

REQUEST FOR PROPOSALS
(PROCUREMENT OF SERVICES)

SERVICES FOR

Evaluating Project RR.0203
**ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING
FROM FRANCE TO GEORGIA - PILOT**

Prepared by



Mission to Georgia
12 Tengiz Abuladze street, 1st Lane, 0162 Tbilisi

August 2022

REQUEST FOR PROPOSALS

RFP No.: 4200306220

Mission: *Georgia*

Project Name:

*ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING FROM FRANCE TO
GEORGIA - PILOT*

WBS: *RR.0203.GE10.Q1.03.001*

Title of Services:

Final external evaluation



REQUEST FOR PROPOSALS

The International Organization for Migration (hereinafter called **IOM**) intends to hire a Consulting firm for the *Final External Evaluation of the project “ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING FROM FRANCE TO GEORGIA - PILOT”* 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 external evaluation of the project “ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING FROM FRANCE TO GEORGIA - PILOT”*. 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 [Mamuka Omiadze, \[momiadze@iom.int\]\(mailto:momiadze@iom.int\)](mailto:Mamuka Omiadze, momiadze@iom.int), [Nino Suarishvili, \[nsuarishvili@iom.int\]\(mailto:nsuarishvili@iom.int\)](mailto:Nino Suarishvili, nsuarishvili@iom.int) and [Natia Esebua, \[nesebua@iom.int\]\(mailto:nesebua@iom.int\)](mailto:Natia Esebua, nesebua@iom.int).

The Proposals must be delivered by hand, mail or email to IOM with the office address at 12 Tengiz Abuladze street, 1st Lane, 0162 Tbilisi, Georgia, [Mamuka Omiadze, \[momiadze@iom.int\]\(mailto:momiadze@iom.int\)](mailto:Mamuka Omiadze, momiadze@iom.int), [Nino Suarishvili, \[nsuarishvili@iom.int\]\(mailto:nsuarishvili@iom.int\)](mailto:Nino Suarishvili, nsuarishvili@iom.int), and [Natia Esebua, \[nesebua@iom.int\]\(mailto:nesebua@iom.int\)](mailto:Natia Esebua, nesebua@iom.int) on or *before 16:00, September 7, 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.

Nino Suarishvili
Procurement and Logistics Assistant

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

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Section I - Instructions to Bidders

1. Introduction

1.1 Only *eligible* Bidders may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.

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

1.2 Bidders shall not be hired for any assignment that would 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 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 in writing or by standard electronic means and submitted to IOM at the address indicated in the invitation 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) 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 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 *eight 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
- 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 *eight 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

¹ This clause shall be included/revised as deemed necessary

subsistence allowance as well as any costs related to data collection or analysis.

- a. Bidders shall express the price of their services in *EURO*.
- 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.

6.3 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 *2 days*.

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

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-one (21) days* after the deadline for receipt of proposals.
- 9.2 IOM shall evaluate the Proposals based on 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 *September 27, 2022 at 12 Tengiz Abuladze street, 1st Lane, 0162 Tbilisi, Georgia*.
- 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 based on, 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 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 [October 3, 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 EXTERNAL EVALUATION FOR PROJECT:

“ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING FROM FRANCE TO GEORGIA - PILOT” (IOM reference: RR.0203)

Terms of Reference

Commissioned by: IOM Country Office in Georgia

Evaluation Manager: Ms. Rusudan Imnaishvili, Programme Coordinator

1. Evaluation context

IOM has been implementing the project “ENHANCING SUPPORT TO MIGRANTS WITH HEALTH NEEDS RETURNING FROM FRANCE TO GEORGIA - PILOT” since April 2021. This project, funded by the French Office for Immigration and Integration (OFII), will finish on 31 December 2022.

