

# **REQUEST FOR PROPOSALS**

*(PROCUREMENT OF SERVICES)*

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## **SERVICES FOR CONDUCTION OF A STUDY ON CASE MANAGEMENT PRACTICE IN THE CONTEXT OF THE EU-IOM JOINT INITIATIVE FOR MIGRANT PROTECTION AND REINTEGRATION**

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**Prepared by**



International Organization for Migration (IOM)  
The UN Migration Agency

IOM Nairobi - Regional Office for East and Horn of Africa

**17 February 2022**

**REQUEST FOR PROPOSALS**  
**RFP No. RFP RONBO 22-001**

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

**Project Name:**  
**EU-IOM Joint Initiative Programme for Migrant Protection and Reintegration**

**Title of Services:**  
**CONDUCTION OF A STUDY ON CASE MANAGEMENT PRACTICE IN THE  
CONTEXT OF THE EU-IOM JOINT INITIATIVE FOR MIGRANT PROTECTION  
AND REINTEGRATION**

## Request for Proposals (RfP)

The International Organization for Migration (hereinafter called **IOM**) intends to hire Service Provider(s) for the **Conduction of a Study on Case Management Practice in the Context of the EU-IOM Joint Initiative for Migrant Protection and Reintegration**, for which this Request for Proposals (RFP) is issued.

IOM seeks for Service Provider(s) / Consulting Firm(s) to provide Technical and Financial Proposal. More details on the services are provided in the attached Terms of Reference (ToR).

The Service Provider(s) / Consulting Firm(s) will be selected under a Quality–Cost Based Selection procedures described in this RfP.

The RfP includes the following documents:

- Section I. Instructions to Service Provider(s) / Consulting Firm(s)
- Section II. Technical Proposal – Standard Forms
- Section III. Financial Proposal – Standard Forms
- Section IV. Terms of Reference
- Section V. Standard Form of Contract

The Proposals must be submitted by email to [RONairobiProcurement@iom.int](mailto:RONairobiProcurement@iom.int) on or ***before the 13<sup>th</sup> of March 2022 at exactly 23:59 hours Kenya time***. No late proposal shall be accepted.

IOM reserves the right to accept or reject any proposal and to annul the selection process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to affected Service Provider(s) / Consulting Firm(s).

**The Service Provider(s) / Consulting Firm(s) receiving this RfP shall treat the information herein contained as confidential.** No part of this document nor any of its annexes and attachments shall be shared to parties not involved in the elaboration of Proposals or made publicly available without the explicit consent of IOM. Breaches to this confidentiality clause will result in the disqualification of the Service Provider(s) / Consulting Firm(s) involved.

*IOM Nairobi - Regional Office for East and Horn of Africa*

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 Service Provider(s) / Consulting Firm(s)**

### **1. Introduction**

- 1.1 Only eligible Service Provider(s) / Consulting Firm(s) 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.
- 1.2 Service Provider(s) / Consulting Firm(s) should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Provider(s) / Consulting Firm(s) are encouraged to request a pre-proposal consultation with IOM as specified in Item 4.3. of this Instruction.
- 1.3 The Service Provider(s) / Consulting Firm(s) costs of preparing the proposal and of negotiating the contract, including visit/s to the IOM, are not reimbursable as a direct cost of the assignment.
- 1.4 Service Provider(s) / Consulting Firm(s) shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the IOM.
- 1.5 IOM is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Provider(s) / Consulting Firm(s).
- 1.6 IOM shall provide at no cost to the Service Provider(s) / Consulting Firm(s) 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.

### **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 Service Provider(s) / Consulting Firm(s) 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 ***by the 04<sup>th</sup> of March 2022 at exactly 23:59 hours Kenya time*** (Ten 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.
- 4.3 For this purpose, a pre-proposal conference will be held on ***08<sup>th</sup> March 2022, 1100 HRS (Kenya Time) via MSTeams teleconferencing using this link: [Pre-Proposal Conference](#)*** . Attendance to the conference is optional but bidders participating on

this conference must register using this link: [Pre-Proposal Conference Registration Form](#)

## **5. Preparation of the Proposal**

- 5.1 A Service Provider / Consulting Firm 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 Service Provider(s) / Consulting Firm(s) and IOM, shall be in *English*. All reports prepared by the contracted Service Provider(s) / Consulting Firm(s) shall be in *English*.
- 5.3 The Service Provider(s) / Consulting Firm(s) 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, Service Providers / Consulting Firms must give particular attention to the following:
- a) If a Service Provider / Consulting Firm 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. Service Providers / Consulting Firms may associate with the other consultants invited for this assignment or to enter into a joint venture with consultants not invited, only with the approval of IOM. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - b) For assignment of the staff, the proposal shall be based on the number of professional staff-months estimated by the firm, no alternative professional staff shall be proposed.
  - c) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it.
  - d) Proposed professional staff must, at a minimum, have the experience of at least *five (5) 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 using the attached Technical Proposal Standard Forms TPF 1 to TPF 6 (Section III).
- a) A brief description of the Service Provider(s) / Consulting Firm(s) organization and an outline of recent experience on assignments of a similar nature (TPF-2), if

it is a joint venture, for each partner. For each assignment, the outline should indicate the profiles of the staff proposed, duration of the assignment, contract amount, and firm's involvement.

