quality assurance plan.			0
Evaluation team			
The consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct the evaluation.			
The competencies required for this assignment are met through members of the team			
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.			0
The consulting firm has strong experience in conducting evaluations of a similar nature.			
The lead evaluator has experience in managing evaluation teams.			0
Budget			
The budget proposal is realistic, and in line with international practices and standards			0
the budget does not exceed available funds	YES/NO		

Other			
The sample of written work provided demonstrates strong writing and analytic skills.			0
The consulting firm provided relevant references and the references provided were positive.			0
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.			0
TOTAL		0	0

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