The overall objective of this project has been to support the Government of France and the Government of Georgia in facilitating safe and dignified return and reintegration assistance for Georgian migrants with health needs from France to Georgia. The project is based on the experience of returns from other EU countries and Switzerland. IOM Georgia has long experience of providing tailored post-arrival medical assistance to vulnerable migrants as well as arranging medical escorts for their evacuation and ambulance services / immediate inclusion in substitution treatments in Georgia. This pilot was planned to assist 80 Georgian migrants with health needs (accompanied by immediate family members) with voluntary return and medical reintegration in Georgia. For the purpose of this pilot project, health needs are defined as conditions that require ongoing medical treatment and continuation of care. For this pilot project monitoring and evaluation are of paramount importance to map trends, needs and outcomes among migrants and to collect lessons learned and best practices on facilitating return of migrants with health needs from France to Georgia. The project is envisioned as a 21-month endeavor, with all returns (movements) facilitated within the first 18 months. Post- arrival medical assistance as well as monitoring of results and evaluation of the project will be completed for all beneficiaries by the end of the 21 months period.

To contribute to the overall objective, the proposed action is structured along one outcome and four outputs.

Outcome 1: Georgian migrants with health needs benefit from the AVRR programme that guarantees safe and dignified return and post-arrival medical assistance

Output 1.1: Migrants with health needs are informed of available voluntary return services and conditions to make informed return decisions

Output 1.2: Migrants with health needs and their immediate families are supported to travel safely and in a dignified manner to Georgia

Output 1.3: Migrants with health needs receive customized post-arrival medical assistance

Output 1.4: Evidence-based lessons learned report is available, including assessment of gender specific needs and experiences of beneficiaries

To achieve the objective of this pilot initiative, IOM has conducted outreach campaign to inform the potential beneficiaries and multipliers (hospitals, Georgian community, etc.) about the availability of return and post-arrival medical assistance and coordinate with relevant authorities in France for referral of potential beneficiaries. An estimate of 180 eligible beneficiaries (80 migrants with health needs and 100 accompanying family members) will be assisted with voluntary return to Georgia by the end of the programme, with health-sensitive pre-departure counselling and support in planning post-arrival care and will return to Georgia benefitting from IOM's movement assistance including professional medical escorts and transportation by ambulance where needed. An estimate of 80 migrants with health needs will be assisted in Georgia through the provision of tailored post-arrival medical assistance based on individual health considerations.

2. Evaluation Purpose and Objective

Considering the pilot nature of the present project, the primary purpose of the evaluation is to collect lessons learnt and recommendations for further strengthening the return and reintegration support for migrants with health needs from France. The evaluation will also serve for the project donor to assess value for money for a set of activities funded and in light of possible extension and expansion.

3. Evaluation Scope

This proposed evaluation shall cover the timeframe of implementation of the project, starting from 1 April 2021 until and including the date when the contract between IOM and the selected service provider will enter into force. Evaluation will cover the whole process of return and reintegration of Georgian nationals, starting from their first contact with IOM France and ending with the full usage of medical reintegration budget, as well as IOM monitoring surveys.

The geographical scope of this evaluation will be throughout Georgia (meeting stakeholders and project beneficiaries) as well as on-line interviews with IOM France and IOM's Migration Health Department.

One section of evaluation should be dedicated to recommendations, good practices and lessons learned that could be derived from the analysis. Evaluation should aim to cover cross-cutting issues of gender and human rights.

4. Evaluation Criteria

The projects should be evaluated according to the following OECD-DAC and ALNAP criteria of relevance, coverage, coherence, effectiveness, efficiency, sustainability and connectedness.

5. Evaluation questions

Relevance

- Are the project activities and outputs consistent with the intended outcomes and objective?
- Has the project responded to the needs of the target beneficiaries?
- Is the project aligned with and supportive of IOM national, regional, and/or global strategies and the Migration Governance Framework?
- To what extent were gender mainstreaming and a human rights-based approach taken into account in the project design?

Coverage

- Who were the major groups in need of assistance?
- Is the assistance proportionate to their needs?

