

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Final Evaluation of the Project: –
*Bangladesh Sustainable Reintegration and Improved Migration
Governance (Prottasha) project*

Prepared by



*Mission Support Unit, IOM Bangladesh
House No:13/A, Road:136, Gulshan-1212, Dhaka
June 2022*

REQUEST FOR PROPOSALS
RFP No.: [CO/RT/2022/001](#)

Mission: [IOM Bangladesh](#)

Project Name: Bangladesh: Sustainable Reintegration and Improved Migration Governance

WBS: [RT.1343.BD10.57.02.001](#)

Title of Services: Final Evaluation of the Project: –
Bangladesh Sustainable Reintegration and Improved Migration Governance (Prattasha) project



Request for Proposals

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting firm for the evaluation of Bangladesh: Sustainable Reintegration and Improved Migration Governance 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: [\[Final Evaluation of Prottasha Project\]](#). More details on the services are provided in the attached Terms of Reference (TOR).

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

The RFP includes the following documents:

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

Should you decide to submit a proposal for this service, we kindly request that you send an email to *IOM Dhaka, Procurement and Logistics* DhakaPL@iom.int and copy to murahmed@iom.int by 23 June, 2022. By doing so, IOM can provide you with any answers to questions submitted by other bidders.

The Proposals must be delivered by hand, mail or email to IOM with office address at *House: 13/A, Road 136*, on or *before 23 June, 2022* No late proposal shall be accepted.

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

A handwritten signature in black ink, appearing to be 'Z. Ahmed', written over a light blue grid background.

National Procurement and Logistics Officer

**Address: House 13/A, Road-136, Gulshan-1,
Dhaka, Bangladesh**

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 firms (“bidders” hereafter) 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 Letter of Invitation *at least seven (7) calendar days*.
- 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 *at least seven (7) 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) The bidder should be an international consultancy firm which will then subcontract a local Bangladesh-based firm to carry out data collection, fieldwork and on-the-ground coordination with stakeholders. The presence of international firm in Bangladesh would be a strong asset.
- b) Proposed team lead must, at a minimum, have the experience of at least seven years preferably working under conditions similar to those prevailing in the country of the assignment, experience should be in Bangladesh and South Asia. The local evaluation team must have experience conducting surveys, in-depth interviews (IDI) and key-informant interviews (KII) from the field and local level stakeholders.

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 and their specific role in the evaluation
- e) Latest CVs for each suggested team member. Key information should include number of years relevant experience and degree of responsibility held in various assignments during the last five 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.
 - a. Bidders shall express the price of their services in US Dollars (USD) or Bangladesh Taka (BDT).
 - b. The Financial Proposal shall be valid for 60 days. During this period, the Bidder is expected to keep available the professional staff for the assignment.¹ IOM will make its best effort to complete negotiations and determine the award within the validity period. If IOM wishes to

¹ For this purpose, the Mission may have the option to require short-listed Consultants a bid security.

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 15 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 twenty (20) 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 29 June 2022 and House: 136, Gulshan-1, House 13/A, Dhaka, Bangladesh.
- 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 01 July, 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

Final Evaluation of the Project: –

Bangladesh Sustainable Reintegration and Improved Migration Governance (Prottasha) project

Commissioned by: International Organization for Migration (IOM) Bangladesh

Managed by: IOM Bangladesh Head of Mission Support Unit (MSU),

1. Evaluation Context

The lack of job opportunities in Bangladesh, poor awareness of safe migration at the local level, centralized migration management processes and mechanisms, and the high cost of migration all contribute to high numbers of Bangladeshi migrants choosing unsafe, irregular migration channels. To promote safe migration and sustainable reintegration for Bangladeshi migrants and returnees it is necessary to identify gaps in the migration management processes and strengthen the mechanisms to ensure that migrants receive efficient, reliable, and accessible migration services. In addition, potential migrants and their communities need a better understanding of the processes and strategies of safe migration. Particularly, it is important that potential migrants understand the risks of irregular migration, and the regular pathways and mechanisms available to them which can help ensure positive and beneficial migration experiences.