- b) A description of the approach, methodology and work plan for performing the assignment (TPF-3). This should normally consist of maximum of ten (10) pages including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities. The work plan should be consistent with the work schedule (TPF-7)
- c) The list of proposed Professional Staff team by area of expertise, the position and tasks that would be assigned to each staff team members (TPF-4).
- d) Latest CVs signed by the proposed professional staff and the authorized representative submitting the proposal (TPF-5). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last *five (5) years*.
- e) A time schedule estimates of the total staff input (Professional and Support Staff, staff time needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each Professional and Staff team members (TPF-6). The schedule shall also indicate when experts are working in the project office and when they are working at locations away from the project office.
- f) A time schedule (bar chart) showing the time proposed to undertake that the activities indicated in the work plan (TPF-7).
- g) A detailed description of the proposed methodology and staffing for training if the RFP specifies training as specific component of the assignment.

6.3 The technical proposal shall not include any financial information.

## **7. Financial Proposal**

- 7.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RfP. The Financial Proposal shall follow the Financial Proposal Standard Forms FPF 1 to FPF 2 (Section IV).
- 7.2 The Financial proposal shall include all costs associated with the assignment. If appropriate, these costs should be broken down by activity. All items and activities described in the Technical proposal must be priced separately; activities and items in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- 7.3 The Service Provider / Consulting Firm may be subject to local taxes on amounts payable under the Contract. Taxes shall not be included in the sum provided in the Financial Proposal as this will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.



- 7.4. Service Providers / Consulting Firms shall express the price of their services in *Euros (EUR)*.
- 7.5 The Financial Proposal shall be valid for *30 calendar days*. During this period, the Service Provider / Consulting Firm is expected to keep available the professional staff for the assignment. 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 Service Provider / Consulting Firm has the right not to extend the validity of the proposals.

## **8. Submission, Receipt, and Opening of Proposals**

- 8.1 Service Providers / Consulting Firms may only submit one proposal. If a Service Provider / Consulting Firm submits or participates in more than one proposal such proposal shall be disqualified.
- 8.2 The Technical Proposal and the Financial Proposal should be sent in separate PDF files and titled respectively as “TECHNICAL PROPOSAL - Service Provider XXX” and “FINANCIAL PROPOSAL – Service Provider XXX”. The subject line of the submission emails should indicate: Service Provider XXX – Proposal for **Conduct of a Study on Case Management Practice in the Context of the EU-IOM Joint Initiative for Migrant Protection and Reintegration**.
- 8.3 Proposals must be received by IOM at [RONairobiProcurement@iom.int](mailto:RONairobiProcurement@iom.int), by the date and time indicated in the Letter of Invitation. Any Proposal submitted by the Service Provider after the deadline for receipt of Proposals prescribed by IOM shall be declared “Late” and may not be accepted by IOM. IOM will inform the concerned Service Provider accordingly.
- 8.4 After the deadline for the submission of Proposals, the Technical Proposals and their annexes shall be opened first by the IOM Bids, Evaluation and Awards Committee (BEAC)<sup>1</sup>. The Financial Proposals will be analyzed only if the Service Provider is considered eligible as per ToR and if the Technical Proposal obtains the minimum technical score of 70 points, according to the specifications set forth in subsection 10 of this RFP.

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<sup>1</sup> The BEAC is a committee established within the IOM Regional Office in Nairobi, Kenya for the sole purpose of evaluating the proposals received under this RFP

## **9. Evaluation of Proposals**

- 9.1 After the Proposals have been submitted to the BEAC and during the evaluation period, Service Providers / Consulting Firms that have submitted their Proposals are prohibited from making any kind of communication with any BEAC member, as well as its Secretariat regarding matters connected to their Proposals. Any effort by the Service Providers / Consulting Firms to influence IOM in the examination, evaluation, ranking of Proposal, and recommendation for the award of contract may result in the rejection of the Service Providers / Consulting Firms Proposal.

## **10. Technical Evaluation**

- 10.1 The BEAC shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, compliance to the requirements of the RfP and by applying an evaluation criteria, sub criteria and point system. Each responsive proposal shall be given a technical score (St). The proposal with the highest score or rank shall be identified as the Highest Rated/Ranked Proposal.
- 10.2 A proposal shall be rejected at this stage if it does not respond to important aspects of the ToR or if it fails to achieve the minimum technical qualifying score which is *seventy (70)*.
- 10.4 The technical proposals of Service Providers/ Consulting Firms shall be evaluated based on the following criteria and sub-criteria:

Criteria		Score
<b>1. Specific experience of the Service Providers relevant to the assignment and capacity to operate in research areas directly or through partners: [Max 15 points]</b>		
1) Similar experience in terms of the scope, cost and subject matter (i.e. conduction of studies or evaluations focusing on case management practice) carried out on behalf of academic institutions, governmental entities, international organisations or INGOs.	<b>4 or more</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	10
	<b>3 or 4</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	7
	<b>1 or 2</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	3
	<b>No</b> similar assignments with documented evidence such as Contracts, descriptive reports and recommendations from reputable agencies.	0
2) Knowledge of context: experience with conducting evaluation and research assignment in the countries targeted.	Demonstrated experience of research and/or evaluation in at least <b>seven (7)</b> of the targeted countries.	5
	Demonstrated experience of research and/or evaluation in at least <b>four (4)</b> of the targeted countries.	3
	Demonstrated experience of research and/or evaluation in at least <b>one (1)</b> of the targeted countries.	1
	No demonstrated experience of research and/or evaluation in <b>any</b> of the targeted countries.	0