Coherence

- Were there any synergies with other existing programmes (within or outside IOM)?
- To what extent does the intervention add value and avoid duplication in the given context?

Effectiveness

- To what extent were intended outputs and outcomes achieved in accordance with stated plans?
- Has the target number of beneficiaries been reached?
- Are the target beneficiaries satisfied with the services provided?
- To what extent has the project adapted to changing external conditions to ensure project outcomes?
- What are the major factors influencing the achievement of the projects' expected outcomes?
- To what extent were gender mainstreaming and human rights-based approach used during the project implementation?

Efficiency

- Were the project activities undertaken and were the outputs delivered on time?
- How well were the resources (funds, expertise, and time) converted into results?

Sustainability

- Did the project design envisage establishment of structures, resources and processes to ensure the continuity of benefits generated by the project after the project completion?
- What necessary structures, resources and processes are in place to ensure that benefits generated by the projects continue without external support?
- What are the major factors affecting sustainability, including any identified challenges faced by the implementing organization?

Connectedness

- To what extent are the project activities connected to longer-term development concerns?

6. Evaluation methodology

The full evaluation methodology will be determined by the Evaluator(s) in close coordination with the Evaluation Management Group (EMG), to include representatives of IOM staff and the donor (see details below section, *Specification of roles*). The methodology should include a mixed methods approach (quantitative and qualitative) and address cross-cutting themes (gender and human rights). As a minimum, the proposed methodology shall consist of the following components:

1. Desk review of project documentation (including the original project proposal, project report, reintegration monitoring and satisfaction surveys, as well as sustainability survey outcomes, other relevant documentation).
2. In-depth semi-structured interviews with key stakeholders, project partners and beneficiaries.

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 [code of conduct](#) as well.

8. Evaluation deliverables

The Evaluator(s) should provide the following deliverables as part of this evaluation:

1. **Inception report including, at minimum, an Evaluation Matrix** to demonstrate the evaluator(s)' understanding of the ToR and outline data collection and analysis plans, as well as an indicative list of interviewees and interview guides, to be completed and reviewed with the Evaluation Manager (Project Manager) prior to the field visit.
2. **Draft Evaluation Report to be submitted for review by the Project Management Team.**
3. **Final Evaluation Report** in professional English language, incorporating feedback of the IOM staff involved in the review of the report. The minimum report content requirements are as follows:
 - Cover page, list of acronyms.
 - Table of contents.
 - Executive summary.
 - Methodology.
 - Findings.
 - Section on lessons learned and best practices.
 - Conclusions.
 - Recommendations in order of priority.
 - Annexes (list of interviewees, interview questionnaire/guides, etc.).

4. **A two-page Evaluation Brief** following the IOM guidance and template, to provide a summary of key findings, conclusions and recommendations for easy sharing with IOM staff, donor, partners, and other stakeholders. The Evaluation Brief should be submitted both in English and Georgian languages.
5. Online **debriefing of the key stakeholders** on the evaluation results and lessons learnt.
6. **Management response**, partially filled out (template will be provided by IOM).

9. Specifications of roles

The Evaluator(s) will be responsible for:

- Preparing for and carrying out data collection and analysis and delivering the products outlined above. The Evaluator will be responsible for leading the process and compiling the draft of each product.
- Providing periodic feedback as needed to the Evaluation Manager (Project Manager) on progress and any challenges faced.
- Organizing logistics including transportation, and interpretation services as needed during the field visits and on-line meetings.
- Providing regular debriefs to present initial findings and tentative conclusions. This will allow for any obvious oversights, misinterpretations, or information gaps to be identified and addressed before the evaluator begins drafting the full report.
- Drafting and revising the final report and evaluation brief, in coordination with Evaluation Manager.
- Facilitating an online debriefing for the key project stakeholders to present conclusions of the evaluation and lessons learnt.