Limited services, a lack of cohesive policy framework and little community understanding of the needs of returning migrants hinders the ability of many returning migrants to sustainably reintegrate into society. In line with IOM Integrated Approach to Reintegration (IAR), it is important to develop policy and provide services targeting the social, psychosocial and economic needs of returning migrants.

1.1. Prottasha Project

In this context, since 2017 the *Bangladesh Sustainable Reintegration and Improved Migration Governance (Prottasha)* project is being implemented by IOM in partnership with BRAC, with financial support from the European Union (EU). The overall objective of the project is to contribute to the sustainable reintegration of returnees and the progressive achievement of Sustainable Development Goal 10.7 to facilitate orderly, safe, regular and responsible migration and mobility of people, including through the implementation of planned and well-managed policies in Bangladesh.

The specific objectives (SO) of the project are:

- **SO 1:** Irregular migrants returning to Bangladesh are sustainably reintegrated.
- **SO 2:** The capacities of the Government of Bangladesh and other migration actors are strengthened to manage migration at central and local levels and to ensure reintegration of irregular migrants.
- **SO 3:** Returning Migrants, aspirant migrants, families, communities and local government and private sector actors make informed decisions about migration, and practice and promote safe, orderly and regular migration behaviors, including remittance management.

In 2019, IOM conducted a midterm evaluation of this project and as the project is nearing completion, IOM Bangladesh intends to commission an external final evaluation for the Prottasha project. As such, IOM will engage an international evaluation firm to conduct this assignment according to the scope of work detailed below.

2. 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. The evaluation will also assess value for money for the results accomplished. Additionally, the evaluation will inform IOM staff supporting similar projects of lessons learned and good practices. The final evaluation will inform IOM, the government of Bangladesh and other stakeholders' on designing of future interventions.

3. Evaluation Scope

The final evaluation will cover the period of April 2017 to July 2022 (while the project will continue until December 2022 the evaluation will be based on data collected until August 2022 to allow time for data analysis and drafting of the report before the end of the project).

The evaluation will be conducted in ten Districts that have Reintegration Service Centers (RSC) across the country.² The final evaluation will cover all components of the project under each of the Specific Objectives, and broadly allocate resources and time in relation to the relative expenditure between the various project components. The evaluation will also assess the extent to which this project has incorporated cross-cutting elements and addressed relevant issues including gender incorporation, and rights-based approach. The evaluation is expected to document recommendations, good practices and lessons learned that could be derived from the analysis.

4. Evaluation Criteria

The final evaluation will use selected OECD-DAC criteria³, namely: relevance, effectiveness, efficiency, sustainability, impact and coherence. The evaluation firm will ensure that the findings are analysed with particular focus on gender, environment and human rights considerations.

5. Evaluation questions

The evaluation firm is expected to expand on the below evaluation questions;

Relevance

1. Do the intervention's expected outcomes and outputs remain valid and pertinent either as originally planned or as subsequently modified?

² Dhaka, Sylhet, Noakhali, Cumilla, Narsingdi, Sharitapur, Khulna, Sirajganj, Tangail and Munshiganj, which cover all 64 districts in Bangladesh

³ <https://cutt.ly/EPOFYzz>

2. Is the project aligned with and supportive of IOM, national, regional, and/or global strategies and policies, including supporting the achievement of target 10.7 of the SDG's, and the implementation of the Global Compact for Migration?
3. To what extent did the project mainstream cross-cutting themes – including gender and human rights?

Effectiveness:

4. Has the project been effective in achieving its objective and outcomes?
5. To what extent has the project adapted to changing external conditions – including the global COVID-19 pandemic - in order to ensure project outcomes?

Efficiency

6. Were the project activities undertaken and were the outputs delivered on time?
7. Was the project implemented in the most efficient way possible?