Criteria		Score
<b>2. Adequacy of the proposed methodology and work plan in response to the Terms of Reference: [Max 45 points]</b>		
1) Demonstrated understanding of the analytical agenda of the assignment (with emphasis on how the problem was framed in the context of case management theory and case management practice in the context of return and reintegration initiatives).	The elaboration presented <b>fully addresses</b> the requirements outlined in the ToR, showing <b>excellent understanding</b> of subject matter and required processes	15
	The overall approach <b>adequately addresses</b> the requirements outlined in the ToR, showing <b>moderate understanding</b> of subject and required processes	10
	The overall approach presented <b>partially addresses</b> the requirements outlined in the ToR, showing partial <b>understanding</b> of subject and required processes	5
	The overall approach <b>poorly addresses</b> the requirements outlined in the ToR, showing <b>poor understanding</b> of subject matter and required processes	0
2) Proposed methodology (looks at proposed field deployments, data collection targets, proposed analytical approaches and requirements, etc.)	The elaboration presented <b>fully addresses</b> the requirements outlined in the ToR, showing <b>excellent understanding</b> of subject matter and required processes	15
	The overall approach <b>adequately addresses</b> the requirements outlined in the ToR, showing <b>moderate understanding</b> of subject and required processes	10
	The overall approach presented <b>partially addresses</b> the requirements outlined in the ToR, showing partial <b>understanding</b> of subject and required processes	5
	The overall approach <b>poorly addresses</b> the requirements outlined in the ToR, showing <b>poor understanding</b> of subject matter and required processes	0
3) Work Plan Feasibility	Definition of activities and delivery timelines is <b>fully accurate</b> and <b>realistic</b> .	15
	Definition of activities and delivery timelines is <b>accurate</b> and <b>realistic</b> but needs minor revision.	10
	Definition of activities and delivery timelines is <b>accurate</b> and <b>realistic</b> but needs revision.	5
	Timelines are <b>unrealistic</b> and/or deliverables and activities are <b>inconsistent</b> with the ToR. Needs major revision or overhaul.	0

Criteria		Score
<b>3. Key professional staff qualifications and competence for the assignment: [Max 40 points]</b>		
1) Qualifications and Number of years of experiences of the Project Lead	More than 10 years (included) of experience in <b>managing and overseeing projects</b> related to the subject matter of the assignment.	5
	Experience of 6 to 9 years (included) in <b>managing and overseeing projects</b> related to the subject matter of the assignment.	3
	Experience of 2 to 5 years (included) in <b>managing and overseeing projects</b> related to the subject matter of the assignment.	1
	Less than 2 years of experience in <b>managing and overseeing projects</b> related to the subject matter of the assignment.	0
2) Qualifications and profile of case management experts in the team	A <b>very good</b> level of expertise and experience in <b>case management</b> is present across the various members of the proposed team.	15
	A <b>fair</b> level of expertise and experience in <b>impact evaluation study conduction and econometric analysis</b> is present across the various members of the proposed team.	10
	A <b>barely sufficient</b> level of expertise and experience in <b>impact evaluation study conduction and econometric analysis</b> is present across the various members of the proposed team.	5
	<b>Insufficient</b> level of expertise and experience in <b>impact evaluation study conduction and econometric analysis</b> is present across the various members of the proposed team.	0
3) Overall evaluation and strategic consulting experience in the team (with emphasis on capacity and experience with the implementation of complex evaluations and production of evaluation outputs where actionable recommendations are presented effectively).	A <b>very good</b> level of expertise and experience in <b>evaluation and strategic consulting</b> is present across the various members of the proposed team.	15
	A <b>fair</b> level of expertise and experience in <b>evaluation and strategic consulting</b> is present across the various members of the proposed team.	10
	A <b>barely sufficient</b> level of expertise and experience in <b>evaluation and strategic consulting</b> is present across the various members of the proposed team.	5
	<b>Insufficient</b> level of expertise and experience in <b>evaluation and strategic consulting</b> is present across the various members of the proposed team.	0
4) Team composition (looks at adequacy of team size, overall team composition)	The proposed team is in general of adequate size, includes all relevant professional figures needed in a balanced organigram and each team member will dedicate a sufficient amount of time to the study.	5

and balance, level of involvement of the various team members)	Team size, composition and level of involvement of team members are <b>fair</b> but some minor gaps are present.	3
	Team size, composition and level of involvement of team members is <b>barely sufficient</b> for the conduction of the study, although significant improvements are possible.	1
	Team size, composition and/or level of involvement of team members is <b>insufficient</b> for the successful delivery of the assignment.	0

The minimum technical score St required to pass is: 70 Points

10.5 Technical Proposal shall not be considered for evaluation in any of the following cases:

- a) Late submission, *i.e.*, after the deadline set
- b) Failure to submit any of the technical requirements and provisions provided under the Instruction to Service Provider / Consulting Firm (ITC) and Terms of Reference (ToR);