The Evaluation Manager (Project Manager) and her support team (project assistant, monitoring and evaluation officer) will be responsible for:

- Providing evaluators with timely access to all relevant project documents and facilitating the initial preparations including identifying relevant stakeholders and organizing the agenda.
- Arranging meetings with the stakeholders for data collection and lessons learnt debriefing.
- Managing the evaluation process including feedback and comments to the evaluation matrix and draft evaluation report.
- Complete the management response to the evaluation to address issues or challenges flagged by the evaluator.

An **Evaluation Management Group (EMG)** will be established to oversee the evaluation process, make key decisions, quality assure and jointly approve the different deliverables. It will be led by the Evaluation Manager and comprise of key IOM management and M&E staff including the Regional M&E Officer. A representative of the donor will also be invited to participate. Members of the EMG will be confirmed during the inception phase. The EMG will support with oversight and quality control to enhance relevance, quality and credibility of the evaluation process and to help promote use and learning. The EMG should be consulted on at key points in the evaluation process, such as: (a) evaluation design to enhance relevance

(review of inception report); (b) preliminary findings to enhance validity (participate to debrief); (c) recommendations to enhance feasibility, acceptability and ownership (review of draft report); and (d) at any point other during the evaluation process when needed. Precise roles and responsibilities of EMG members will be agreed during the inception phase.

10. Time Schedule

The evaluation is planned to last 11 weeks in the period 3 October to 16 December 2022. A precise timeline will be established with the selected evaluator(s), and will consist of the following stages:

1. Inception Phase: Week 1 and 2

In the desk research Phase, the relevant project documents should be reviewed: the Project proposal, the contract, the relevant guidelines, reports, and other relevant project documents and data.

Deliverable: The evaluator will prepare an inception report, including at minimum a detailed evaluation matrix with an indicative list of interviewees and interview guides.

2. Data Collection and Drafting Phase: Weeks 3, 4 and 5

The evaluator will carry out the data collection. The following tasks will be carried out in this phase:

- **Briefing meeting** with project management staff at the beginning of the Field Phase.
- **Semi-structured interviews** with beneficiaries and stakeholders (both in person and on-line), and any other data collection (to be confirmed during the inception phase).
- **Debrief** with the Evaluation Manager, and other relevant project staff and project management, at end of Data Collection Phase on the data collection process and the initial tentative findings (in person, or if needed remotely within a few days of returning from the field visit).

3. Report Drafting Phase: Weeks 6-8

Based on feedback provided from the debrief, the evaluator will continue analysis and draft the evaluation report.

Deliverable: The evaluator will present findings, conclusions and recommendations in the Draft Evaluation Report (including section on lessons learned and good practices).

4. Report finalization Phase: Weeks 9-11

This phase is mainly devoted to the development and submission of the final evaluation report and two-page brief. The evaluation report will be reviewed by IOM Georgia and feedback provided prior to its finalization. Once the report and brief are finalized, an online event will be organized for the key project stakeholders to present lessons learnt.

Deliverable: At the end of the phase a final report and evaluation brief will be delivered; online debriefing of the key stakeholders on evaluation findings and lessons learnt; and a partially filled draft management response.

Activity	Working days	Responsible	Weeks													
			1	2	3	4	5	6	7	8	9	10	11			
Inception Phase - Review project documents and completing inception report	10	Evaluator(s), with IOM submitting requested documents.														
Data collection phase – Including at minimum interviews with the key project stakeholders (including IOM staff, partners, stakeholders and beneficiaries)	15	Evaluator(s), with IOM organizing appointments.														
Report writing	15	Evaluator(s)														
Review by IOM, submission of comments	10	IOM														
Incorporation of comments, submission of final evaluation report and evaluation brief.	5	Evaluator(s)														
Organization of online debriefing on lessons learnt with key stakeholders	1	Evaluator(s) with IOM support														

11. Evaluation Budget

IOM Georgia will negotiate with the selected service provider an all-inclusive service fee. The selected service provider will be expected to cover all expenses from that fee, including travel costs, daily subsistence expenses, in-country transportation and interpretation/translation services.