Sustainability:

8. How likely is the result of the project to continue once the Prottasha project closes?
What are the major challenges to sustainability of outcome of this project? How could the project have better addressed these challenges to increase impact sustainability?

Coherence:

9. To what extent did the project synergize and interlink with interventions of the Government of Bangladesh and the donor community regarding strengthening overall migration governance, promoting reintegration approaches, policy discourses to prevent irregular migration and reintegration of irregular migrants, and raise awareness on safe migration and remittance management?

Impact

10. To what extent has the project impacted the overall context of sustainable reintegration in Bangladesh?

IOM Bangladesh 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 and prepare the evaluation matrix in consultation with the evaluation manager.

6. Proposed 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. Stakeholders include:

- Project beneficiaries, returnees and their families and communities;
- The Government of Bangladesh (GoB) officials across relevant ministries including;
 - o The Ministry of Expatriates' Welfare and Overseas Employment (MoEWOE), and its related offices;
 - Bureau of Manpower, Employment and Training (BMET);

- District Employment & Manpower Office (DEMO) ;
- Wage Earners' Welfare Board (WEWB);
- Probashi Kallyan Desk (PKD);
- The Ministry of Foreign Affairs (MoFA);
- The Delegation of the European Union in Bangladesh (EUD);
- Civil society organizations (CSOs);
- Private sector organizations;
- Other donors;
- United Nations (UN) agencies;
- Bangladesh United Nations Network on Migration (BDUNM);
- IOM, including IOM Bangladesh, the Regional Office for Asia and the Pacific, and the Regional Office for the EEA, the European Union and NATO; and
- BRAC - IOM Bangladesh's implementing partner for the project.
-

The methodology will involve a combination of desk review and in-depth interviews as a means of gathering and triangulating data from beneficiaries and partners. Specifically, the following methodologies are proposed (to be finalized by IOM and the evaluation firm during the inception phase):

- Desk review of relevant project documents, including the project proposal and revisions; donor reports, other reports of the project including survey reports, studies, strategies, and frameworks; the project's Detailed Work Plan (DAP); Monitoring data, results of baseline and Mid Term Review (MTR) assessments; project budget and financial reports; relevant IOM strategies and guidance; and relevant national strategies and action-plans (home-based, desk study);
- Interviews with project beneficiaries, government counterparts, and project partners (fieldwork in Bangladesh)
- Focus group discussions (FDGs) with project beneficiaries (fieldwork in Bangladesh)
- Key in-depth informant interviews with the EU, IOM and BRAC staff at all levels, government officials and other relevant actors, (fieldwork in Bangladesh);

The firm will be responsible for conducting Knowledge Attitude and Practice (KAP) survey, Reintegration Assistance Satisfaction Surveys (RASS),³ and Reintegration Sustainable Surveys (RSS) across the three components of the project using, the survey tools which were used in the baseline evaluation and mid-term review.

The precise evaluation modalities, methods and sampling will be finalized during the inception phase, though the overall tools to be used per Specific Objective are as follows:

Project Component: Sustainable Reintegration (SO1)

Non-experimental design

- Surveys: IOM-developed Reintegration Sustainable Survey (RSS) and Reintegration Assistance Satisfaction Survey (RASS).

- Methodology: Mixed methods (surveys, key informant interviews, case studies, most significant change stories)
- Sampling: Random sampling (Target for the survey is all beneficiaries profiled by +/- 4000)

Project Component: Migration Governance (SO2)

Non-experimental design.

- Methods: Key informant and in-depths interviews with selected beneficiaries
- Sampling: Purposive

Project Component: Awareness Raising (SO3)

Non-experimental design

- Methods: KAP survey
- Sampling: Stratified random sampling (superimposed on the sample for Sustainable Reintegration).

IOM will engage an international firm who can then sub-contract data-collection locally in Bangladesh, or to a firm with presence in Bangladesh. The overall structure of the evaluation will be as follows:

- International 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 and final evaluation reports.
- Local Evaluation team (based in Bangladesh) who, under the overall guidance of International evaluation team/firm will contribute to desk review of background documentation, conduct all field work, collect information and data (including producing written summaries of meetings and collecting audio recordings to be transcribed), conduct interviews and consultations with beneficiaries, engage stakeholders, and contribute to report writing.
- The overall coordination and quality control of the evaluation will be the responsibility of the International firm.

