



## Terms of Reference

# MEL Inclusive Education Consultancy Bangladesh

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### Background

- Project name: Shikbo Shobai
- Sightsavers Project number: 94101
- Project duration: Apr 2022 - Dec 2025
- Project budget:
- Project partners:
- Project stakeholders:

## Introduction to the Shikhbo Shobai project

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Inclusive Futures is a disability-inclusive development initiative working to ensure all children and adults with a disability have the same likelihood as everyone else to access quality education, health and work opportunities. It brings together 23 development organisations, the public and private sector, working with and for people with disabilities and the groups that represent them. The Disability Inclusive Development (DID) program, under Inclusive Futures, focuses on creating environments where people with disabilities can participate fully in society, particularly in low- and middle-income countries.

Sightsavers with Sense and ADD International are implementing the Disability Inclusive Development (DID) - Inclusive Education (IE) consortium program namely Shikhbo Shobai (Everyone will learn) in two districts of Bangladesh. This project aims to improve primary education systems for the expansion of access to quality inclusive education for children with multiple and severe disabilities within the above-mentioned area.

The project intervention includes providing skills training and follow-up for school management, teachers, and parents in primary schools to improve the school environment and assist children with disabilities already enrolled in school to actively participate and progress in their learning but especially provide home based support to out of school children with severe and multiple disabilities to become school ready and transition from home-based support to mainstream school.

## Purpose

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Sightsavers is looking for a MEL consultant to support the implementation of this project as a core member of the project management unit. The consultant will work on the Inclusive Education project as a MEL consultant for the consortium project for the duration of one year. The consultant will work under the direct supervision of the Consortium Project and MEL Manager and the Global MEL manager for disability-inclusive development. Their responsibility includes working closely with the consortium staff, assisting the Consortium Manager in delivering the MEL requirements for the programme and ensuring adherence to the programme's MEL strategy and learning toolkit. The consultancy position will demand periodic travels to the field and outside the country to assist in dissemination as required.

### Duration of the Consultancy

The Consultant will be engaged for a period of up to one year, beginning February 2025 and ending Dec 2025/Jan 2026, subject to mutual agreement for extensions, based on project needs.

## Deliverables

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### Routine monitoring and reporting

- Review and ensure effective and efficient implementation of project M&E plan at consortium level for the project duration.
- Assist the consortium partners to conduct periodical theory of change review and contribute to actualising adaptive management.
- Coordinate routine data collection across all the indicators in the results framework based on the guidance of the fund management team.

### Learning products and dissemination

- Assist team to record and share learning during the consortium reflection sessions and support the implementation of the DID Learning Toolkit.
- Support and coordinate data collection, analysis and report writing with other organisations/consortia for learning pieces agreed with the fund management team.
- Dissemination of products with involvement of organisations of persons with disabilities.

### Participant's feedback

- Support conducting OPD assessment with engagement of consortium partners and finalize a well written report.

- Assist in organizing MEL feedback system for project staff, participants and consortium on quarterly basis.

### Evaluations

- Coordinate with external evaluator during the endline evaluations and giving valuable input to ensure the evaluations process is conducted with the input from Sightsavers.
- Collaborate and coordinate with the consortium partners to design, package, and disseminate evaluation focused products, including the ongoing MTR for the project.

### Project close-out

- Support the project team in preparing MEL documents, reports and presentations needed for the project close-out
- Conduct an after-action review for all the project activities and coordinate with the consortium partners to review the project implementation after the project close-out

## Consultant’s expertise

- Master’s degree in education/Statistics/Anthropology/Development studies/Social Science/Disaster Management or related degree from a recognized university.
- Proven background within capacity building of monitoring and evaluation gained within the national and/or international development sector.
- Clear understanding of environmental international development organization culture.
- Strong knowledge and experience producing analytical reports or communication materials for a wide range of audiences.
- Ability to facilitate group training sessions and build capacity for consortium partners with MEL tools.
- A proven successful track record working across different consortiums at country level.
- Experience of designing and implementing programme monitoring frameworks.

## Detailed tasks

Deliverable	Task	Quarter	Expected level of effort
<b>Monitoring and reporting</b>			
Updated MEL plan	Review the project MEL plan and update	Quarterly	

Revised ToC	Work with the consortium partners to review the ToC	Mar/Apr 2025	
Completed RF	Conduct DQA for RF data and ensure its accuracy and completeness	Quarterly	
<b>Learning products and dissemination</b>			
Learning pieces	Collect data and participate in writing the learning pieces	Mar/ Apr 2025 Apr-Jun 2025	
Consortium reflection	Support consortium reflection sessions and roll-out of DID learning toolkit	Quarterly	
<b>Participant's feedback</b>			
Organizations of People with Disability assessments and capacity building	Support conducting OPD assessment with engagement of consortium partners and finalize well written reports.	Quarterly	
Participants	Assist in organizing MEL feedback system for project staff, participants and consortium on quarterly basis.	Quarterly	
<b>Evaluations</b>			
Midline and Endline evaluations	Collaborate and support external evaluator during the endline evaluations	Mar/Apr 2025	
<b>Project close-out</b>			
Project close-out MEL documents	Support the project team in preparing MEL documents, reports and presentations needed for the project close-out	Oct-Dec 2025	
Endline after action review	Conduct an after-action review for all the project activities and coordinate with the consortium partners to review the project implementation after the project close-out	Oct-Dec 2025	

## 5. Contract Management

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The contract will be managed by the Country Director-Bangladesh. The consultant will adhere to the contractual terms and conditions with Sightsavers, including clauses in relation to confidentiality, data protection and intellectual property rights. It is expected that the work will fully follow ethical principles for research, and that the team will adhere to Sightsavers' guidelines on ethical considerations for evaluation, [Safeguarding policy](#) and Code of Conduct. It is also a requirement that all members of the team have completed the short online [UNICEF ethics training](#), or equivalent, before embarking on the work.

## 6. Expenses and payment schedule

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The appointed consultant will be expected to travel to undertake key aspects of this assignment. The consultant is expected to cover all costs and materials related to this exercise as part of their consultancy fees. However, Sightsavers will cover costs associated with meetings or learning events and production of materials such as online meeting platform licenses, translation costs, reasonable accommodation costs for participants to attend meetings, design costs etc

A schedule of payment will be agreed on signing of the agreement with the selected bidder. Sightsavers will pay up to a maximum of 10% of the total fee on signing of the agreement. Further payments will be made during the tenure based on approval of deliverables. Payments will be authorised on approval of a deliverable by Sightsavers and not on submission of the deliverable by the consultant. Sightsavers' undertakes to provide feedback on each deliverable within 15 working days of receipt.

### **Payment terms:**

Sightsavers will pay the consultants fee through account pay cheque or bank transfer, duly submission of the invoice, VAT and AIT will be deducted at source as per government rule of Bangladesh.

Sightsavers will not bear any cost other than consultant fee, bidders need to include all required costs in their financial proposal.

### **Evaluation Criteria**

The selection of the Consultant will be based on the following criteria:

- Technical Competence (50%): Relevant expertise, previous experience in similar projects, and understanding of inclusive education and MEL frameworks.

- Approach and Methodology (30%): Quality of the proposed approach to MEL design, data collection methods, analysis, and reporting.
- Cost Effectiveness (20%): Financial proposal and value for money.

Applications will be reviewed by a selection committee, and shortlisted candidates will be invited for an interview or further discussions.

Sightsavers will only contact individuals who meet the eligibility criteria and adhere to Sightsavers' standards for this work.

## SCHEDULE B

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### Sightsavers Code of Conduct for representatives

*(to be applied within and out of working hours<sup>1</sup>)*

I, acknowledge that I have read and understood Sightsavers' Safeguarding Policy.

#### **By signing this document, I agree:**

- To comply with the Safeguarding Policy of Sightsavers and this Code of Conduct.
- To report any concerns or incidents in line with the procedures set out in the policy.
- To raise awareness of the policy and Code of Conduct in my work environment where relevant.

#### **I will:**

- Be committed to playing my part in creating a culture of openness and mutual accountability in the workplace. This culture will enable all safeguarding concerns to be both raised and discussed. This will in turn ensure inappropriate and abusive behaviour is challenged.
- Help create and/or uphold an environment that is safe, positive and encouraging, where children and adults are listened to and respected as individuals.
- Ensure the use of the 'Two Adult Rule'. This means, when interacting with at-risk adults and/or children in a work context, I will ensure that another adult is present or within reach at all times.
- Ensure physical contact is always appropriate and not an invasion of the individual's privacy.
- Use positive, non-violent methods to manage behaviour.
- Respect an individual's dignity and their need to be safeguarded at all times when taking photographs, filming or writing reports for public relations work.
- Ensure that when photographing, filming or interviewing children and adults, the guidelines within the policy are followed and that consent has been obtained, individuals are properly dressed and are not depicted in a way that is abusive, sexually provocative, demeaning or culturally inappropriate or that characterises them as being entirely reliant on the viewer<sup>2</sup>.
- Protect and handle personal data of others with care, to minimise the risks posed by third parties who receive information about children and adults from Sightsavers or its partner organisations.
- Respond to safeguarding concerns according to the reporting protocol<sup>3</sup>.
- Comply with any investigation led by official bodies (including interviews) and make available any information necessary

1. For consultants and volunteers, this only applies while undertaking Sightsavers business but does include out of working hours while on Sightsavers business.
2. Consent Form is in Annex 5 of the Safeguarding Policy
3. Reporting form for safeguarding concerns is in Annex 4 of the Safeguarding Policy

**I will never:**

- Engage in sexual activity or have a sexual relationship with a child, regardless of consent or local custom. Mistaken belief in the age of a child is not a defence.
- Condone or in any way force an at-risk adult, or a child, to participate in any form of sexual activity, real or simulated, on the internet or in any other medium.
- Make sexually suggestive comments or actions to an at-risk adult or a child, even as a joke.
- Touch, hold, kiss or cuddle an at-risk adult or a child, in an inappropriate and/ or culturally insensitive way.
- Marry a person below the age of 18, regardless of consent or local custom.
- Help at-risk adults or children with acts of an intimate or private nature, which they can do for themselves. Such actions may only be undertaken for an individual who has acknowledged the need for that assistance directly or through a parent/guardian.
- Engage in activities involving close body contact with at-risk adults and/or children, beyond professional requirements
- Hit or otherwise physically assault, or physically abuse an adult or a child. Use any form of corporal punishment as a disciplinary measure.
- Condone, or participate in behaviour with at-risk adults or children that is illegal, unsafe or abusive, including being part of harmful traditional practices, spiritual, ritualistic or substance abuse.
- Act in ways intended to shame, humiliate, belittle or degrade others, or otherwise perpetrate any form of emotional abuse.
- Exploit adults or children for their labour (e.g. domestic servitude, street begging) or for sexual purposes, or participate in the trafficking of children. The definition of child domestic servitude does not include occasional house help, babysitting, kitchen gardening during school holidays or general domestic tasks out of school time.
- Develop relationships with children or adults that could be deemed exploitative or abusive.
- Spend excessive time alone with an at-risk adult or a child, away from others, behind closed doors or in a secluded area (in line with the 'Two Adult Rule')
- Take an at-risk adult or a child, who has been involved in our programmes, to my home, or visit them in their home where I may be alone with them.



- Sleep in the same bed or the same room as an at-risk adult or a child met through work or allow them to stay overnight at my home.
- Take an at-risk adult or a child, met through work alone in a vehicle unless it is absolutely necessary, and only with parental/guardian and managerial consent.
- Favour certain at-risk adults and/or children to the exclusion of others, as I recognise that this can further ostracise individuals from their peers.

**Location and date:**

**Signature:**

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## **SCHEDULE C**

### **Employee and Consultant Data Privacy Statement**

#### **1.0 Introduction**

Sightsavers collects and processes personal data relating to its employees and consultants to manage the employment/consultancy relationship. The organisation is committed to being transparent about how it collects and uses that data and to meeting its data protection obligations.

#### **2.0 Information Collected**

Sightsavers collects and processes a range of information about you. This includes:

2.1 Your name, address, contact details, including email address and telephone number.

2.2 The terms and conditions of your employment or consultancy.

2.3 Your application form and/or CV, which includes details of your qualifications, skills, experience and employment history.

2.4 Information about your remuneration, including entitlement to benefits such as pensions and insurance cover.

2.5 Details of your bank account and national insurance/social security number.

2.6 Information about your marital status, next of kin, dependents and emergency contacts.

2.7 Information about your nationality and entitlement to work in the country in which you are based.

2.8 If relevant to a particular role, information about your criminal record (this would only ever be obtained with your knowledge and consent).

2.9 Details of your working pattern and attendance.

2.10 Details of periods of leave taken by you, including holiday, sickness absence, unpaid leave, maternity, adoption, paternity, shared parental leave and all unpaid leave. This includes the reasons for leave where applicable, e.g. reason for sickness absence.

2.11 Details of any disciplinary or grievance procedures in which you have been involved, including any warnings issued to you and related correspondence.

2.12 Assessments of your performance, including VIP's and one to ones, training records, performance improvement plans and associated correspondence.

2.13 Information about medical or health conditions, including whether you have a disability for which the organisation needs to make reasonable adjustments.

2.14 Equal opportunities monitoring information, including information about your ethnic origin, sexual orientation, religion or belief and whether you have a disability as defined by the Equality Act 2010.

Sightsavers collects this information in a variety of ways. For example, data is collected through application forms; identity documents; from forms completed by you at the start of or during your employment (such as Personal Details forms); from correspondence with you; or through interviews, meetings or other assessments.

In some cases, the organisation collects personal data about you from third parties, such as references supplied by former employers, this is only collected with your knowledge and consent.

### **3.0 Purpose of Collecting Data**

Sightsavers needs to process data to enter into an employment contract or consultancy agreement with you and to meet its obligations under your contract/agreement. For example, the organisation needs to process your data to provide you with an employment contract, to pay you in accordance with your employment contract and to administer benefits such as pension scheme membership.

In some cases, the organisation needs to process data to ensure that it is complying with its legal obligations. For example, it is required to check an employee's entitlement to work in the country the employee is based in, to deduct tax, to comply with health and safety laws and to enable employees to take periods of leave to which they are entitled.

In other cases, the organisation has a legitimate interest in processing personal data before, during and after the end of the employment relationship. Processing employee data allows the organisation to:

3.1 Run recruitment and promotion processes.

- 3.2 Maintain accurate and up-to-date employment records and contact details (including details of who to contact in the event of an emergency), and records of employee contractual and statutory rights.
- 3.3 Operate and keep a record of disciplinary and grievance processes, to ensure acceptable conduct within the workplace.
- 3.4 Operate and keep a record of employee performance and related processes, to plan for career development, and for succession planning and workforce management purposes.
- 3.5 Operate and keep a record of absence and absence management procedures, to allow effective workforce management and ensure that employees are receiving the pay or other benefits to which they are entitled.
- 3.6 Obtain occupational health advice, to ensure that it complies with duties in relation to individuals with disabilities, meet its obligations under health and safety law, and ensure that employees are receiving the pay or other benefits to which they are entitled.
- 3.7 Operate and keep a record of other types of leave (including maternity, paternity, adoption, parental and shared parental leave), to allow effective workforce management, to ensure that the organisation complies with duties in relation to leave entitlement, and to ensure that employees are receiving the pay or other benefits to which they are entitled.
- 3.8 Ensure effective general HR and business administration, including salary benchmarking and the annual pay review.
- 3.9 Provide references on request for current or former employees.
- 3.10 Respond to and defend against legal claims.
- 3.11 Maintain and promote equality, diversity and inclusion in the workplace.

Where the organisation relies on legitimate interests as a reason for processing data, it has considered whether those interests are overridden by the rights and freedoms of employees or consultants and has concluded that they are not.

Similarly, where the organisation processes special categories of personal data, such as information about ethnic origin, sexual orientation, disability or religion or belief, this is done for the purposes of equal opportunities monitoring. Employees are entirely free to decide whether to provide such data and there are no consequences of failing to do so. Employees can withdraw consent to the organisation holding this data at any time by contacting [hr@sightsavers.org](mailto:hr@sightsavers.org).

#### **4.0 Access to Data**

Your information will be shared internally, including with members of the HR team, payroll, the organisation's Decision Support Manager and Head of Corporate

Services, your line manager, managers in the business area in which you work and IT staff if access to the data is necessary for performance of their roles.

Sightsavers shares your data with third parties to obtain pre-employment references from other employers when you join the organisation. The organisation also shares your data with third parties that process data on its behalf, in connection with payroll, the provision of benefits such as childcare vouchers and pensions and the provision of insurance and occupational health services. In addition, data is shared with our auditors to comply with the organisation's audit requirements.

## **5.0 Data Security**

Sightsavers takes the security of your data seriously. The organisation has internal policies and controls in place to ensure that your data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by its employees in the performance of their duties.

Where the organisation engages third parties to process personal data on its behalf, they do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

## **6.0 Data Retention**

The organisation will hold your data for the duration of your employment plus seven years after your leaving date. The data of unsuccessful job applicants will be retained for six months. After these periods have expired all data will be deleted/shredded.

## **7.0 Your Rights**

As a data subject, you have a number of rights. You can:

7.1 Access and obtain a copy of your data on request.

7.2 Require the organisation to change incorrect or incomplete data.

7.3 Require the organisation to delete or stop processing your data, for example where the data is no longer necessary for the purposes of processing.

7.4 Ask the organisation to stop processing data for a period if data is inaccurate or there is a dispute about whether or not your interests override the organisation's legitimate grounds for processing data.

If you would like to exercise any of these rights, please contact the HR Operations Team via [hr@sightsavers.org](mailto:hr@sightsavers.org).

## **8.0 Your Obligation to Provide Data**

You have some obligations under your employment contract to provide the organisation with data. In particular, you are required to report absences from work and may be required to provide information about disciplinary or other matters under the implied duty of good faith. You may also have to provide the organisation with data to exercise your statutory rights, such as in relation to statutory leave entitlements. Failing to provide the data may mean that you are unable to exercise your statutory rights.

Certain information, such as contact details, your right to work in the country in which you are based and payment details, must be provided to enable Sightsavers to enter a contract of employment with you. If you do not provide other information, this will hinder the organisation's ability to administer the rights and obligations arising as a result of the employment relationship efficiently.

### **9.0 Automated Decision Making and Artificial Intelligence (AI)**

Sightsavers does not use automated decision-making or AI when making employment decisions and your data is not shared with systems of this kind