12. Evaluation requirements

The lead evaluator should meet the following requirements:

- Advanced University degree in social sciences.
- At least 8 years of experience in leading and conducting development evaluations in the areas of healthcare, humanitarian assistance, and reintegration (or involve evaluation team members to collectively cover these areas);
- In-depth knowledge of evaluation approaches, ability to apply both qualitative and quantitative data collection methods, and ability to uphold high quality standards for evaluation as defined by UNEG.
- Ability to ensure ethics and integrity of the evaluation process, including confidentiality and the “do no harm” principle.
- Familiarity in UN results-based management (RBM) approach, gender equality, human rights-based approach in programming and evaluation;
- Ability to independently organize field visit in Georgia and mobilize needed support (driver, interpreter, etc.);

- Excellent written and spoken English.
- Excellent report writing, communication and interviewing skills.

13. Submission of application

Please submit your application package including the following documents:

- CV of the lead evaluator and team members if applicable.
- Technical and budget proposal documents, based on the current ToR, outlining the proposed methodology and approaches, data analysis techniques, quality control measures, timelines, and budget.
- Examples of similar work
- Three references
- The Proposals must be delivered by hand, mail or email to IOM with office address at *12 Tengiz Abuladze street, 1st Lane, 0162 Tbilisi, Georgia, Mamuka Omiadze, momiadze@iom.int, Nino Suarishvili, nsuarishvili@iom.int and Natia Esebua, nesebua@iom.int* on or before 16:00, September 7, 2022.
- No late proposal shall be accepted.

Section III. SCORECARD

Scorecard for Assessment of Consulting Firms for Evaluations

Criteria	Value	Score	Total
Technical			
the proposal indicates a comprehensive understanding of the assignment	0.05		0
If relevant, the application details the target number of respondents.	0.05		0
If relevant, the application describes how the sampling frame will be derived.	0.05		0
The proposed methodology is sufficient to meet the purpose of the evaluation.	0.05		0
The team is able to identify the most efficient and effective methodologies to achieve the purpose of the evaluation.	0.05		0
Quality assurance			
The bid includes a quality assurance plan.	0.125		0
Evaluation team			
The consulting firm has specific technical knowledge of and is familiar with the methods and approaches needed to conduct the evaluation.	0.05		0
The competencies required for this assignment are met through members of the team	0.05		
The proposed evaluation team is appropriate for the purpose and scope of the evaluation.	0.05		0
The consulting firm has strong experience in conducting evaluations of a similar nature.	0.05		
The lead evaluator has experience in managing evaluation teams.	0.05		0
Budget			
The budget proposal is realistic, and in line with international practices and standards	0.25		0
the budget does not exceed available funds	YES/NO		

Other			
The sample of written work provided demonstrates strong writing and analytic skills.	0.04		0
The consulting firm provided relevant references and the references provided were positive.	0.04		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.	0.045		0
TOTAL			0

Section IV – Pro-forma Contract

IOM office-specific Ref. No.	
IOM Project 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**, an organization which is part of the United Nations system, 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)**
- (e) **Annex E – IOM Terms and Conditions for European Union Funded Service Type Agreements**

2. Services

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.

[Optional for Long-Term Agreements (please delete if not applicable)]

- 2.4 Nothing in this Agreement shall be interpreted as creating an exclusive relationship between the Parties. IOM does not guarantee and is not obliged to request any minimum quantity of Services during the term of this Agreement.

[Optional for Piggybacking for other UN agencies (please delete if not applicable)]

- 2.5 If any United Nations (“UN”) entity wishes to avail of services which are of the same type as the Services through their own contracting formats, the Service Provider shall extend such services to them at prices and on terms no less favourable than those provided in this Agreement for the Services. For this purpose, IOM shall be entitled to disclose information related to this Agreement to any other UN entity.