The evaluation firm will be responsible for the overall design of the evaluation including preparing methodology of data collection and analysis and producing the deliverables outlined below. The evaluation firm will provide regular feedback on progress and any challenges faced. The firm will prepare an Inception Report including a detailed methodology (to be coordinated with IOM Bangladesh, BRAC and the national evaluator).

The local evaluation team will collect quantitative and qualitative data under the supervision of international firm at national, sub-national and community levels to meet the review objectives. The data should be disaggregated by sex and age, where applicable.

The international evaluation firm will analyse data and draft the report in consultation with the local evaluation team (based on the written summaries, transcripts, and raw data provided by the local firm)

Data will be collected according to the agreed methodology and field visit schedule.

7. Ethics, norms and standards for evaluation

IOM abides by the norms and standards of UNEG 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. The final report should meet the standards laid out in the UNEG Quality Checklist for Evaluation Reports and comply with IOM internal style guidelines.⁴

8. Evaluation Deliverables

The deliverables expected from the evaluation team include the following:

Inception report summarizing the inception meeting discussions and workplan.

- **Evaluation Protocol which** should include a detailed methodology, evaluation matrix with revised evaluation questions and sub-questions, data collection tools and field workplan. The evaluation matrix will demonstrate the evaluator's understanding of the ToR and outline data collection and analysis plans, **Draft Evaluation Report**, using an agreed structure, summarizing all the findings. Key stakeholders will provide feedback on the report.
- **PowerPoint Presentation that systematically** summarizes the key preliminary findings, to be presented to stakeholders for the purposes of validation, correcting misinterpretation of data and soliciting their feedback.
- **Final Evaluation Report** will be produced, incorporating feedback from the stakeholder workshop and comments from project staff.
- **Evaluation Brief** (two pages) to facilitate sharing of the key findings, conclusions, and recommendations.
- **Complete datasets**, and transcripts from the qualitative methods.
-
- **Management Response Matrix**

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.

9. Specific Roles:

Evaluation team composition and requirements

The evaluation team will consist of an international evaluation firm and a sub-contracted local evaluation team supporting all substantive aspects of the evaluation. The international firm will be responsible for identifying and selecting the local partner and the coordination during all phases of the evaluation process, ensuring the quality of outputs and application of methodology as well as timely delivery of all evaluation products.

⁴ https://www.iom.int/sites/default/files/our_work/ICP/MPR/mrs_essential_house_style_elements.pdf

The duties and responsibilities of the international 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 team within the framework of this ToR, including conducting desk review of background materials.
- Direct and supervise the local evaluation team in carrying out collection, research and analysis of relevant documentation and other data, and reporting.
- 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.
- Lead the preparation of reports, with contribution of local evaluator and submission of all evaluation products
- Finalize all evaluation documents by ensuring all feedback is integrated
- Lead the preparation of the evaluation communication products.

The local evaluator will provide support to the international evaluator in all the aspects of conducting the evaluation, including translation and interpretation, and analysis of collected data, and drafting the reports. The local evaluator also will be engaged in field work (site visits).

The duties and responsibilities of the local evaluator are as follows:

- Contribute to the development of inception report, including conducting desk review
- Plan, organize and conduct data collection under close supervision of the International Consultant
- Provide written summaries of the data collected during field visit for the team lead
- Contribute to report writing (draft and final evaluation reports) and communication products
- Assist with translation to International Consultant throughout the evaluation process

The international evaluator will be responsible for engaging the local consultant – but before doing so they will be required to get IOM’s approval of the selected firm.

Overall, the international consultant as Team Leader will be responsible for coordination during all phases of the evaluation process, ensuring the quality of outputs and application of methodology as well as timely delivery of all evaluation products in close collaboration with the EMG.