## 11. Financial Evaluation

- 11.1 After completion of the Technical Proposal evaluation, IOM shall notify those Service Providers / Consulting Firms whose proposal did not meet the minimum qualifying score or were considered non responsive based on the requirements in the RfP, indicating that their Financial Proposals shall be returned unopened after the completion of the selection process.
- 11.2 IOM shall simultaneously notify the Service Providers / Consulting Firms that have passed the minimum qualifying score indicating the date and opening of the Financial Proposal. The BEAC has the option to open the Financial proposals publicly or not.
- 11.3 The BEAC shall determine the completeness of the Financial Proposal whether all the Forms are present and the required to be priced are so priced.
- 11.4 The BEAC will correct any computational errors. In case of a discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition, activities and items described in the Technical proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 11.5 The Financial Proposal of Service Providers / Consulting Firms who passed the qualifying score shall be opened, the lowest Financial Proposal (F1) shall be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals shall be computed based on the formula :

$$Sf = 100 \times F1 / F$$

Where:

Sf - is the financial score of the Financial Proposal under consideration,  
F1 - is the price of the lowest Financial Proposal, and  
F - is the price of the Financial Proposal under consideration.

The proposals shall then be ranked according to their combined (Sc) technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal = 0.70; F = the weight given to the Financial Proposal = 0.30; T + F = 1)

$$Sc = St \times T\% + Sf \times F\%$$

The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **12. Negotiations**

- 12.1 The aim of the negotiation is to reach agreement on all points and sign a contract. The expected date and address for contract negotiation [will be communicated to the successful service provider](#).
- 12.2 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 Service Provider / Consulting Firm; 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 Service Provider / Consulting Firm; and f) Provisions of the contract. IOM shall prepare minutes of negotiation which will be signed both by IOM and the Service Provider / Consulting Firm.
- 12.3 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.
- 12.4 Having selected the Service Provider / Consulting Firm 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 Service Provider / Consulting Firm may be disqualified. Any proposed substitution shall have equivalent or better qualifications and experience than the original candidate.
- 12.5 All agreement in the negotiation will then be incorporated in the description of services and form part of the Contract.
- 12.6 The negotiations shall conclude with a review of the draft form of the Contract which forms part of this RfP (Section VI). To complete negotiations, IOM and the Service Providers / Consulting Firms shall initial the agreed Contract. If negotiations fail, IOM shall invite the second ranked Service Provider / Consulting Firm to negotiate a contract. If negotiations still fail, the IOM shall repeat the process for the next-in-rank Service Providers / Consulting Firms until the negotiation is successfully completed.



### **13. Award of Contract**

- 13.1 The contract shall be awarded, through a notice of award, following negotiations and subsequent post-qualification to the Service Provider/ Consulting Firm with the Highest Rated Responsive Proposal. Thereafter, the IOM shall promptly notify other Service Providers / Consulting Firms on the shortlist that they were unsuccessful. Notification will also be sent to those Service Providers / Consulting Firms who did not pass the technical evaluation.
- 13.2 The Service Provider / Consulting Firm is expected to commence the assignment on the *28<sup>th</sup> of March 2022*.

### **14. Confidentiality**

- 14.1.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider / Consulting Firm who submitted Proposals or to other persons not officially concerned with the process. The undue use by any Service Provider / Consulting Firm 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 – Technical Proposal Standard Forms**

### **TPF-1: Technical Proposal Submission Form**

*[Location, Date]*

To: *[Chairperson Name and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the Services for the **Conduction of a Study on Case Management Practice in the Context of the EU-IOM Joint Initiative for Migrant Protection and Reintegration** in accordance with your Request for Proposal (RfP) dated *[insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held after the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We acknowledge and accept IOM's right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with IOM as a result of this proposal or not.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

## **TPF – 2: Service Providers / Consulting Firms Organization**

*[Provide here brief (four pages) description of the background and organization of your firm/entity and each associate for the assignment (if applicable). Please elaborate on division of labour between partners and previous experiences in working together. In the case of partners focusing on fieldwork activities, please elaborate on qualifications and to conduct data collection in Ethiopia, Somalia and Sudan]*

### **TPF – 3: Description of the Approach, Methodology and Work Plan for Performing the Assignment**

*[The description of the approach, methodology and work plan should normally consist of a maximum of 25 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of reference and counterpart staff and facilities.]*

#### TPF – 4: Team Composition and Task Assignments

1. Technical/Managerial Staff		
Name	Position	Task

2. Support Staff		
Name	Position	Task

## TPF – 5: Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Name of Staff: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_  
Membership in Professional Societies: \_\_\_\_\_  
Detailed Tasks Assigned: \_\_\_\_\_

### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

### Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

### Languages:

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of staff member and authorized representative of the firm] Date: \_\_\_\_\_  
Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**TPF-6: Time Schedule for Professional Personnel**

			Days (in the Form of a Bar Chart)												
Name	Position	Reports Due/Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of Days
															Subtotal (1) _____
															Subtotal (2) _____
															Subtotal (3) _____
															Subtotal (4) _____

Full-time: \_\_\_\_\_  
 Reports Due: \_\_\_\_\_  
 Activities Duration: \_\_\_\_\_  
 Location: \_\_\_\_\_

Part-time: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title : \_\_\_\_\_

### TPF-7: Activity (Work) Schedule

<b>A. Activities</b>														
No.	Activity/Work Description	<i>Duration (days)</i>												
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	
1														
2														
3														
4														
5														

<b>B. Deliverables</b>	
<i>Deliverable</i>	<i>Due Date</i>

### Section III. Financial Proposal - Standard Forms



## FPF-1: Financial Proposal Submission Form

*[Location, Date]*

To: *[Name of Chairperson and address of IOM Mission]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for the **Conduction of a Study on Case Management Practice in the Context of the EU-IOM Joint Initiative for Migrant Protection and Reintegration** in accordance with your Request for Proposal (RfP) dated *[insert date]* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *[Amount in words and figures]*. This amount is exclusive of the local taxes, which we have estimated at *[Amount(s) in words and figures]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of *[insert validity period]* of the Proposal.

We acknowledge and accept the IOM right to inspect and audit all records relating to our Proposal irrespective of whether we enter into a contract with the IOM as a result of this Proposal or not.

We confirm that we have read, understood and accept the contents of the Instructions to Service Providers / Consulting Firms (ITC), Terms of Reference (ToR), the Draft Contract, the provisions relating to the eligibility of Service Providers / Consulting Firms, any and all bulletins issued and other attachments and inclusions included in the RfP sent to us.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

### FPF– 2: Summary of Costs

Costs	Currency	Amount(s)
I – Remuneration Cost (see FPF- 3 for breakdown)		
II - Reimbursable Cost ( see FPF – 4 for breakdown)		
<b>Total Amount of Financial Proposal <sup>1</sup></b>		

<sup>1</sup> Indicate total costs, net of local taxes, to be paid by IOM in each currency. Such total costs must coincide with the sum of the relevant subtotal indicated in all Forms FPF-3 provided with the Proposal.

Authorized Signature:

Name and Title of Signatory:

### FPF-3: Breakdown of Costs by Activity

Group of Activities (Phase): <sup>2</sup> _____ _____	Description: <sup>3</sup> _____ _____	
Cost Component	Costs	
	Currency	Amount
Remuneration <sup>4</sup>		
Reimbursable Expenses <sup>4</sup>		
Subtotals		

<sup>1</sup> Form FPF3 shall be filed at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g. the assignment is phased, and each phase has a different payment schedule), the Service Provider/ Consulting Firm shall fill a separate Form FPF-3 for each Group of activities.

<sup>2</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-7.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>4</sup> For each currency, Remuneration and Reimbursable Expenses must coincide with relevant Total Costs indicated in FPF-4 and FPF-5.

Authorized Signature:

Name and Title of Signatory:

#### **FPF-4: Breakdown of Remuneration per Activity**

[Information provided in this Form should only be used to establish payments to the Service Provider/ Consulting Firm for possible additional services requested by Client/IOM]

<b>Name of Staff</b>	<b>Position</b>	<b>Staff-month Rate</b>
Professional Staff		
1.		
2.		
3.		
4.		
5.		
Support Staff		
1.		
2.		
3.		
4.		
5.		

<sup>1</sup> Names of activities (phase) should be same as, or corresponds to the ones indicated in Form TPF-8.

<sup>2</sup> Short description of the activities whose cost breakdown is provided in this Form.

Authorized Signature:

Name and Title of Signatory:

## **Section IV. Terms of Reference**

# 1. Background and rationale

Launched in December 2016 with funding from the EU Emergency Trust Fund for Africa (EUTF), the EU-IOM Joint Initiative for Migrant Protection and Reintegration is the first comprehensive programme to save lives, protect and assist migrants along key migration routes in Africa. Within this initiative, returning migrants are reintegrated in their countries of origin in line with IOM's Integrated Approach to Reintegration. The reintegration support aims to address returnees' economic, social and psychosocial needs and to foster inclusion of communities of return in reintegration planning and support whenever possible.

IOM conceptualised its Integrated Approach to Reintegration in 2017. The basic premise of this approach is that the complex, multidimensional process of reintegration requires a holistic and needs-based approach. Such an approach takes into consideration the various factors that can affect reintegration, including economic, social and psychosocial dimensions. It responds to the needs of individual returnees and the communities to which they return in a mutually beneficial way, while also addressing the structural factors at play.<sup>1</sup>

One of the most effective ways to provide tailored assistance to returnees is through dedicated case managers who accompany the returnee through a counselling process. Case management is a standard social work practice used to help beneficiaries meet their needs when they are receiving services from a variety of different providers. In the context of return and reintegration, case management can help returnees navigate what are often fragmented support services.<sup>2</sup>

While developing a robust and comprehensive case management practice presents significant opportunities in terms of improving the reintegration outcomes of the assisted beneficiaries, the experience of the EU-IOM Joint Initiative shows how this process is riddled with challenges.

The EU-IOM Joint Initiative programme represents a discontinuity with 'traditional' Return and Reintegration projects, as it required the development of structures and processes for case management of greater complexity and cost than previous arrangements. Key to this transition is an organizational and individual 'cultural change', which can be successful only where there is a strong willingness to change and the availability of support to navigate the challenges of the added complexity and demands of the new approach to assistance provision. While the internalization of the Integrated Approach was pursued vigorously at all levels, especially with trainings and campaigns targeting key stakeholders, fostering the adoption of a 'case management mentality' and supporting the development of the case management skills remains a complex and resource-intensive undertaking.

In the context of the EU-IOM Joint Initiative programme, the holistic and needs-based approach to reintegration assistance resulted in the administration of articulated screening and counselling processes, and in the delivery of a diverse range of services to returnees (and also

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<sup>1</sup> *IOM Reintegration Handbook, section 1.3*  
([https://publications.iom.int/system/files/pdf/iom\\_reintegration\\_handbook.pdf](https://publications.iom.int/system/files/pdf/iom_reintegration_handbook.pdf)).

<sup>2</sup> *IOM Reintegration Handbook, section 2.1*  
([https://publications.iom.int/system/files/pdf/iom\\_reintegration\\_handbook.pdf](https://publications.iom.int/system/files/pdf/iom_reintegration_handbook.pdf)).

members of the host communities) either directly by IOM or by partners to which programme beneficiaries are referred to (often to receive specialistic services which IOM cannot provide directly). Case management is therefore essential to coordinate the provision of assistance from different stakeholders and over a generally long period of time.

With multiple staff and stakeholders working jointly to deliver diverse and tailored support to a large caseload of returning migrants, IOM's case management system (MiMOSA) and its surrounding information management infrastructure required significant enhancements to sustain the increased complexity of both programme implementation processes and monitoring activities.<sup>3</sup> While these enhancements improved data standardization, security, reliability and allowed to automatise donor reporting processes to a great extent, limitations persist in how IOM's case management system can support case workers and their supervisors in day-to-day case management activities, how the system facilitates the development of a 'case management mentality' among its users, and how it can be better used in combination with other tools to better respond to country- or caseload-specific needs.

Communication with beneficiaries is another aspect of case management that required significant attention in the context of the EU-IOM Joint Initiative. The programme's holistic and multi-dimensional approach to reintegration assistance provision required that IOM and its partners remained in contact with returnees continuously and for a long period of time (generally more than a year) for the facilitation of processes such as screening, counselling, assistance provision and the administration of surveys. This was particularly challenging given that programme beneficiaries are most often scattered in different locations, some of which may be or become inaccessible (physically and/or via telecommunications) due to political instability or natural hazards. While communications via telephone are generally feasible and even though a phone and a sim card are often given to beneficiaries upon return, a portion of the caseload inevitably becomes unreachable. Movement and social interaction restrictions instated to contain the COVID-19 pandemic also forced IOM to reconfigure certain case management interactions to a remote setting, although the solutions devised may have implied a trade-off in terms of accessibility and interactivity.

Across the various countries in which the EU-IOM Joint Initiative programme was implemented, different case management structures, processes and solutions were introduced, each responding to the opportunities and challenges specific to the country and the caseload considered. A mapping and a critical analysis of these experiences, with roots in the social service and case management literature, can help draw lessons that not only can inform the design and management of future reintegration initiatives, but also advance the understanding of how the Integrated Approach to Reintegration should be operationalised.

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<sup>3</sup> Examples of such investments include the strengthening of information management capacity at both field- and central-level with the recruitment of specialists, and the release of significant updates to the reintegration modules of IOM's internal migrant/beneficiary information management system (MiMOSA - Migrant Management Operational Systems Application).

## 2. Geographical scope<sup>4</sup>

The analysis will focus on the EU-IOM Joint Initiative for Migrant Protection and Reintegration programme. While this programme is currently being implemented in more than twenty African countries and across three regions,<sup>5</sup> the analysis produced in the context of this assignment will focus on:

- Six countries where the EU-IOM Joint Initiative programme serves large reintegration caseloads and where different approaches to case management have been devised to account for context-specific challenges and opportunities: **Ethiopia, the Gambia, Guinea-Conakry, Nigeria, Somalia and Sudan.**
- Three countries strategically positioned across migratory routes, where IOM provides pre-departure and voluntary return services to a vast number of migrants: **Djibouti, Libya and Niger.**

In addition to the countries listed above, the Service Provider and IOM will select one or two additional countries that will be covered by the analysis. These will be countries where the EU-IOM Joint Initiative is being implemented, but which present relatively smaller caseloads than the countries listed above. This will allow to nuance the analysis and understand better the challenges and opportunities of operationalizing the Integrated Approach to Reintegration in countries where IOM and other reintegration stakeholders may be facing higher marginal costs related to case management.

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<sup>4</sup> The geographical scope of this assignment, as well as the list of countries targeted for field deployment in section 5.1 below may be changed by IOM ahead of contract signature in response to political instability or other adverse conditions in the target countries that may impede the conduction of this study.

<sup>5</sup> The EU-IOM Joint Initiative programme is being implemented in the following regions: Horn of Africa (HoA), Northern Africa (NA), and Sahel and Lake Chad (SLC). Each region has a distinct donor agreement and programme governance structure, although the programme remains broadly similar in terms of design principles and alignment with the IOM's Integrated Approach to Reintegration. More information is available at: <https://www.migrationjointinitiative.org/countries>.



### 3. Analytical agenda

In the context of this assignment, the Service provider will produce the following:

1. An accurate mapping of organisational structures for case management established in the context of the EU-IOM Joint Initiative programme, where the different arrangements are – as much as possible – qualified and compared on the basis of quantifiable indicators (such as beneficiary/case worker ratios, frequency of case management interactions, etc.).
2. A comparative description of case management processes (pre-departure counselling, post-arrival screening, AVM screening, reintegration counselling, referrals, reintegration assistance delivery, case monitoring and follow-ups, case closure) and how they are distributed within the relevant organisational structure.
3. An insightful elaboration on the contextual conditions and challenges (at a regional-, country- and local-level) that led to the emergence of the specific structures and processes encountered.
4. A robust analysis rooted in the relevant specialistic literature where the mapped case management structures and processes are evaluated with respect to their appropriateness, effectiveness and efficiency; and also contrasted with models available in sectors/domain where case management practices have reached a higher level of maturity.
5. An effective consolidation of the lessons learned from the cases analysed into practical and actionable recommendation for an improved operationalisation of the Integrated Approach to Reintegration in current and future reintegration initiatives
6. Practical resources for the setting up of case management structures and processes, such as:
  - i. Models of case management accounting for different scenarios of reintegration delivery (based on varying degrees of involvement of IOM, government counterparts, implementing partners and other stakeholders), with each of them covering responsibilities of each actors, risk assessment and guiding points to set up the model.
  - ii. Frameworks for the monitoring and evaluation of case management quality and performance which consider the possible models as per point i. above.
  - iii. Multi-level (e.g. minimum, standard and advanced) case management information system requirements and integration guidelines which consider the possible models as per point i. above and different levels of capacity among users.

While producing the above, the Service Provider should address the following questions, as they relate to specific aspects of the matter which are of particular interest to IOM:

- a. **IOM's Case Management system (MiMOSA):**
  - To what extent IOM's case management system (MiMOSA) meets field-level needs related to case management, case worker supervision, reporting, monitoring and evaluation?

- What lessons can be drawn from the experience of managing the adoption of MiMOSA as the primary case and information management system for the EU-IOM Joint Initiative programme?<sup>6</sup>
  - How can this system be further enhanced and leveraged to foster the spread of a ‘case management mentality’ among its users?
- b. **Coordination of pre-return and post-return case management:**
- How can communications between sending and receiving IOM mission be enhanced to increase the efficiency/effectiveness of service provision and its related case management processes?
- c. **Communications with beneficiaries:**
- What were the challenges with remaining in touch with beneficiaries faced in the context of the EU-IOM Joint Initiative programme? What solutions worked and what didn’t?
  - How can communications with beneficiaries be enhanced to increase the efficiency/effectiveness of service provision and its related case management processes?
  - How best to transfer over the phone or online certain services and case management processes in a context where security, literacy and vulnerability can severely limit access to technology and communications?
- d. **Integration of M&E activities into case management:**
- To what extent were M&E activities synergetic with case management in the context of the EU-IOM Joint Initiative programme?
  - What have we learned on how M&E activities can or should be better coordinated with case management events to improve the timeliness of data collection and data quality, while also reducing non-response, attrition and data collection costs? On the other side, how can M&E activities support and improve case follow-up?
- e. **Case Management quality and performance indicators:**
- To what extent did the indicators included in the logical framework of the EU-IOM Joint Initiative and their related reporting mechanisms and practice incentivised robust case management?
  - What are the lessons for the construction of logical frameworks for future reintegration programmes?
  - How should the existing data collection monitoring tools used by IOM in the context of the EU-IOM Joint Initiative be expanded or modified to effectively feed improved case management indicators?

In their Technical Proposals, Bidders are invited to elaborate on the research/evaluation questions, the scope and the components of the analysis, with respect to the possible

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<sup>6</sup> This may cover both strategic and operational aspects of the so-called “MiMOSA transition”. For example, how the transition was planned and executed, how targets were set and monitored, how resources were allocated to this task, how field-level needs were gathered and processed, what organizational structures emerged for the implementation of the transition and how appropriate they were for their purpose, how end- and mid-level MiMOSA users were supported to meet their targets.

opportunities to expand or amend the above analytical agenda outline, and the possible challenges with covering the entire spectrum of issues it targets.

## 4. Methodology

In their Technical Proposals, Bidders are invited to elaborate on a methodology that would allow a robust delivery of the assignment's analytical agenda and answer appropriately the questions listed in the previous section. In doing so, Bidders can assume that the inputs for the analysis will come from:

- i. Review of literatures that are relevant to the definition of a robust analytical framework for this assignment (e.g., applied and methodological research on social service, case management evaluation and theory, etc.);
- ii. Review of public and internal documentation on case management practice in the context of the EU-IOM Joint Initiative programme;
- iii. Interviews (with either qualitative or quantitative approaches; either in-person or remotely), meetings and consultative processes targeting IOM staff involved in case management, project management and Monitoring and Evaluation activities;
- iv. Key Informant Interviews (KIIs) and/or Focus Group Discussions (FGDs) with beneficiaries, external IOM partners providing reintegration assistance and other relevant reintegration stakeholders (either in-person or remotely);<sup>7</sup>
- v. Field visits at IOM missions and facilities used by IOM or other programme stakeholders for service provision.

In addition to the above, IOM and the Service Provider can collaborate to perform analysis on secondary quantitative and qualitative data gathered as part of M&E and research activities undertaken under the EU-IOM Joint Initiative programme, to complement and contrast the findings returned by the analysis of the data collected in the context of this assignment.<sup>8</sup>

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<sup>7</sup> The Service Provider is not expected to conduct quantitative data collection among beneficiaries of the EU-IOM Joint Initiative for the execution of this assignment.

<sup>8</sup> M&E data available is of both qualitative and quantitative nature. Within the context of the EU-IOM Joint Initiative programme, several administration rounds have been completed of 'institutional' survey tools such as the Reintegration Sustainability Survey, the Reintegration Assistance Monitoring and Satisfaction survey, the Assisted Voluntary Return and Reintegration survey and other. In addition to these, qualitative and quantitative data has been gathered in the context of different evaluation and research activities via dedicated tools.

## 5. Data collection

For the execution of this assignment, the Service Provider will collect data among IOM staff, beneficiaries of the EU-IOM Joint Initiative programme and other relevant parties.

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

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

### 5.1 Field deployments<sup>9</sup>

While remote data collection is generally possible with a variety of stakeholders, IOM recommends that the Service Providers conducts field visits and, to the extent possible, in-person data collection in the following countries:

- **Djibouti, Ethiopia, the Gambia, Guinea-Conakry, Nigeria and Sudan.**

Remote data collection arrangements are instead preferable for the other target countries (including Somalia, Libya and any possible additional ‘smaller caseload’ country selected in coordination with IOM) and also for IOM stakeholders in Regional Offices or Headquarters.

IOM understands that the ability to travel and conduct field visits can be affected by the pandemic and/or by other adverse events. Bidders may also express a preference for remote data collection in any of the six countries for which IOM recommends in-person data collection, provided that the benefits of this decision are elaborated upon in the Technical Proposal. Regardless of their preferences and considering that remote data collection is likely to be needed also as a complement to or in preparation of field deployments, Bidders are recommended to elaborate on their experience and ability to effectively gather data remotely and to devise alternatives to in-person data collection and field visits in general.

For transparency and comparability, in their Technical proposals, for each of the six countries listed above targeted for field deployment, Bidders will specify the following:

- If the Bidder is going to conduct field visits and in-person data collection in the each country;
- If applicable, which team members will be deployed, when and for how long.

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<sup>9</sup> The list of countries targeted for field deployment as well as the geographical scope of the assignment (Section 2) may be changed by IOM ahead of contract signature in response to political instability or other adverse conditions in the target countries that may impede the conduction of this study.

## **5.2 Ethics**

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

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

## **5.3 Coordination with IOM and transparency**

Effective and efficient coordination between IOM and the Service Provider will be key to the successful implementation of this assignment, especially in relation to data collection operations. Bidders are invited to elaborate on how they intend to establish clear and effective communication lines, governance structures and processes.

IOM deems as essential that the Service Provider is fully transparent for what concerns data collection methodology and practice, data treatment and analysis. Transparency should also apply to the description of the procedures followed in any activity undertaken, and specifically with respect to any possible deviation from the standards set and their potential impact on the robustness of the analysis.

All the data gathered as part of this assignment (regardless of whether it has been used or not for the analysis) will be anonymized and shared with IOM, alongside any script, raw and prepared datasets used for the analysis. KII and FDG transcriptions will be based on the ‘intelligent verbatim’ format and will be in English (regardless of the language used during data collection).

## **6. Duration and timeline**

IOM expects the assignment to be fully completed by the **31<sup>st</sup> of October 2022**.

In their Technical Proposals, Bidders will provide a timeline for project activities and deliverables submission that is consistent with the completion timeframe indicated above.

## 7. Deliverables

Table 1 below provides an outline of the deliverables foreseen for the assignment. Bidders should take them as minimum requirements that can be exceeded or arranged into a different structure in the Technical Proposal.

Table 1 – Deliverable and delivery timeline			
#	Deliverable	Description/items	Deliver by:
1	<b>Inception Report</b>	Includes literature review, research/evaluation questions and analysis plan, data collection tools, deployment plans.	15 <sup>th</sup> of May 2022
2	<b>Mapping and Evaluation Report</b>	Presents analysis output related to items 1. to 5. and questions a. to e. listed in section 3. above (Analytical agenda).	14 <sup>th</sup> of August 2022
3	<b>Case Management for Reintegration Report</b>	Presents analysis output related to item 6. listed in section 3. above (Analytical agenda).	18 <sup>th</sup> of September 2022



## Section V – Pro-forma Contract

**RFP RONBO 22-001**

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.

## 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:*

## **21. Final clauses**

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

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



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

*For and on behalf of*

The International Organization  
for Migration

Signature

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*Name*

*Position*

*Date*

*Place*

*For and on behalf of*

*[Full name of the Service Provider]*

Signature

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*Name*

*Position*

*Date*

*Place*