3. The Service Fee

- 3.1 In full consideration for the complete performance of the Services in accordance with the terms of the Agreement, the all-inclusive total price for the Services under this Agreement shall be **[currency code] [amount in numbers] ([amount in words])** (the “Service Fee”).
- 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 The Service Fee 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:

Bank Name:

Bank Branch:

Bank Account Name:

Bank Account Number:

Swift Code:

IBAN Number:

- 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 prejudice to any other rights or remedies it may have, to withhold 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) The Price specified in 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.
- (i) It shall respect the legal status, privileges and immunities of IOM as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. In the event that the Service Provider becomes aware of any situation where IOM's legal status, privileges or immunities are not fully respected, it shall immediately inform IOM.
- (j) It is not included in the most recent Consolidated United Nations Security Council Sanctions List nor is it the subject of any sanctions or other temporary suspension. The Service Provider will disclose to IOM if it becomes subject to any sanction or temporary suspension during the term of this Agreement.
- (k) It must not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism as per the most recent Consolidated United Nations Security Council Sanctions List and all other applicable terrorism legislation. If, during the term of this Agreement, the Service Provider determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform IOM immediately who in consultation with the donors as appropriate, shall determine an appropriate response. The Service Provider shall ensure that this requirement is included in all subcontracts.

4.2 The Service Provider warrants that it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any fraudulent, corrupt, discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Service Provider shall immediately inform IOM of any suspicion that the following practice may have occurred or exist:

- (a) a corrupt practice, defined as the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of IOM in the procurement process or in contract execution.
- (b) a fraudulent practice, defined as any act or omission, including a misrepresentation or concealment, that knowingly or recklessly misleads, or attempts to mislead, IOM in the procurement process or the execution of a contract, to obtain a financial gain

or other benefit or to avoid an obligation or in such a way as to cause a detriment to IOM.

- (c) a collusive practice, defined as an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender process to obtain a financial gain or other benefit.
- (d) a coercive practice, defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities, or affect the execution of a contract.
- (e) an obstructive practice, defined as (i) deliberately destroying, falsifying, altering or concealing of evidence material to IOM investigations, or making false statements to IOM investigators in order to materially impede a duly authorized investigation into allegations of fraudulent, corrupt, collusive, coercive or unethical practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (ii) acts intended to materially impede the exercise of IOM's contractual rights of access to information.
- (f) any other unethical practice contrary to the principles of efficiency and economy, equal opportunity and open competition, transparency in the process and adequate documentation, highest ethical standards in all procurement activities.

4.3 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.

4.4 The Service Provider expressly acknowledges and agrees that breach by the Service Provider, or by any of the Service Provider's employees, contractors, subcontractors or agents, of any provision contained in Articles 4.1, 4.2 or 4.3 of this Agreement constitutes a material breach of this Agreement and shall entitle IOM to terminate this Agreement immediately on written notice without liability. In the event that IOM determines, whether through an investigation or otherwise, that such a breach has occurred then, in addition to its right to terminate the

Agreement, IOM shall be entitled to recover from the Service Provider all losses suffered by IOM in connection with such breach.

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 shall include in an agreement with a subcontractor all provisions in this Agreement that are applicable to a subcontractor, including relevant Warranties and Special Provisions. 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, Defaults and Force Majeure

- 6.1 Time is of the essence in the performance of this Agreement. If the Service Provider fails to provide the Services within the times agreed to in the Agreement, IOM shall, without prejudice to other remedies under this Agreement, be entitled to deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total Service Fee per day or part thereof up to a maximum of 10% of the Service Fee. IOM shall have the right to deduct such amount from the Service Provider's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Service Provider. Acceptance of Services delivered late shall not be deemed a waiver of IOM's rights to hold the Service Provider liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Service provider's obligation to perform further Services in accordance with the Agreement.
- 6.2 In case of failure by the Service Provider materially to perform under the terms and conditions of this Agreement, IOM may, after giving the Service Provider 30 days' written notice to perform and without prejudice to any other rights or remedies, terminate the Agreement with immediate effect without liability.
- 6.3 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, which means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, blockade or embargo, strikes, Governmental or state restrictions, natural disaster, epidemic, public health crisis, and any other circumstances which are not caused by nor within the control of the affected Party.