The local consultant will provide support to the international consultant in all the aspects of conducting the evaluation, including translation and interpretation, and analysis of collected data, and drafting the reports. The local consultant also will be engaged in field work while Team Leader will be working remotely (online/ offline).

Evaluation management

The evaluation will be a consultative, inclusive, and participatory process and will include an evaluation management structure of IOM. The evaluation management structure includes an **Evaluation Management Group (EMG)** comprising of senior management of IOM and its delegated staff from MSU will be established to oversee the evaluation process, make key decisions, assure quality and jointly approve the different deliverables. The purpose of the EMG will be to facilitate the participation of relevant stakeholders for KIIs and communicate with the implementing partner to support the consultancy firm to organize FGDs and interviews in the field and scope of the evaluation,

raising awareness of the different information needs, quality assurance throughout the process and in disseminating the evaluation results.

Proposed Members of the Evaluation Management Group are:

- Deputy Chief of Mission (Development), IOM Bangladesh
- Head of Mission Support Unit, IOM Bangladesh
- National M&E Officer, IOM Bangladesh
- M&E Assistant, IOM Bangladesh
- Regional M&E Officer, IOM Regional Officer for Asia and the Pacific
- Regional Thematic Specialist for Migrant Protection and Assistance, IOM Regional Officer for Asia and the Pacific

For its day-to-day work, the EMG will not need to engage members of the group based in the , IOM Regional Officer for Asia and the Pacific (ROAP) – but for any technical questions where expert input is needed the EMG will be able to consult members based at ROAP.

10. Timeline

See the below time schedule to complete the assign task:

Activity	Responsible	Timeline
Compile and share relevant documentation	IOM (MSU in coordination with Project Manager)	3 days
Review documents and prepare a detailed inception report, including the evaluation matrix and the data collection tools	Evaluation firm	5 days
Prepare an inception report	Evaluation firm	5 days
Planning and facilitation of the data collection activities, logistical arrangements and schedule	Evaluation firm & MSU	5 days
Data collection, including travel time	Evaluation firm	30 days
De-brief Prottasha Team at conclusion of data collection activities	Evaluation firm	½ day
Draft report	Evaluation firm	15 days
Review and comments on the draft report	IOM (MSU in coordination with Project Manager)	2 days
Stakeholders Meeting	IOM & evaluation firm	½ day
Final report, Final Evaluation brief	Evaluation firm	2 days
Translation of the brief and sharing it with stakeholders	IOM	5 day
Management response plan	IOM & evaluation firm	1
Total		74

Field visits for data collection to be planned for 30 working days. A precise timeline will be established with the selected evaluator during the inception phase..

11. Evaluation Budget:

On the basis of the budget submitted, the selected firm will be responsible to cover all evaluation costs including the cost of data collection, and the travel of the teams.

12. Application requirements

The international evaluation firm should be able to identify and select a local research firm and no member of the evaluation team will be a staff involved in this project.

Functional competencies required of lead consultancy firm (both international and local evaluation firm)

Competencies

- Sensitivity and adaptability to culture, gender, religion, nationality and age
- Strong analytical, writing and reporting abilities
- Strong interpersonal and communication skills, ability to lead a team and negotiate amongst a wide range of stakeholders
- Commitment to quality products and deadlines
- Demonstrated facilitation and communications skills, experience in participatory approaches and ability to negotiate amongst a wide range of stakeholders
- Ability to produce well-written analytical reports

Qualifications and experience of evaluation firm:

- The evaluation firm must have previous experience conducting evaluation.
- Proven experience designing and leading evaluations in the field of migration and governance, reintegration, safe migration and remittance management utilizing participatory approaches and methodologies
- Knowledge and experience in gender equality and human rights and incorporating principle of LNOB in its evaluations
- Fluency in English.
- At least seven (7) years of relevant experience conducting evaluations of strategies, policies and/or development programmes and projects
- The team leader will have a master's degree in project monitoring, peacebuilding, social sciences, international relations, migration studies, gender studies or a related area
- Presence of international firm in Bangladesh would be an asset.
- Previous experience working in South Asia / Bangladesh will be considered a strong asset
- Experience with the United Nations system will be considered an asset

12.1 . Functional competencies required (local Evaluation Firm t)

Competencies

- Sensitivity and adaptability to culture, gender, religion, nationality and age
- Strong analytical, writing and reporting abilities
- Strong interpersonal and communication skills, ability to lead a team and negotiate amongst a wide range of stakeholders
- Commitment to quality products and deadlines

Qualifications and experience of the local evaluation firm

- At least 7 years of relevant experience and involvement in evaluations of strategies, policies and/or development programmes and projects in Bangladesh

- Proven experience designing and leading evaluations in the field of migration and governance, reintegration, safe migration and remittance management utilizing participatory approaches and methodologies
- Knowledge and experience in gender equality and human rights
- Demonstrated analytical and presentation skills and ability to collect data and structure information
- Demonstrated facilitation and communications skills, experience in participatory approaches and ability to negotiate amongst a wide range of stakeholders
- Experience within the United Nations system will be considered an asset
- Excellent knowledge of English, and Bangla
- The local consultant a master's degree in project monitoring, peacebuilding, social sciences, international relations, migration studies, gender studies or a related area

12.1 . Submission of Application:

Each Submission should include the following:

- Technical proposal:** Including methodology, work plan, details of organization/consultant(s) including experience and expertise. **Clearly indicate the profile of the research teams, local and international that will work on the assignment.**
- Financial proposal:** an all-inclusive proposal with a breakdown of all costs considering the following:
 - Proposal must include professional fees and all data collection fees, including all national and international travel costs for the evaluators
 - Costs associated with the National Sharing and Validation Workshop will be borne by IOM.
- Sample Reports:** Two recent samples of Evaluation or Review reports of related work, concluded during the past 2-3 years.

Queries prior to submission can be directed to the Head of Mission Support Unit at cfoulkes@iom.int

Interested parties are invited to submit documents stated below by June 23, 2022 by e-mail to: DhakaPL@iom.int and copy to mruahmed@iom.int ; mentioning Prottasha Final Evaluation in the subject line with reference RFP # CO/RT/2022/001. Please keep the attachment size under 9 MB.

Section III. SCORECARD (For Technical Evaluation)

Technical proposals will be reviewed initially, and financial proposals will only be opened and reviewed for the technical proposals which are found to be sound. Technical and Financial proposals will be evaluated using the below scorecards

Criteria	Value ⁵	Score	Total
Technical			
The proposal indicates a comprehensive understanding of the assignment	0 – 10		
The application details the target number of respondents.	0 – 5		
The application describes how the sampling frame will be derived.	0 – 10		
The proposed methodology is sufficient to meet the purpose of the evaluation.	0 – 10		
The team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.	0 – 10		
Quality assurance			
The bid includes a quality assurance plan.	0 – 5		
Evaluation team			
The consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct the evaluation.	0 – 10		
The competencies required for this assignment are met through members of the team	0 – 5		
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.	0 – 5		
The consulting firm has strong experience in conducting evaluations of a similar nature.	0 – 5		
The lead evaluator has experience in managing evaluation teams.	0 – 5		
Other			
The sample of written work provided demonstrates strong writing and analytic skills.	0 – 5		
The consulting firm provided relevant references and the references provided were positive.	YES/NO		
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 – 5		
TOTAL	0 – 90	0	

⁵ 0-10 scoring fixed for the most important criteria and 0-5 scoring fixed for the less important criteria

For proposals found to be technically sound, IOM will review the financial proposal using the below scorecard.

Criteria	Value	Score	Total
Budget			
The budget proposal is realistic, and in line with international practices and standards	1 - 50		
the budget does not exceed available funds	YES/NO		

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

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

Signature

Signature

Name

Position

Date

Place

Name

Position

Date

Place