As soon as possible after the occurrence of a force majeure event which impacts the ability of the affected Party to comply with its obligations under this Agreement, the affected Party will give notice and full details in writing to the other Party of the existence of the force majeure event and the likelihood of delay. On receipt of such notice, the unaffected Party shall take such action as it reasonably considers appropriate or necessary in the circumstances, including

granting to the affected Party a reasonable extension of time in which to perform its obligations. During the period of force majeure, the affected Party shall take all reasonable steps to minimize damages and resume performance.

IOM shall be entitled without liability to suspend or terminate the Agreement if the Service Provider is unable to perform its obligations under the Agreement by reason of force majeure. In the event of such suspension or termination, the provisions of Article 17 (Termination) shall apply.

7. Independent Contractor

The Service Provider, its employees and other personnel as well as its subcontractors and their personnel, if any, shall perform all Services under this Agreement as an independent contractor and not as an employee 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

9.1 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.

9.2 Notwithstanding the previous paragraph, IOM may disclose information related to this Agreement, such as the name of the Service Provider and the value of the Agreement, the title of the contract/project, nature and purpose of the contract/project, name and locality/address of the Service Provider and the amount of the contract/project to the extent as required by IOM's donors or in relation to IOM's commitment to any initiative for transparency and accountability of funding received by IOM in accordance with the policies, instructions and regulations of IOM.

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 and title/position of IOM contact person]

[IOM's address]

Email: [IOM's email address]

[Full name of the Service Provider]

Attn: [Name and title/position 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 the terms of the present Agreement and supplemented by internationally accepted general principles of law for the issues not covered by the 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, Abbreviation and Emblem

The Service Provider shall not be entitled to use the name, abbreviation or emblem of IOM without IOM's prior written authorisation. The Service Provider acknowledges that use of the IOM name, abbreviation and emblem is strictly reserved for the official purposes of IOM and protected from

unauthorized use by Article 6ter of the Paris Convention for the Protection of Industrial Property, revised in Stockholm in 1967 (828 UNTS 305 (1972)).

14. Status of IOM

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration 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 at any time suspend or terminate this Agreement, in whole or in part, with immediate effect, by providing written notice to the Service Provider, in any case where the mandate of IOM applicable to the performance of the Agreement or the funding of IOM applicable to the Agreement is reduced or terminated. In addition, IOM may suspend or terminate the Agreement upon thirty (30) days' written notice without having to provide any justification.
- 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 in writing by the Parties. The Service Provider shall return to IOM any amounts paid in advance within 7 (seven) days from the notice of termination.
- 17.3 In the event of any termination of the Agreement, upon receipt of notice of termination, the Service Provider shall take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, place no further subcontracts or orders for materials, services, or facilities, and terminate all subcontracts or orders to the extent they relate to the portion of the Agreement. Upon termination, the Service Provider shall waive any claims for damages including loss of anticipated profits on account thereof.

17.4 In the event of suspension of this Agreement, IOM will specify the scope of activities and/or deliverables that shall be suspended in writing. All other rights and obligations of this Agreement shall remain applicable during the period of suspension. IOM will notify the Service Provider in writing when the suspension is lifted and may modify the completion date. The Service Provider shall not be entitled to claim or receive any Service Fee or costs incurred during the period of suspension of this Agreement.

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. Final Clauses

20.1 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.

20.2 Amendments may be made by mutual agreement in writing between the Parties. Amendment of the provisions of Article 2.2 (Service commencement/completion dates) or Article 3.1 (Service Fee) shall be made through an amendment to this Agreement signed by both 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
[Name of Service Provider]

Signature

Signature

Name:
Position:
Date:
Place:

Name:
Position:
Date:
Place: