

REQUEST FOR PROPOSALS

Production of Development Results Report UNDP Thematic Evaluation of Gender Equality and Women's Empowerment

Independent Evaluation Office



United Nations Development Programme

April, 2014

Section 1. Letter of Invitation

New York
3 April 2014

RE: Request for Proposals - Production of Development Results Report,
UNDP Thematic Evaluation of Gender Equality and Women's Empowerment

Dear Mr. /Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

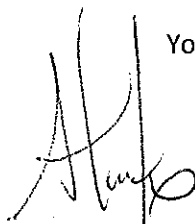
- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 9 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate email messages, should be submitted in accordance with Section 2 until April 23, 2014 5:00 PM

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Alan Fox
Officer in Charge,
Independent Evaluation Office

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms

- of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

The Offeror must include purely professional fees in the computation of contract price. This does not include travel, living allowances, taxes, etc. **Costs for the expected country visits outlined in Section 3: Terms of Reference will be covered by UNDP in a separate contract, agreed upon once the country visit schedule has been finalized. Costs for the travel to New York (Inception Workshop and Synthesis Workshop) will also be covered by UNDP in a separate contract.**

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall

be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal MUST BE COMPLETELY SEPARATE and each of them must be submitted individually in an electronic message sent to ieo.procurement@undp.org and clearly marked on the subject as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has arrived at the our Inbox indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in

mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least three (3) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

<p><u>Total Combined Score:</u></p> $\frac{(TP \text{ Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (FP \text{ Rating}) \times (\text{Weight of FP, e.g., 30\%})}{}$ <p>Total Combined and Final Rating of the Proposal</p>

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to

Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP Thematic Evaluation of Gender equality and women's empowerment: development result report component
2		Title of Services/Work:	Production of Development Results Report
3		Country / Region of Work Location:	Home-based with mission travel as required
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	N/A
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of ____% of contract ⁴ <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____ Form: _____

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

			<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate : April 3, 2014</i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	7 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNDP: Ximena Rios E-mail address dedicated for this purpose: ieo.procurement@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ http://procurement-notices.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : N/A Copies : N/A
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Independent Evaluation Office Email: ieo.procurement@undp.org
21	C.21 D.24	Deadline of Submission	Date and Time : April 23, 2014 5:00 PM

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

⁶ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁷
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <i>ieo.procurement@undp.org</i> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: <i>5 MBytes</i> <input type="checkbox"/> Max. No. of transmission : <i>[specify]</i> <input type="checkbox"/> No. of copies to be transmitted : <i>[specify]</i> <input checked="" type="checkbox"/> Mandatory subject of email : <i>RFP: Development Results Report - UNDP Thematic Gender Evaluation</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>Eastern Standard Time</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: April 24, 2014 10:00 AM Venue : Conference Room. 220 East 42nd. St. 20th Floor. New York. NY 10017
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above) <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and

⁷ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<p>other interests, or its equivalent if Bidder is not a corporation</p> <p><input type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input type="checkbox"/> Trade name registration papers, if applicable</p> <p><input type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</p> <p><input type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</p> <p><input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</p> <p><input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied</p> <p><input type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</p> <p><input type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[indicate number of years of reference]</i></p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past <i>5 years</i></p> <p><input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</p>
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27		Other documents that may be Submitted to Establish Eligibility	[N/A]
28	C.15	Structure of the Technical Proposal	In accordance with Section 6: Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	<i>May 15, 2014</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	10 Months (Approximately May 1, 2014 – February 1, 2015)
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors : n/a
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others <i>[click here to specify]</i> .

35		Other Information Related to the RFP ⁸	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>
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Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	40%	400
	Total		1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization/Consortium		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	90
1.3	Extent to which any work would be subcontracted and details of collaboration clearly articulated (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge (e.g. gender equality and women's empowerment within the four areas of focus – governance, poverty, crisis prevention and recovery, and environment and sustainable development) - Experience on Global and Thematic Evaluation - Regional and Country experience Work for UNDP/ major multilateral/ or bilateral programmes	120
		300

Technical Proposal Evaluation Form 2	Points Obtainable
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⁸ Where the information is available in the web, a URL for the information may simply be provided.

Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another – in terms of management arrangements and proposed timeline?	20
2.4	Is the proposal based on an informed understanding of the project environment?	40
2.5	Are the implementation arrangements adopted appropriate for the task?	45
2.6	Is the scope of task well defined and does it correspond to the TOR?	50
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	80
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		140
		Sub-Score	
	General Qualification	120	
	Suitability for the Project		
	- International Experience	25	
	- Professional Experience in the area of specialisation	65	
	- Knowledge of the region/s	30	
	- Language Qualifications	20	
		140	
3.2	Senior Experts		220
		Sub-Score	
	General Qualification	195	
	Suitability for the Project		
	- International Experience	25	
	- Professional Experience in the area of specialisation	140	
	- Knowledge of the region/s	30	
	- Language Qualifications	25	
		220	

3.3	Junior Experts (if applicable)			40
			Sub-Score	
	General Qualification		30	
	Suitability for the Project			
	- International Experience	5		
	- Training Experience	5		
	- Professional Experience in the area of specialisation	10		
	- Knowledge of the region/s	10		
	- Language Qualification		10	
			40	
	Total Part 3			400

Section 3: Terms of Reference (TOR)

UNDP THEMATIC EVALUATION OF GENDER EQUALITY AND WOMEN'S EMPOWERMENT

Production of Development Results Report

Note: This **Production of Development Results Report TOR** should be read in conjunction with the Annex I, which contains the TOR of the overall UNDP Thematic Evaluation of Gender Equality and Women's Empowerment. This RFP is to secure the services of a team of evaluation experts in gender and the four UNDP Thematic Focus Areas, namely democratic governance, poverty reduction & MDGs, crisis prevention & recovery, and environment and sustainable development. This team will work in close collaboration with a core team from the Independent Evaluation Office (IEO). The final product of this RFP will be the Development Results Report, which will feed into the UNDP Thematic Evaluation of Gender Equality and Women's Empowerment.

1. PROJECT DESCRIPTION

1.1 Introduction

In 2014, the Independent Evaluation Office (IEO) of the United Nations Development Programme (UNDP) will conduct a thematic evaluation of the contribution of UNDP to Gender Equality and Women's Empowerment (GEWE). The frames of reference for the evaluation will be the UNDP Strategic Plan (2008 – 2013) and the Gender Equality Strategy (2008 – 2013). As the second Evaluation Office exercise dedicated to the theme⁹, this evaluation will assess the overall performance of UNDP in mainstreaming gender and the organization's contribution to development results and institutional change in gender equality and women's empowerment. The mandate for this evaluation is found in decision 2010/15 of the UNDP Executive Board approving the Evaluation Plan for UNDP in June 2010 (DP/2010/19).

This Request for Proposals covers the contract commissioning a Development Results Team (the offeror) to support the IEO in the implementation of a discrete component of the GEWE thematic evaluation.

1.2 Background

Gender equality and the empowerment of women are recognized as integral to successful human development. They are major themes in the global commitments emerging from the world conferences of the 1990s and first decade of the 21st century, including the Fourth World Conference on Women and its follow-up, the Millennium Declaration and Millennium Development Goals and their reviews, Security Council Resolution 1325 and the UN World Summit of 2005.

⁹UNDP Evaluation of Gender Mainstreaming, 2006 (http://web.undp.org/evaluation/documents/eo_gendermainstreaming.pdf)

In line with these commitments, UNDP adopted gender mainstreaming in all of its activities and developed a [Gender Equality Strategy](#)¹⁰ (GES) for the period 2008-2013, which aimed to:

- a) Develop capacities, in-country and in-house, to integrate gender considerations into all programmes and practice areas;
- b) Provide gender-responsive policy advisory services that promote gender equality and women's empowerment in the four focus areas of the [Strategic Plan 2008-2011](#); and
- c) Support specific interventions that aimed to promote gender equality and women's empowerment and scale up successful models.

1.3 Evaluation Purpose

The purposes of the evaluation are to: provide substantive support to the Administrator's accountability function in reporting to the Executive Board; support UNDP accountability to stakeholders and partners; serve as a means of quality assurance for UNDP interventions; and contribute to learning at corporate, regional and country levels.

1.4 Evaluation Objectives

The primary objectives of the evaluation are to: (1) assess UNDP's contributions to gender equality and women's empowerment during the 2008-2013 period; (2) assess the extent to which the GES was used and successfully functioned as guidance to UNDP programming in the implementation of the Strategic Plan; and (3) provide actionable recommendations with respect to the implementation of the UNDP's new, approved Gender Equality Strategy (2014 – 2018).

1.5 Evaluation Scope

The scope of the evaluation is aligned with the 2008-2013 Strategic Plan's vision of mainstreaming gender throughout the four UNDP focus areas of poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy at the global, regional and country levels. It will cover two distinct but inter-linked results areas as framed in the GES namely, (1) development results and (2) institutional change and assess the extent to which the GES functioned as "an integrating dimension of UNDP's work"¹¹ in the implementation of the Strategic Plan¹².

More specifically the evaluation will cover:

(1) Assessment of UNDP development results: This component will assess UNDP's development contribution in light of the goals established during the period of the first GES in relation to the (a) strategic intents as expressed in the outcomes of the Strategic Plan as well as (b) the gender-responsive indicators presented in the GES.¹³ It will also assess the cross-cutting development issues set

¹⁰The Gender Equality Strategy, 2008-2013 (<http://www.undp.org/content/dam/aplaws/publication/en/publications/womens-empowerment/gender-equality-strategy-2008-2011/0601.pdf>) was developed largely in response to an independent evaluation conducted by IEO and published in 2005, entitled "Evaluation of Gender Mainstreaming in UNDP" which had concluded that UNDP had not effectively engendered its development programmes.

¹¹UNDP, Gender Equality Strategy 2008-2013, p.2.

¹²It should be noted that this is not an evaluation of the content of the GES as a stand-alone document. Instead it is an inquiry of the extent to which the GES was effective in guiding the institutional and development contributions UNDP made to gender equality and women's empowerment during the implementation of the 2008-2013 Strategic Plan.

¹³ For a full list of Strategic Plan outcomes and gender-responsive indicators as presented in the GES, see Annex IV.

out in the Strategic Plan and GES (i.e., national ownership, capacity development, South-South Cooperation, effective aid management, etc.) to see if and how these issues affected UNDPs contribution to development results. In addition, and where possible, the evaluation will assess UNDP's performance in different development contexts (i.e., in least developed countries, small island developing states, landlocked countries, middle-income countries, etc.).

(2) Assessment of institutional change: This component will assess how UNDP has used the GES to promote gender responsive and transformative change in UNDP at the technical, policy and cultural levels within the organization. It will also assess the accountability frameworks for gender equality, gender parity results, the community of practice and knowledge management frameworks and its communication and advocacy efforts. Attention will also be paid to the extent possible to progress on gender equality strategies spearheaded by Resident Coordinators and UN country teams.

1.6 Evaluation Questions and Criteria

The evaluation questions below will be assessed using the standard evaluation criteria of relevance, effectiveness, efficiency and sustainability:

1. To what extent has UNDP's work on GEWE contributed to UNDP's gender explicit development results¹⁴? Were there other factors/processes that contributed to UNDP's gender explicit development results?
2. Has UNDP taken the necessary steps to bring about significant change in GEWE?
3. How has UNDP contributed to development results being gender responsive¹⁵ and transformative¹⁶?
4. How successful has UNDP been in promoting gender responsive change at the policy, technical and cultural levels?

Some indicative questions follow:

Relevance

The evaluation will assess the overall relevance and effectiveness of UNDPs approach to GEWE, covering in broad terms, its entire programmatic and geographic scope. Relevance will be assessed from UNDP, country and regional perspectives.

1. How relevant has UNDP's work on GEWE been in contributing to UNDP's development results?
2. How relevant was UNDP's choice of gender interventions within the broad framework of gender and development strategies?

Effectiveness

3. How effective has UNDP been in contributing to UNDP's gender explicit development results?

¹⁴ Table 1 of the Gender Equality Strategy document presents the gender explicit outcomes derived from the Strategic Plan (in red) and supplements these with indicative GES outcome indicators for each of the four thematic goals. (Annex III)

¹⁵ Gender responsiveness implies consciously creating an environment that reflects an understanding of the realities of the lives of women or men within their social setting.

¹⁶ Making results gender transformative means considering not only symptoms of gender inequality but also how produce results that address the social norms, behaviors, and social systems that underlie them.

4. How effectively has UNDP contributed to development results being gender responsive and transformative?
5. How effectively has UNDP taken the necessary steps to bring about significant change in GEWE?
6. How effectively has UNDP been in promoting gender responsive change at the policy, technical and cultural levels, particularly within the organization?

Efficiency

Where appropriate, the evaluation will cover efficiency-related issues (e.g. cost-effectiveness and least-cost solutions), particularly in order to understand management arrangements and the operational realities of implementing the GES and its linkages with UNDP programme implementation mechanisms and modalities at the regional and country levels.

7. How efficiently has UNDP used its resources working on GEWE to contribute to UNDP's development results?
8. How efficiently has UNDP used its resources in terms of promoting gender responsive programming and fostering institutional change?

Sustainability

In looking at issues of effectiveness and relevance, it will be important to review the extent to which different elements of the GES contributed to the establishment of sustainable capacities of its target group.

9. How sustainable are UNDP's contributions of GEWE to development results?
10. How sustainable are the changes that have been fostered and results achieved?

Both components on development results and institutional change will also assess progress and results in terms of UNDP's contributions to UN system coordination. Attention will be given to the UNDP's role as funder and manager of the UN Resident Coordinator system and any implication of this role for UNDPs contribution to GEWE¹⁷.

The evaluation will consider the following factors that may have influenced UNDP's performance, within the context of the GES: (i) cultural and political environment; (ii) power relations; (iii) national context; (iv) conflict; (v) national ownership of initiatives and results; (vi) use of national capacities; (vii) Middle Income Country status; (viii) South- south and triangular cooperation; (viii) global agendas; and (ix) participation and voice in pursuit of equitable access to opportunities and gains. During the data collection process other factors will be identified.

2. INSTITUTIONAL MANAGEMENT ARRANGEMENTS

The Evaluation Team will be composed of a Core Team from the Independent Evaluation Office and a

¹⁷ UNDPs role in the United Nations Resident Coordinator System is addressed in the Gender Equality Strategy on page 14. For more information on the United Nations Resident Coordinator System, please visit: http://www.undg.org/content/resident_coordinator_system.

Development Results Team (offeror). The management arrangements are detailed below.

2.1 Core Team, Independent Evaluation Office (IEO)

The evaluation will be the responsibility of a core team at IEO consisting of 4 people: 2 IEO staff will function as Evaluation Manager (EM) and Associate Evaluation Manager (AEM). They will be supported by two short-term consultants - an Evaluation Methodologist consultant who will be responsible to guide and quality assure all the data collection and synthesis aspects of the evaluation, and a Research Consultant who will support the evaluation process, undertake discrete studies and provide knowledge management and communications support. The Core Team is responsible for the production of an 'Institutional Change Report' as well as the preparation of the final Evaluation Report.

2.2 Development Results Team (offeror)

The Core Team (IEO) will work in close collaboration with the **Development Results Team (offeror) which will provide thematic expertise in the areas of poverty, governance, crisis prevention, and environment assessment**. The Development Results Team will work closely with the Core Team, with specific guidance from the Evaluation Methodologist, to deliver the Development Results Report that will serve as the UNDP Focus Area input to the final report.

2.3 Advisory Panel

Two high-level development experts will serve as an external advisory panel at key points during the course of the evaluation. These experts are directly accountable to the Director, IEO and will provide quality assessment of the final report.

2.4 Technical Reference Group

A stakeholder group composed of representatives from each level of UNDP's gender architecture has been consulted during the pre-scoping and design phase of the evaluation. Members of this group and other external experts familiar with UN system gender issues will constitute a technical reference group to advise, facilitate access to sources of information, and comment on the the evaluation products for factual corrections and errors of interpretation or omission. Additionally, the UNDP Organizational Performance Group (OPG) will comment on the draft ToR and draft report, and receive the final report so that a UNDP management response can be prepared.

3. SCOPE OF SERVICES, DUTIES AND RESPONSIBILITIES

3.1 Scope of Services of the Development Results Team (offeror)

UNDP intends to outsource to a qualified, independent firm [or consortium of firms] (hereafter referred to as the Development Results Team), the implementation of the “**Assessment of UNDP Development Results**” component of the evaluation. The Development Results Team will be responsible for the delivery of the evaluation products outlined below.

The primary output of this contract is the production of a Development Results Report. This Report will be constituted of five (5) chapters: one (1) on each of the (4) four UNDP Focus Areas of poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy, and one (1) synthesis chapter on UNDPs Development Results. The Development Results Report will serve as the

thematic inputs for the final Evaluation Report.

Within each of the four (4) Focus Areas, the scope of work of the Development Results Team covers all data collection, analysis and synthesis that will meet UNDPs evaluation needs in the area of assessing Development Results. The Development Results Team will also be responsible, where appropriate, for data collection on Institutional results that will feed into a separate report on “Institutional Change”, which the IEO will be responsible for producing.

Theories of Change will be developed by the evaluation team (Core and Development Results teams) with consultation from stakeholders as appropriate at the start of the evaluation implementation process. The evaluation will use mixed methods and a variety of sampling procedures, including random and purposive sampling. The evaluation will seek to experiment with using more innovative methods (generally associated with ‘feminist evaluation’) on a selective basis. Triangulation of data, using multiple quantitative and qualitative sources, will be central, as well as participatory, standard, data collection methods and tools. It is critical to note that while the evaluation design is approaching ‘Development Results’ and ‘Institutional Change’ as two distinct lines of inquiry, there is significant overlap between the two components. The data collection and analysis plan will reflect this overlap.

3.2 Duties and Responsibilities of the Development Results Team (Offeror)

While most of the assignments will be home-based, it is envisaged that the Development Results Team will be required to attend meetings in New York at key points during the evaluation process **The Results Team (offeror) will also be expected to conduct country visits to twelve (12) countries (approximately three (3) country visits for each Focus Area). Costs for the expected field visits will be covered by UNDP in a separate contract to be agreed upon once the country visit schedule has been finalized. Costs for the travel to New York (Inception Workshop and Synthesis Workshop) will also be covered by UNDP in a separate contract.** (See Annex II for selection process and criteria for the country visit schedule.)

It should be noted that the evaluation design envisages the country visits as completing triangulation of evidence and helping to validate what has been reviewed, reported and evaluated already. The country visits will also provide an opportunity to explore specific topics as identified in the desk review phase, to help strengthen internal and external validity of findings. The evaluation will use an illustrative, purposive sampling approach and try to assess a broad range of global, regional and country level initiatives, looking at different practice areas, design and implementation modalities to check the theory of change principles and hypotheses. A final selection of countries to visit and possibly specific thematic case studies as appropriate for more in depth coverage of issues will be identified based on the Theory of Change models and preliminary analyses of the thematic portfolios.

3.3 Tasks

The overall TOR and work plan for the evaluation is found in the Annex I. Under the guidance and direct accountability to the IEO Evaluation Managers, the Development Results Team (offeror) will be responsible for the following tasks:

Inception phase:

Upon recruitment, the Development Results Team will be provided with a draft data collection and analysis plan prepared by the Evaluation Methodologist, together with a set of relevant reference documents. The Development Results Team will have 2 weeks to review the draft plan and the documentation and clarify any questions or concerns in consultation with the Core Team.

The Core Team and the Development Results Team will then attend a 5-day *Inception Workshop* in New York. The Development Results Team is expected to share a semi-final draft data collection and analysis plan with suggestions/amendments and changes, 2 days before the Inception Workshop for review by the Core Team. The data collection and analysis plan will be discussed and finalized during the Inception Workshop.

Tasks of the Development Results Team during this phase include:

- Work with the Core Team on assessing the draft data collection and analysis plan of the evaluation to ensure the evaluation design incorporates:
 - Suitable state of the art methods to assess contributions to gender equality and women's empowerment within each of the four Focus Areas (poverty, governance, crisis prevention & recovery, and environment & energy);
 - Clear and comprehensive data collection instruments that fit the needs of the evaluation. It should be noted that the data collection instruments to be used by the Development Results Team will also involve collection of some 'Institutional' data that will be identified by the core team. This data will be fed into the separate report on "Institutional Change" which is the responsibility of the Core Team.
- Assist the Core Team in the selection of appropriate data collection samples to ensure the evaluation design accounts for a balanced representation of UNDP work across regions, development contexts and the four Focus Areas;
- Participate in short, introductory webinar with Advisory Panel members, Technical Reference Group members and key stakeholders, as appropriate;
- Provide comments on the final data collection and analysis plan to be prepared by the Core Team Evaluation Methodologist upon completion of the Inception Workshop;
- Developing and testing data collection tools, including questionnaires, interview questions and focus group protocols.

Data collection phase:

- Undertake systematic data collection and processing in line with the agreed upon data collection and analysis plan, covering UNDP contributions to gender equality and women's empowerment within each of the four Focus Areas (poverty, governance, crisis prevention & recovery, and environment & energy);
- Where appropriate during country visits, undertake systematic data collection on "Institutional Change" results. A supplementary data collection protocol will be developed by the Core Team during the Inception Phase that the Development Results Team will use to gather necessary data to inform the Institutional Change assessment. All "Institutional Change" data collected by the Development Results Team will be given to the Core Team as raw data. The final design of the data collection and analysis plan may require some synthesis of this data by the Development

Results Team, specifically as it pertains to UNDPs contribution to development results. This is to be agreed upon during the Inception Workshop.

- Develop any databases needed for processing quantitative and qualitative data;
- Designing and facilitating workshops or meetings;

Analysis and 1st Draft phase:

- Produce and deliver four (4) draft chapters on Development Results across the four (4) Focus Areas (poverty, governance, crisis prevention & recovery, and environment & energy);
- Present the four (4) draft chapters on Development Results at a *Synthesis Workshop* to be held in New York;

Report Finalization phase:

- Integrate outcomes of the Synthesis Workshop into the four (4) draft chapters;
- Produce a final Development Results Report constituted of five (5) chapters: one (1) on each of the (4) four UNDP Focus Areas of poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy, and one (1) synthesis chapter on UNDPs Development Contributions.

Ongoing management:

- Ensure that the Evaluation Manager is regularly and fully informed of the progress of the evaluation, including any challenges encountered, possible causes of delays and issues for UNDP to resolve; these will be included in short bi-weekly status reports (1-2 pages); and
- Complete the agreed upon evaluation products on time and within budget.

3.4 Evaluation Products to Be Produced By the Development Results Team (Offeror):

The Development Results Team (offeror) will be responsible for the delivery of the following eight (8) evaluation products:

1. Semi-final *data collection and design plan for the Development Results assessment* (pre-Inception Workshop)
2. *PowerPoint Presentation* for the Introductory Webinar with key Advisory Panel members, Technical Reference Group members and key stakeholders
3. Finalized *data collection and design plan for Development Results assessment* (post-Inception Workshop)
4. Development Results Team *work plan and data collection tools* (post-Inception Workshop)
5. Compiled *raw data collected and analysis* produced (e.g. Development Results data and analysis and Institutional Change data collected, as agreed in the Inception Workshop)
6. *Four (4) draft chapters on Development Results* across the four (4) Focus Areas (poverty, governance, crisis prevention & recovery, and environment & energy)
7. *PowerPoint presentations* for the Synthesis Workshop to be held in New York
8. *Final Development Results Report* (constituted of five (5) chapters: one (1) on each of the (4) four UNDP Focus Areas of poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy, and one (1) synthesis chapter on UNDPs Development Contributions)

4. EVALUATION PROCESS AND TIMELINE

4.1 Duration of the Work

The Development Results Report must be completed in time for the overall evaluation to be submitted to the UNDP Executive Board in June, 2015. The overall evaluation will be conducted over the period January 2014 – March 2015. The Development Results Team (offeror) will be engaged in the process from April-January 2015 during which the IEO will act as task and contract manager.

We envisage that the Development Results team will be composed of four (4) experts, one of whom will act as team leader. Based on this team composition it is estimated that the total level of effort for the full Development Results Team will be approximately 300 days of work (a tentative breakdown of the level of effort is presented in the table below).

Evaluation Phase	Estimated Level of Effort (LoE) for Development Results Team (offeror)	
	<i>Est. person days</i>	<i>Total LoE for 4 person team</i>
Inception	12 days (7 home based + 5 in New York for Inception Workshop)	48 days (12x4 persons)
Data collection	50 days (35 home based +15 in-country for field visits)	200 days (50x4 persons)
Analysis +1 st Draft	10 days (home based)	40 days (10x4 persons)
Report Finalization	3 days (home based)	12 days (3x4 persons)
Estimated total :	75 days <u>per</u> team member	300 days

4.2 Location of the Work

The Development Results Team (offeror) will perform all services out of their own office/s. The Development Results Team will be asked to participate in field work, added costs of which will then be separately contracted through the IEO (e.g. travel, daily allowance). (See Annex II for the selection process and criteria for the Country Visits).

Furthermore, key members as relevant of the successful Development Results Team are expected to participate in a series of meetings and presentations as follows:

- Periodic teleconferences with the Core Team.
- Inception Workshop and finalization of the Data Collection and Analysis plan (New York, May 2014)
- Synthesis Workshop (New York, September 2014)

4.3 Timeline of the Work

The evaluation will be conducted in the following stages:

<i>Tentative Timeline</i>	<i>Stages</i>	<i>Responsible Team</i>	
		<i>Development Results</i>	<i>Core</i>
Apr-May 2014	Recruitment of the Development Results Team		x
May 2014	Review Key Documentation (provided via an on-line repository by the Core Team)	x	x
May 2014	Inception & Design Data Collection and Analysis Plan (attend Inception Workshop in NY)	x	x
May-July 2014	Desk Review	x	x
June-July 2014	Further Interviews	x	x
June-July 2014	Country Visits	x	x
Aug-Sept 2014	Analysis & Produce Draft Development Results Chapters	x	
Sept 2014	Synthesis Workshop (New York)	x	x
Sept-Oct 2014	Report Writing		x

5. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

The Assessment of Development Results component of the evaluation will be undertaken by an international consultancy company or consortium. The Development Results Team (offeror) will be comprised of international and regional evaluation consultants with backgrounds on the four thematic areas and a strong expertise in GEWE. **It is imperative that all members of the Development Results Team have specific expertise in gender evaluation.** The time period for the data collection and analysis is fairly limited therefore the Development Results Team (offeror) must be equipped to undertake multiple tasks simultaneously.

Proposals will identify the composition of the Offeror's team, and the team members' relevant competencies, roles and responsibilities. Details of the principal team members to be engaged in the data collection, analysis and synthesis, covering each of the four (4) Focus Areas, should be provided in the proposal. Regardless of the structure proposed, it will be the responsibility of the Team Leader to coordinate the efforts of the rest of the team, and to submit required reports.

The Team Leader should be a well-recognized international expert on evaluation focused on gender and development, with extensive experience leading evaluations. All senior team members should likewise have strong evaluation experience in the subject area, with proven capacity to carry out the expected qualitative and quantitative analysis. Experience with the UN system, national programmes, INGOs and IGOs is required. It is expected that the team will be diverse in terms of geographical and gender representation.

The offeror must be able to show that they have the background and expertise to collect and analyze data on gender equality and women's empowerment, and that they possess in-depth knowledge of the four (4) Focus Areas.

Team members' CVs should be annexed to the Proposal. Offerors should consider the following when preparing the proposals:

- **Offerors are encouraged to form a consortium of consulting firms if deemed necessary in order** to deliver high quality evaluations in diverse regions that encompass different languages, government systems and development contexts.
- **A proposal submitted by a consortium of firms must clearly delineate and describe the relative roles and responsibilities of the members of the consortium.** One firm/consultant must take the lead coordination and management role, overall responsibility for fulfilment of the contract as well as communications and liaison with UNDP.
- **Proposals should demonstrate a team of evaluation experts each with evidence of expertise in gender and at least one of the Focus Areas (poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy).**
- Offerors should explicitly describe **who will act as team leader to work as primary interface with the core team.**
- **Should there be a need to subcontract to other entities/companies/ individual, details of sourcing arrangements for these evaluation team members is required.** Offerors will be responsible for determining the competencies and resources required for these evaluation team members based on the scope of the evaluation, technical knowledge requirements, and the evaluation methodologies to be employed.
- **All team members not included in the Offeror's original proposal will be subject to approval by UNDP's Evaluation Advisor.**
- **There is a preference in the evaluation criteria for selection of a firm [or consortium] with strong local and regional sourcing arrangements for evaluation teams,** in the interests of building national and regional evaluation capacity.
- **Offerors will make a concerted effort to achieve gender diversity** within the evaluation team.
- **Team members must not have worked previously on the UNDP programmes to be evaluated, except in an evaluation capacity,** in order to ensure objectivity and independence in the conduct of evaluations.
- **All team members sourced shall have strong evaluation experience,** and familiarity with using a range of evaluation methodologies, including use and analysis of qualitative data.

6. SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

The contract price for this work is a fixed output-based price regardless of extension of the herein specified duration of engagement. The Offeror must include purely **professional fees** in the computation of contract price. This does not include travel, living allowances, taxes, etc. **Costs for the expected country visits outlined above in the *Duties and Responsibilities of the Development Results Team* section will be covered by UNDP in a separate contract, agreed upon once the country visit schedule**

has been finalized. Costs for the travel to New York (Inception Workshop and Synthesis Workshop) will also be covered by UNDP in a separate contract. Payments will be made upon completion of key outputs and milestone activities in accordance with the following pay schedule:

Key Output/Milestone	% of contract Price Paid upon Completion	Supporting Documentation Required <i>Upon final clearance by the EM</i>
Data Collection and Analysis Design	20%	1. Semi-final data collection and design plan for the Development Results assessment (pre- Inception Workshop) 2. PowerPoint Presentation for Introductory Webinar with key Advisory Panel members, Technical Reference Group members and key stakeholders 3. Finalized data collection and design plan for Development Results (post-Inception Workshop) 4. Development Results Team work plan and data collection tools
Completion of data collection	30%	5. Compiled raw data and analysis (Development Results data and analysis and Institutional Results data, as agreed)
Complete draft of four (4) Development Results Chapters	30%	6. Four (4) draft chapters (governance, poverty, crisis prevention & recovery, and environment & energy) 7. PowerPoint presentations for Synthesis Workshop
Final Development Results Report	20%	8. Final Development Results Report

7. RECOMMENDED PRESENTATION OF PROPOSAL

The offeror is requested to develop and submit their proposal via email or currier, in English. Proposals submitted via email must be in .pdf format. Proposals should be no more than 25 pages in length, plus attachments. The proposal should include a schedule of completion for the tasks outlined in section 3.3. Proposals must be submitted using the Technical Proposal Form in Section 6. Proposals submitted not using this format may be disqualified.

8. CRITERIA FOR SELECTING THE BEST OFFER

Proposals will be evaluated as follows:

- The selection committee will comprise at least 3 advisors and specialists, with gender equality and evaluation experience, from UNDP and possibly other UN agencies.
- The proposal must be responsive and compliant as per the requirements of the TOR, and
- The proposal will be assessed on two aspects: technical and financial. The technical proposal will be weighted as shown in the table below. Proposals that do not reach 70% of the maximum technical score shall be rejected and not considered. The total technical score will be weighted to account for 70% of the total score, and the financial proposal the remaining 30%.

Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
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1.	Expertise of Firm / Organization	30%	300
2.	Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	40%	400
	Total		1000

9. ANNEXES TO THE TOR

The following relevant background documents will be attached to the RFP for consideration by the Offeror:

Annex I: UNDP Thematic Gender Evaluation DRAFT Terms of Reference

Annex II: Criteria and Process to Select Countries to be visited for the Gender Thematic Evaluation

Annex III: Strategic Plan outcomes and Guidance for Integrating Gender Equality Results in UNDP's Strategic Plan: 2008-2011 as presented in the Gender Equality Strategy 2008-2011.

Annex IV: UNDP expenditure data for 2008-2013

Annex V: Gender Marker Overview and Data by Focus Area

Section 4: Proposal Submission Form¹⁸

[insert: Location]

[insert: Date]

To: United Nations Development Programme
Independent Evaluation Office
c/o Ximena Rios
Email: ieo.procurement@undp.org

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no

¹⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form¹⁹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

¹⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)²⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

²⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT Production of Development Results Report UNDP Thematic Evaluation of Gender Equality and Women's Empowerment

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm / Consortium:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION / CONSORTIUM							
<p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm / consortium submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding experience within the last five (5) years which are related or relevant to those required for this Contract. Please highlight any experience with undertaking gender focused evaluations and using participatory and/or feminist evaluation methods.</p>							
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Gender focus / Feminist methods used	Status or Date Completed	References Contact Details (Name, Phone, Email)

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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1 Project Overview: The Proposer shall submit a brief (1page max) overview of their understanding of the context, design and approach being proposed in this RFP to undertake the UNDP Thematic Evaluation of Gender Equality and Women's Empowerment. This should also cover the proposer's understanding of the points of collaboration between the Core Team (IEO) and the Development Results Team (offeror), and each team's respective responsibilities.

2.2 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.3. Technical Quality Assurance Review Mechanisms: The Technical Proposal should include details of the Proposer's internal technical and quality assurance review mechanisms.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This *spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight regional and country experience and experience on similar projects. Particularly, highlight past gender evaluations and familiarity with participatory and/or feminist evaluation methods.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form²¹

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Semi-final data collection and design plan for the Development Results assessment (pre-Inception Workshop)	20%	
2	Participation in Introductory Webinar with key Advisory Panel members, Technical Reference Group members and key stakeholders		
3	Finalized data collection and design plan for Development Results (post-Inception Workshop)		
4	Development Results Team work plan and data collection tools		

²¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

5	Compiled raw data and analysis (Development Results data and analysis and Institutional Results Data, as agreed)	30%	
6	Four (4) draft chapters (governance, poverty, crisis prevention & recovery, and environment & energy)	30%	
7	PowerPoint Files from Synthesis Workshop		
8	Final Development Results Report	20%	
	Total	100%	USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs	n/a ²²			n/a
2. Daily Allowance	n/a			n/a
3. Communications				

²² Travel costs, including Daily Allowances in accordance with established United Nations rates, will be covered by UNDP in a separate contract.

4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 9: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
------	----------------	-------------	-------------------

....
------	-------	-------	-------

.....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../../....
.....	../../....
Final report	../../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../../....
...../../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- ### **4. Special conditions**
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.

Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 Any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or

disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the

Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-

contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

ANNEX I: DRAFT TERMS OF REFERENCE

THEMATIC EVALUATION OF UNDP'S CONTRIBUTION TO GENDER EQUALITY AND WOMEN'S EMPOWERMENT (2008-2013)

INTRODUCTION

In 2014, the Independent Evaluation Office (IEO) of the United Nations Development Programme (UNDP) will conduct a thematic evaluation of the contribution of UNDP to Gender Equality and Women's Empowerment (GEWE). The frames of reference for the evaluation will be the UNDP Strategic Plan (2008 – 2013) and the Gender Equality Strategy (2008 – 2013). As the second Evaluation Office exercise dedicated to the theme, this evaluation will assess the overall performance of UNDP in mainstreaming gender and the organization's contribution to development and institutional change in gender equality and women's empowerment. The mandate for this evaluation is found in decision 2010/15 of the UNDP Executive Board approving the Evaluation Plan for UNDP in June 2010 (DP/2010/19).

BACKGROUND

Gender equality and the empowerment of women are recognized as integral to successful human development. They are major themes in the global commitments emerging from the world conferences of the 1990s and first decade of the 21st century, including the Fourth World Conference on Women and its follow-up, the Millennium Declaration and Millennium Development Goals and their reviews, Security Council Resolution 1325 and the UN World Summit of 2005.

In line with these commitments, UNDP adopted gender mainstreaming in all its activities across the board and developed a Gender Equality Strategy¹ (GES) for the period 2008-2013, which aimed to:

- a) Develop capacities, in-country and in-house, to integrate gender concerns into all programmes and practice areas;
- b) Provide gender-responsive policy advisory services that promote gender equality and women's empowerment in the four focus areas of the Strategic Plan; *and*
- c) Support specific interventions that benefit women and scale up innovative models.

PURPOSE

The purposes of the evaluation are to: provide substantive support to the Administrator's accountability function in reporting to the Executive Board; support UNDP accountability to stakeholders and partners; serve as a means of quality assurance for UNDP interventions; and contribute to learning at corporate, regional and country levels.

¹ The Gender Equality Strategy was developed largely in response to an independent evaluation conducted by IEO and published in 2005, entitled "Evaluation of Gender Mainstreaming in UNDP" which had concluded that UNDP had not effectively engendered its development programmes.

OBJECTIVES

The primary objectives of the evaluation are to assess UNDP's contributions to gender equality and women's empowerment during the period 2008-2013; assess the extent to which the GES was used and successfully functioned as guidance to UNDP programming in the implementation of the Strategic Plan; and provide actionable recommendations with respect to UNDP's new Gender Equality Strategy (2014 – 2018), considering lessons learned and findings from the previous strategy and changes already made to the new one.

SCOPE

The scope of the evaluation is aligned with the 2008-2013 Strategic Plan's vision of mainstreaming gender throughout the four UNDP focus areas of poverty reduction, democratic governance, crisis prevention & recovery, and environment & energy at the global, regional and country levels. It will cover two distinct but inter-linked results areas as framed in the GES namely: (1) development results and (2) institutional results. Specifically, the evaluation will assess the extent to which the GES functioned as “an integrating dimension of UNDP's work”² in the implementation of the Strategic Plan³.

More specifically the evaluation is being scoped to cover:

(1) Assessment of UNDP development results: This component will assess UNDP's development contribution against the goals established during the period of the first GES in relation to the (a) strategic intents as expressed in the outcomes of the Strategic Plan as well as (b) the gender-responsive indicators presented in the GES. It will also assess the cross-cutting development issues set out in the Strategic Plan and GES (i.e., national ownership, capacity development, South-South Cooperation, effective aid management, etc.) to see if and how these issues affected performance. In addition, and where possible, the evaluation will assess UNDP's performance in different development contexts (ie LDCs, small island developing states, landlocked countries and middle-income countries).

(2) Assessment of institutional change: This component will assess how UNDP has used the GES to promote gender responsive change in UNDP at the technical, policy and cultural levels within the organization. It will also assess the accountability frameworks for gender equality, gender parity results, the community of practice and knowledge management frameworks and its communication and advocacy efforts. Attention will also be paid to the extent possible to progress on gender equality strategies spearheaded by Resident Coordinators and UN country teams.

EVALUATION QUESTIONS AND CRITERIA

The evaluation questions below will be assessed using the standard evaluation criteria of relevance, effectiveness, efficiency and sustainability:

² UNDP, Gender Equality Strategy 2008-2013, p.2.

³It should be noted that this is not an evaluation of the content of the GES as a stand-alone document. Instead it is an inquiry of the extent to which the GES was effective in guiding the institutional and development contributions UNDP made to gender equality and women's empowerment during the implementation of the 2008-2013 Strategic Plan.

1. To what extent has UNDP's work on GEWE contributed to UNDP's gender explicit development results⁴? Were there other factors/processes that contributed to UNDP's gender explicit development results?
2. Has UNDP taken the necessary steps to bring about significant change in GEWE?
3. How has UNDP contributed to development results being gender responsive⁵ and transformative⁶?
4. How successful has UNDP been in promoting gender responsive change at the policy, technical and cultural levels?

The evaluation criteria that will be used include: relevance, effectiveness, efficiency and sustainability. Some indicative questions follow:

Relevance

The evaluation will assess the overall relevance and effectiveness of UNDP's approach to GEWE, covering in broad terms, its entire programmatic and geographic scope. Relevance will be assessed from UNDP, country and regional perspectives.

1. How relevant has UNDP's work on GEWE been in contributing to UNDP's development results?
2. How relevant was UNDP's choice of gender interventions within the broad framework of the gender and development literature?

Effectiveness

3. How effective has UNDP been in contributing to UNDP's gender explicit development results?
4. How effectively has UNDP contributed to development results being gender responsive and transformative?
5. How effectively has UNDP taken the necessary steps to bring about significant change in GEWE?
6. How effectively has it been in promoting gender responsive change at the policy, technical and cultural levels, particularly within the organization?

Efficiency

Where appropriate, the evaluation will cover efficiency-related issues (e.g. cost-effectiveness and least cost-solutions), particularly in order to understand management arrangements and the operational realities of implementing the GES and its linkages with UNDP programme implementation mechanisms and modalities at the regional and country levels.

7. How efficiently has UNDP used its resources working on GEWE to contribute to UNDP's development results?
8. How efficiently has UNDP used its resources in terms of promoting gender responsive programming and fostering institutional change?

⁴ Table 1 of the GES document presents the gender explicit outcomes derived from the Strategic Plan (in red) and supplements these with indicative GES outcome indicators for each of the four thematic goals.

⁵ Gender responsiveness implies consciously creating an environment that reflects an understanding of the realities of the lives of women or men within their social setting.

⁶ Making results gender transformative means considering not only symptoms of gender inequality but also producing results that address the social norms, behaviors, and social systems that underlie them.

Sustainability

In looking at issues of effectiveness and relevance, it will be important to review the extent to which different elements of the GES contributed to the establishment of sustainable capacities of its target group.

9. How sustainable are UNDP's contributions of GEWE to development results?
10. How sustainable are the changes that have been fostered and results achieved?

Both components on development results and institutional change will also assess progress and results in terms of UNDP's contributions to UN system coordination given the “special responsibilities” of UNDP as funder and manager of the UN Resident Coordinator system (GES, p. 14).

The evaluation will consider the following factors that may have influenced UNDP's performance, within the context of the GES: (i) cultural and political environment; (ii) power relations; (iii) national context; (iv) conflict; (v) national ownership of initiatives and results; (vi) use of national capacities; (vii) Middle Income Country status; (viii) South- south and triangular cooperation; (ix) global agendas; and (ix) participation and voice in pursuit of equitable access to opportunities and gains. During the data collection process other factors will be identified.

MANAGEMENT ARRANGEMENTS

1. Core Team, IEO Evaluation Office

The evaluation will be the responsibility of a core team consisting of 4 people: 2 IEO staff will function as Evaluation Manager (EM) and Associate Evaluation Manager (AEM). Aside from managing the overall evaluation, the EM and AEM will be responsible for assessing the institutional results component of the thematic evaluation. They will be supported by two short-term consultants: first an Evaluation Methodologist to guide and quality assure the data collection and synthesis aspects of the evaluation exercise. Second, a research consultant who will support the evaluation process, and produce synthesis reports (1) benchmarking gender mainstreaming efforts in other UN and non-UN organizations (2) results from key IEO thematic evaluation reports and Assessments of Development Results in UNDP. In addition, this consultant will also provide knowledge management and communications support for the overall evaluation.

2. Development Results Team

The Core Team will work with the Development Results Team (contracted through an independent firm [or consortium of firms]) who will have specific expertise in gender evaluation and provide thematic expertise as well in the areas of poverty, governance, crisis prevention, and environment assessment. The Development Results Team will work closely with the Core Team, with specific guidance from the Methodologist, to deliver a Development Results Report that will be the Focus Area input to the final evaluation report. The EM and AEM will be responsible for preparing the final evaluation report. (See Annex I for the Development Results Team Terms of Reference)

3. External Advisory Panel

Two high-level development experts will serve as an external advisory panel at key points during the course of the evaluation. These experts are directly accountable to the Director of IEO and will provide

quality assessment of the final report.

4. Technical Reference Group

A reference group composed of representatives from Office of human resources (OHR, Executive Office of the Operations support Group (OSG) and regional representatives from each level of UNDP's gender architecture has been consulted during the pre-scoping and design phase of the evaluation. Members of this group and other external experts familiar with UN system gender issues will constitute a technical reference group to advise, facilitate access to sources of information, and comment on the evaluation products for factual corrections and errors of interpretation or omission.

Additionally, the draft TOR and draft report will be made available to the UNDP Organizational Performance Group (OPG) to review and provide comments. OPG will also receive the final report so a management response can be prepared.

EVALUATION APPROACH AND METHODOLOGY

The evaluation will be a transparent, participatory process involving development stakeholders at the corporate, regional and country levels. It will be carried out within the framework of the [UNDP Evaluation Policy](#) and the [United Nations Evaluation Group Norms and Standards](#).

The evaluation will seek to obtain data from a range of sources, including document analysis, surveys, as well as stakeholder consultations through semi-structured interviews and focus groups at UNDP headquarters and in a range of programme countries, Regional Service Centers (RSC) and other relevant institutions or locations. The rationale for using a range of data sources (data, perceptions and evidence) is to triangulate findings in a situation where much of the data, due to the very nature of GEWE, is qualitative and thus interpretation is critically dependent on evaluator judgment.

Where possible and appropriate, the evaluation should seek to obtain counterfactual evidence as to what may or may not have occurred in the absence of the GES. Some of UNDPs programmes or modalities may not, due to the very design of the GES, have benefited from its application. Such programmes or modalities may thus serve to provide insights into the relative value added of the GES.

A detailed evaluation design will be developed during the inception phase of the evaluation. The evaluation design will include an evaluation matrix to link the evaluation criteria and questions with data collection methods and sources of data and verification of evidences.

Theory of Change (TOC)

In launching the evaluation, an important initial exercise will be to develop a Theory of Change for UNDPs planned contribution to GEWE during the time frame under evaluation (2008-2013), taking into account: i) Strategic Plan results; (ii) expected outcomes of GES; (iii) any strategic or operational changes introduced during the implementation process; and (iv) key milestones and achievements, as outlined in progress reports. The Theory of Change will serve to highlight the logic underpinning UNDP's approach to GEWE, its assumptions and risks. The exercise of developing a TOC should also help the evaluation team identify, at an early stage, any challenges or bottlenecks that may affect *evaluability*.

Data Collection

After the theories of change have been validated with key stakeholders, the data collection approach will comprise:

- 1. Stakeholder analysis.** An important initial exercise will be the conduct of a stakeholder analysis in order to identify, *inter alia*, the institutional entities and individuals within UNDP involved in planning, management and implementation of UNDP GEWE activities; the primary target groups of different UNDP GEWE initiatives; and different partners and beneficiaries.
- 2. Documentation reviews.** Due to the wide scope of UNDPs GEWE activities, a very large number of documents and reports (published and unpublished) will be collected. Some may be the subject of only a general review, while others will be subjected to detailed review. Some of the key sources of information will comprise: (i) global and regional programme documents and results frameworks, project documents, monitoring and financial reports, evaluations, as well as key project outputs; (ii) Thematic Trust Fund and related documentation (as above); and (iii) strategic partnership documentation.
- 3. Country/regional visits.** The evaluation team will use country visits to complete triangulation of evidences, validate what has been found in other sources of information, (e.g. reports and evaluations) and explore some other topics as identified in the inception phase to strengthen internal and external validity of findings (See Annex II for the country visit selection process and criteria). Detailed background papers may be prepared by local consultants, contracted by IEO through Country Offices for use by the evaluation team. The broad scope of the evaluation will not permit the selection of a methodologically appropriate number of country visits or case studies that could be considered a representative sample of UNDP initiatives for generalized judgments. Therefore, the evaluation will use an illustrative purposive sampling approach and try to assess a broad range of global, regional and country level initiatives, looking at different practice areas, design and implementation modalities to check the theory of change principles and hypothesis. A set of parameters will be developed based on the Theory of Change models and preliminary analysis of the thematic portfolios to select countries to visit and eventually specific thematic case studies as appropriate for more in depth coverage of particular issues (i.e., representation of women in elections, GBV approaches, Gender Equality Seal Initiative, etc.).
- 4. Consultations.** Structured, semi-structured and unstructured interviews and consultations will be conducted. The results of these consultations and interviews are to be documented for internal team analysis. Structured interview methods are also to be used for other consultations. In some cases, focus-group discussions may be held to capture the dynamic of information sharing and debate and to increase validity of findings. Where possible, the evaluation team will consider conducting interviews by telephone or skype/tele/video conference to cover as many country examples as possible and evidences as needed.

The Evaluation Team will select countries and stakeholders to be visited based on criteria to be developed in consultation with the Independent Evaluation Office and key UNDP stakeholders (see Annex V). Surveys of project managers, policy advisers, selected practice focal points, Resident Coordinators/Country Directors and national counterparts may also be carried out. Additional

consultation will also be considered early in the evaluation process to identify perceptions of UNDP staff and help point in the direction of credible and factual sources of information.

TIMEFRAME AND EVALUATION PROCESS

The evaluation process will be conducted in the following phases:

- (1) Pre-scoping and launch of the evaluation
- (2) Preparation Phase – Framing the Assessment
- (3) Inception Phase
- (4) Data Collection Phase
- (5) Analysis Phase
- (6) Synthesis , Report Writing and Review
- (7) Production, Presentation and Follow-up

Timeframe for the evaluation process		
Activity	Responsible	Proposed timeframe
Pre-scoping and Launch Phase		Dec 2013
Preparation and Inception Phases		Jan – Mar 2014
TOR Developed and reviewed by Advisory Panel and OPG, and approval by the IEO	EM / EAM	February
Recruitment of evaluation team members	EM AEM + Core team	April/May
Preliminary review of available data and context analysis	Core team and Results team	May/June
Inception Workshop & Design of Data Collection and Analysis Plan	Core team and Results team	June
Data collection and Analysis Phases		Apr-Sep 2014
Data collection, (including country/regional visits)	Core team and Results team	July/August
Synthesis workshop and draft evaluation chapters on Development Results and Institutional	Core team and Results team	August-September
Synthesis, Report Writing and Review Phase		Oct 2014- February 2015
First draft – clearance by IEO	EM and AEM	October- November
Semi-final draft - review by OPG, AP and TRG	EM	December
Stakeholder Workshop - Final draft presented	EM	January
Executive Board Paper and Informals	IEO, Management, TRG	February 2015
Production, Presentation and Follow-up Phase		March-Jun 2015
Final report editing and formatting	IEO	March
Management response	UNDP Management	April
Issuance of the final report and Evaluation Brief		May
Evaluation presented to the UNDP Executive Board Dissemination of the final report	IEO	June

ANNEX II: CRITERIA AND PROCESS TO SELECT COUNTRIES TO BE VISITED FOR THE GENDER THEMATIC EVALUATION

1. OVERVIEW

While most of the assignments will be home-based, it is envisaged that the Development Results Team will be required to conduct field visits to twelve (12) countries (approximately three (3) country visits for each Focus Area).

It should be noted that the evaluation design envisages the country and regional visits not as in-depth case studies but as an important data verification exercise which will contribute to triangulation of evidence and help to validate what has been previously reviewed, reported and evaluated in depth during the Inception phase, through different sources of data (e.g. evaluations, monitoring reports, surveys...). In addition, the country and regional visits will provide an opportunity to explore specific topics (i.e., a review of the Gender Seal¹⁶ process countries, review of the experience of women's parliamentary caucuses, women in elections, women in conflict settings, etc.) as identified in the Inception phase, to help strengthen internal and external validity of findings. The evaluation will use a purposive sampling approach and try to assess a broad range of global, regional and country level initiatives, looking at different practice areas, design and implementation modalities to check the theory of change developed and related hypotheses.

Based on a preliminary desk review, the Core Evaluation Team (IEO) has established the parameters below for country visit selection. A minimum of twelve countries will be selected for visits that meet the following criteria:

2. SELECTION CRITERIA

Regional Coverage: At least 2 Country Visits per Region (*i.e. Africa, Arab States, Asia and the Pacific, Europe and Central Asia, Latin America and the Caribbean*)

Thematic Coverage: Approximately 3 Country Visits per Focus Area, with no less than 2 per Focus Area (*i.e. Democratic Governance, Poverty Reduction and MDG Achievement, Crisis Prevention and Recovery, Environment and Sustainable Development*)

Development Contexts: A balanced representation of development contexts (*e.g. Special Development Situations, Least Developed Countries, Low Income Countries, Lower Middle Income Countries, Upper Middle Income Countries, Net Contributor Countries*)

Gender Equality Context: Gender Inequality Rankings will be taken into consideration

Programme Coverage: A purposeful representation based on the following criteria:

- Outliers from the Gender Marker rating system in each Focus Area of programme expenditures rated GEN2 and GEN3 (See table 1 for an explanation of the Gender Markerrating system)
- Countries with top percentage of programme expenditures rated in the Gender Marker system as GEN0
- Representation from Gender Sealpilot countries
- Countries most cited in Annual Reports (2008-2013) to the Executive Board on the Implementation of the Gender Equality Strategy
- 2014 ADR countries (e.g. Armenia, Malaysia, Tanzania, Uruguay, Somalia, Zimbabwe)¹⁷

¹⁶The UNDP Gender Equality Seal is a corporate certification process that recognizes good performance of UNDP Country Offices, Regional Service Centers and Headquarters in delivering gender equality results.

¹⁷The IEO will be conducting six (6) Assessment of Development Results (ADR) in 2014. The Methods consultant will work with the AEM to devise a core set of questions and data (by end March 2014) to be gathered by the Evaluation Managers of each ADR and this data for the Gender Thematic Evaluation will be collected in the ADR countries visited by IEO staff/consultants.

- Countries identified as learning opportunities (positive and negative)

3. SELECTION PROCESS

The identification of the country visits will be purposeful and conducted according to a multi-step process:

- 1) Analyse Gender Marker data from 2010-2013, Annual Reports from 2008-2013 to the Executive Board on the Implementation of the Gender Equality Strategy and data from IEO meta-evaluation of 30 ADRs in relation to gender equality and women's empowerment.
- 2) Consultation (possibly through the use of concept mapping) with Bureau for Development Programming, Regional Bureaux focal points and gender specialists at the regional and country office level, on a preliminary mapping of countries
- 3) List of countries to visit finalized during the 5-day Inception Workshop

TABLE 1: UNDP GENDER MARKER

Background

In 2005, UNDP commissioned a review of the organization's financial system, ATLAS, in order to identify possibilities for enhancing reporting on expenditures expected to contribute to gender equality. The review concluded that *the existing approach was not reflecting the full extent of UNDP's expenditure on gender equality*.

In 2007, as a response to the UNDP Executive Board's request, UNDP configured ATLAS to better track financial allocations and expenditures for gender mainstreaming and women's empowerment. *In 2009, after two years of piloting in 17 countries, the Gender Marker was rolled out to all UNDP country offices.* The methodology is based on the OECD/DAC Gender Marker.

What is the gender marker approach?

The approach aims to score the contribution of investments and expenditures in respect of both gender mainstreaming and targeted interventions on women's empowerment.

- The scoring is done at the output level (project ID level in Atlas). Every single output of each office must be rated on gender equality against a four-point scale that ranges from 0 (no gender impact) to 3 (gender equality as the main objective).
- The rating is based on the nature of the output, not on the amount of resources allocated to it.
- A special *gender attribute* has been added to the ATLAS system to record this rating.

What do Gender Marker scores mean?

As noted above, each output must be allocated a gender score of 0, 1, 2 or 3, as such:

Score	Meaning
3	Outputs that have gender equality as the main objective
2	Outputs that have gender equality as a significant objective
1	Outputs that will contribute in some way to gender equality, but not significantly
0	Outputs that are not expected to contribute noticeably to gender equality

What does the Gender Marker in the ATLAS tell us?

The Gender Marker enables us to:

- Track the trend and pattern of *resource allocation* and *financial expenditures* in each programme/project and how it contributes to the achievement of gender equality results across all UNDP focus areas, country office and regions as identified in the UNDP Strategic Plan.
- Improve our gender responsive planning, budgeting and policy decision making to ensure that those who need UNDP's support will be benefit from resource allocation.

Table 1: Preliminary First Cut Of Possible Country Visit Sites By Focus Area:

REGIONS: **AFRICA** | **ASIA PACIFIC**
 | **ARAB STATES** | **LATIN AMERICA**
 & **THE CARRIBEAN** **EUROPE & THE**
COMMONWEALTH

Focus Area	Programmes with top % of GEN2 & GEN3 Exp.		Programmes reported $\geq 2x$ to Executive Board	
DEMOCRATIC GOVERNANCE	Burundi (Côte d'Ivoire Democratic Republic of Congo Malawi Nigeria Sao Tome and Principe Senegal Swaziland India	Mongolia Pakistan Philippines Samoa Timor-Leste Guyana Kyrgyzstan Turkey Turkmenistan Sudan, Republic of the	South Africa Afghanistan Cambodia Nepal Kyrgyzstan Bosnia and Herzegovina Georgia Serbia	
Poverty Reduction & MDG Achievement	Cape Verde Central African Republic Côte d'Ivoire Eritrea Afghanistan Bangladesh India Myanmar Nepal Papua New Guinea	Samoa Thailand Barbados Guatemala Lithuania Macedonia Russian Federation Bahrain Djibouti	Central African Republic Congo Côte d'Ivoire DR Congo Ethiopia Ghana Kenya Lesotho Liberia Malawi Mauritius Nigeria Senegal Uganda Zambia Egypt Saudi Arabia	Bangladesh Cambodia India Nepal Pakistan Argentina Brazil Chile Costa Rica Cuba El Salvador Mexico Nicaragua Bosnia and Herzegovina Macedonia Moldova Tajikistan
Crisis Prevention & Recovery	Central African Republic Côte d'Ivoire Eritrea Ethiopia Niger Senegal South Sudan, Republic of Bangladesh Fiji	Iran, Islamic Republic of Papua New Guinea Samoa Timor-Leste Syria Ecuador El Salvador Guyana	Congo Democratic Republic of Congo Indonesia Myanmar Nepal Sudan, Republic of the Haiti Honduras	
Energy and Environment	Congo Eritrea Gambia Guinea-Bissau Kenya Malawi Nigeria Bangladesh Cambodia	Nepal Pakistan Samoa Sri Lanka Djibouti Sudan, Republic of the Haiti Nicaragua Peru	Senegal India	

ANNEX III: Strategic Plan outcomes and Guidance for Integrating Gender Equality Results in UNDP's Strategic Plan: 2008-2011 as presented in the Gender Equality Strategy 2008-2011.

TABLE I: GENDER EQUALITY STRATEGY DEVELOPMENT RESULTS

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 1: Achieving the MDGs and reducing human poverty	
1. MDG-based national development strategies promote growth and employment, and reduce economic, gender and social inequalities.	i. MDG-based development strategies, prepared with UNDP support, incorporate gender equality concerns throughout the analysis, implementation, monitoring and evaluation components of their plans and budgets, and specify gender equality results.
2. Enhanced national and local capacities to plan, monitor, report and evaluate the MDGs and related national development priorities, including within resource frameworks	i. National and local development plans and priorities, including public investment and budget frameworks, integrate mechanisms to plan, monitor, evaluate and report in a gender-responsive manner, on the basis of gender analysis and consultation with women.
3. Policies, institutions and mechanisms that facilitate the empowerment of women and girls strengthened and implemented	i. Measures are adopted to reduce gender gaps in access to productive assets and financial services, and implement strategies to promote women's entrepreneurship. ii. Methodologies such as time use surveys are adopted to measure and integrate unpaid care work in national planning processes and budget frameworks.
4. Macroeconomic policies, debt-sustainability frameworks, and public financing strategies promote inclusive growth and are consistent with achieving the MDGs.	i. Measures are undertaken to develop gender-responsive public investments and budget frameworks. ii. Gender-responsive budgeting techniques are applied to taxation policy and in budget planning.
5. Strengthened capacities of local governments and other stakeholders to foster participatory local development and support achieving the MDGs	i. Local development plans and priorities involve women directly in planning, policy-making and budget allocations, and addresses gender concerns.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 1: Achieving the MDGs and reducing human poverty	
6. Policies, strategies and partnerships established to promote public-private sector collaboration and private sector and market development that benefits the poor, and to ensure that low-income households and small enterprises have access to a broad range of financial and legal services	i. Women entrepreneurs benefit from private sector development policies, strategies and partnerships.
7. Enhanced national capacities to integrate into the global economic system and to compete internationally, consistent with the achievement of the MDGs and other internationally agreed development goals	i. Trade agreements and policies are gender sensitive. ii. Women contribute directly to trade negotiations.
8. Strengthened national capacities to negotiate and manage development finance, including aid and debt, consistent with the achievement of the MDGs and other internationally agreed development goals	i. Development financing resources, including aid and debt, are negotiated and managed in line with the MDGs and other internationally agreed goals, including the financial and economic implications of CEDAW.
9. AIDS responses integrated into poverty reduction strategies, MDG-based national development plans and budgets, and macroeconomic processes	i. Gender equality considerations are integrated into national development strategies, national AIDS programmes, national gender strategies and poverty reduction strategy papers. ii. National AIDS strategies are implemented that address: (1) women and girls as a target population; and (b) women's empowerment and/or gender equality as crosscutting issues.
10. Strengthened national capacity for inclusive governance and coordination of AIDS responses, and increased participation of civil society entities and people living with HIV in the design, implementation and evaluation of AIDS programmes	i. Links with an AIDS management/coordination body that includes the active participation of women's groups, vulnerable groups (including people living with HIV, men who have sex with men and transgender individuals), and groups with gender expertise are in place and enhanced.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 1: Achieving the MDGs and reducing human poverty	
<p>11. Policies and programmes implemented through multi-stakeholder approaches to protect the human rights of people affected by AIDS, mitigate gender-related vulnerability, and address the impact of AIDS on women and girls</p>	<ul style="list-style-type: none"> i. Laws or legal reform are in place and implemented towards: (a) prohibiting gender-based violence and bringing perpetrators to justice; (b) prohibiting discrimination against people living with HIV; (c) decriminalizing consenting same-sex relations between adults, and other laws to facilitate access to HIV services by sex workers and sexual minorities (e.g., laws on condom distribution and possession) in order to facilitate more effective HIV programming; and (d) providing community and legal services to educate women and other affected communities about their rights. ii. Laws and strategies that strengthen women's and girls' property and inheritance rights are in place, implemented and enforced. iii. Research is undertaken on the gender-differentiated impact of the provision of unpaid care for different household members, and in different social and economic contexts. iv. Policy dialogues are undertaken to integrate unpaid work and contributions to mitigating HIV in economic policy. v. Representation of grass-roots caregivers in HIV-related policies, programmes and resource allocation venues at national, regional and global levels is enhanced. vi. Capacity and voice of caregivers in integrating unpaid work in economic policy are strengthened through documentation and exchange of lessons learned and good practices.
<p>12. Strengthened national capacities for implementation of AIDS funds and programmes financed through multilateral funding initiatives, including the Global Fund to Fight AIDS, Tuberculosis and Malaria</p>	<ul style="list-style-type: none"> i. Capacity of women's groups to participate in global fund processes is increased. ii. Issues related to HIV and women and girls, men and boys, and sexual minorities are addressed in Global Fund grants and processes.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 2. Fostering democratic governance	
1. Civil society, including civil society organizations and voluntary associations, and the private sector contribute to the MDGs in support of national planning strategies and policies.	i. Measures for active consultation with women's organizations are included in national MDG attainment plans and strategies.
2. Electoral laws, processes and institutions strengthen inclusive participation and professional electoral administration.	i. Political parties make a policy commitment to promote women's leadership, and have the capacity to undertake measures that contribute to women's empowerment and gender equality. ii. Electoral laws, including political party and campaign finance laws, processes and institutions, create an enabling environment for women's participation as voters, candidates and administrators.
3. Access to information policies supports accountability and transparency.	i. Information policies that promote government accountability and transparency in the advancement of women's rights and gender equality are in place.
4. National, regional and local levels of governance expand their capacities to reduce conflict and manage the equitable delivery of public services.	i. Public services and conflict reduction processes are prepared in consultation with women and designed to respond to women's needs, so that health, education, security, transport and other public services are delivered equitably and in response to their needs, and conflict reduction processes reflect women's concerns and explicitly address the reduction of gender-based violence.
5. Legislatures, regional elected bodies, and local assemblies have strengthened institutional capacity, enabling them to represent their constituents more effectively.	i. Legislatures, regional elected bodies and local assemblies have enhanced capacity (regulations, consultative mechanisms) so that they explicitly consult with women and represent women's concerns.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 2. Fostering democratic governance	
<p>6. Effective, responsive, accessible and fair justice systems promote the rule of law, including both formal and informal processes, with due consideration for the rights of the poor, women and vulnerable groups.</p>	<ul style="list-style-type: none"> i. Mechanisms are in place to harmonize traditional and customary legal norms with international norms and standards, so that women's human rights are served and gender equality is enhanced. ii. Women's security needs, including protection against all forms of violence, are clearly articulated in laws, policies and development plans, with corresponding budget allocations.
<p>7. Strengthened capacities of national human rights institutions</p>	<ul style="list-style-type: none"> i. National human rights institutions actively consult with women and address women's human rights in their policies and programmes.
<p>8. Strengthened national, regional and local level capacity to mainstream gender equality and women's empowerment in government policies and institutions</p>	<ul style="list-style-type: none"> i. CEDAW provisions are reflected in local legislation, and reported meaningfully. ii. National, regional and local gender mainstreaming capacity is mapped against UNDP standards, with corresponding programmes to strengthen as needed.
<p>9. Strengthened national, regional and local level capacity to implement anti-corruption initiatives</p>	<ul style="list-style-type: none"> i. Accountability and oversight mechanisms include women as members, and involve women in holding national and local authorities to account, including for the delivery of adequate social services.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 3: Supporting crisis prevention and recovery	
<p>1. Solutions generated for natural disaster risk management and conflict prevention through common analysis and inclusive dialogue among government, relevant civil society actors and other partners (i.e., UN, other international organizations, bilateral partners)</p>	<ul style="list-style-type: none"> i. Women are aware of the issues and are active participants in all dialogue and decision-making on disaster risk management and conflict prevention. ii. Policies and plans are based on analysis of men and women's needs, and reflect strategies appropriate to men's and women's requirements. iii. Crisis risk reduction that recognizes gender-differentiated needs and solutions is integrated into development planning. iv. National consultation processes at all levels and with all partners draw on gender analysis and include women's organizations.
<p>2. <i>Disaster: Strengthened national capacities, including the participation of women, to prevent, reduce, mitigate and cope with the impact of the systemic shocks from natural hazards</i></p>	<ul style="list-style-type: none"> i. Relevant national institutions are sensitized so that disarmament, demobilization and reintegration (DRR) solutions reach women and men. ii. Women's organizations and networks are strengthened and linked with other institutions to become key actors in the effective implementation of policies and plans to prevent, reduce, mitigate and cope with the impact of national disasters, so that women's and men's needs are both addressed. iii. Women's groups actively participate in all disaster-related planning and implementation processes. iv. There is increased national capacity to undertake and apply gender analysis in disaster-related activities.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 3: Supporting crisis prevention and recovery	
<p>3. <i>Conflict: Strengthened national capacities, with the participation of women, to prevent, mitigate and cope with the impact of violent conflict</i></p>	<ul style="list-style-type: none"> i. Relevant national institutions are sensitized so that conflict prevention and peace-building solutions address women's and men's concerns. ii. Women's organizations and networks are strengthened and linked with other institutions to become key actors in the effective implementation of policies and plans to prevent, reduce, mitigate and cope with the impact of conflict, so that women's and men's needs are equally addressed. iii. There is increased national capacity to undertake and apply gender analysis in conflict prevention, recovery and security activities
<p>4. Early post-crisis resumption of local governance functions</p>	<ul style="list-style-type: none"> i. Recovery planning is based on needs assessments and information management systems that recognize the different needs of women and men. ii. There is greater awareness among post-crisis local government staff on women's needs and how to address them effectively, with adequate financial provision. iii. There is effective engagement of women's networks and other civil society representatives to strengthen delivery of basic services, and provide a channel of communication between women and local government officials.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 3: Supporting crisis prevention and recovery	
<p>5. <i>Disaster:</i> Post-disaster governance capacity strengthened, including measures to ensure the reduction of future vulnerabilities</p>	<ul style="list-style-type: none"> i. Interim government frameworks recognize women's equal right to political participation as voters, candidates and observers. ii. Interim government frameworks recognize women's right to equal access to the law, both constitutional and customary law, and put in place mechanisms to review discriminatory laws and practices. iii. Aid coordination mechanisms are set up in such a way that men and women co-design and benefit equally from recovery programming. iv. Progress is made towards gender parity, with qualified staff in senior and mid-level government positions, at local and national levels.
<p>6. <i>Conflict:</i> Post-conflict governance capacity strengthened, including measures to work towards prevention of resumption of conflict</p>	<ul style="list-style-type: none"> i. Interim government frameworks recognize women's equality under the constitution, and equal right to political participation as voters, candidates and observers. ii. Interim government frameworks recognize women's right to equal access to the law, both constitutional and customary law. iii. Aid coordination mechanisms are set up in such a way that men and women co-design and benefit equally from recovery programming. iv. Progress is made towards gender parity, with qualified staff in senior and mid-level government positions, at local and national levels.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 3: Supporting crisis prevention and recovery	
<p>7. Gender equality and women's empowerment enhanced in post-disaster and post-conflict situations</p>	<p>i. All points of the 8PA programme will be incorporated in responses to post-crisis situations, namely: women's security in crisis is strengthened; gender justice is advanced; women's citizenship participation and leadership is expanded in social, political and economic spheres; peace is built with and for women; gender equality in DRR is promoted; gender-responsive recovery is ensured; the government is transformed to deliver for women; and the capacity for social change and cohesion is developed, drawing explicitly on women's knowledge and contributions.</p>
<p>8. <i>Conflict</i>: Post-crisis community security and cohesion restored</p>	<p>i. The rule of law, and community and personal security are restored as a basis for recovery that equally benefits men and women of all age groups.</p> <p>ii. There is significant reduction in gender-based violence, for all age groups.</p> <p>iii. Social cohesion is restored such that all crisis-affected groups, including victims of gender-based violence, are successfully reintegrated in their families and communities.</p> <p>iv. Capacities of communities are strengthened to transform entrenched patterns of social exclusion, including the exclusion of women and minority ethnic groups.</p>
<p>9. Post-crisis socioeconomic infrastructure restored, employment generated, economy revived; affected groups returned/reintegrated</p>	<p>i. Livelihood opportunities available to men and women are both appropriate and safe.</p> <p>ii. Women have equal access to economic assets (property, inheritance rights, land ownership, access to credit).</p> <p>iii. Livelihood recovery is sustained through strengthened linkages at the national and local level between government, civil society and the private sector, building on existing local capacities, specifically women's networks and groups.</p>

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Goal 4: Managing energy and the environment for sustainable development	
1. Strengthened national capacities to mainstream environment and energy concerns into national development plans and implementation systems	<ul style="list-style-type: none"> i. National development plans and implementation systems include gender analysis of environment and energy concerns, and measures to identify and address women's specific needs and contributions in energy and environmental management. ii. There is evidence of increased national awareness of the gendered impact of environmental finance and the multiplier effects of financing women's productive activities (research papers, policy commitments, consultation mechanisms, publicity campaigns, etc.).
2. Countries develop and use market mechanisms to support environmental management.	<ul style="list-style-type: none"> i. Measures are in place, including affirmative action, to increase access by women-led businesses and women's organizations to environmental finance. ii. Women are consulted in policy-making processes so that their knowledge and interests are reflected in achieving an appropriate balance between market and public sector tools for environmental management.
3. Strengthened capacity of developing countries to mainstream climate change adaptation policies into national development plans	<ul style="list-style-type: none"> i. Government agencies and women's organizations are systematically engaged in dialogue on adaptation and mitigation strategies. ii. Climate change and mitigation policies and programmes are developed that reflect women's concerns and interests, and are monitored for their impact on women's lives so that equality of outcome is achieved.
4. Strengthened capacity of local institutions to manage the environment and expand environment and energy services, especially to the poor	<ul style="list-style-type: none"> i. Women's organizations, including those representing poor women, contribute actively to environmental and energy planning and management processes. ii. Gender-responsive policies are in place, linking women's use of energy, water and environment services with their roles and interests in sustainable livelihoods and small business promotion.

Strategic Plan outcomes supported by UNDP upon request by programme countries	Indicative GES outcome indicators
Crosscutting development issue	
1. UNDP programmes/projects integrate capacity development.	National capacity development initiatives at all levels pay attention to the capacity to advance gender equality, including to gather relevant statistics, undertake gender analysis, consult with constituencies on gender issues, integrate gender equality considerations in all finance and budgetary matters, and monitor and report upon all activities from a gender equality perspective.
2. UNDP programmes/projects integrate gender equality and women's empowerment in line with the UNDP Gender Equality Strategy 2008-2011.	UNDP programmes/projects integrate gender equality and women's empowerment as described in this addendum.
3. South-South approaches to development mainstreamed in national development plans and the work of United Nations organizations	South-South approaches are mainstreamed into national plans, including relevant actions to address gender equality considerations and support South-South exchanges in gender mainstreaming.
4. UNDP country programmes are clearly and explicitly linked with and in support of national development plans and priorities.	UNDP country programmes include measures to analyse, articulate and address the gender equality implications of national development plans and priorities, even if these are not fully developed in the documentation.
5. UNDP meets aid effectiveness standards.	UNDP contributions to national aid effectiveness priorities include clear articulation of the role of women in national development.

TABLE II: GENDER EQUALITY STRATEGY INSTITUTIONAL RESULTS

Outputs	Output Indicators	Targets
1. Coordination results		
Output 1. Increased collaboration with UN partners at global level	Increased number of joint global programmes and other collaborative initiatives to promote gender equality and women's empowerment	i. Joint programmes with ILO, UNIFEM, the UN Capital Development Fund, UNEP, UNFPA, INSTRAW, UNRISD and others
Output 2. Resident Coordinator system delivering on gender equality results	An increased number of functional UN country team gender theme groups are operational, and have strategy and implementation plans in place.	i. Increased support provided to Resident Coordinators for strengthening UN country team gender theme groups ii. Increase in UN country team inter-agency joint programming

Outputs	Output Indicators	Targets
2. Management results		
A. Ensuring Results		
Output 1. Effective system and culture of gender mainstreaming accountability created and/or enhanced	Existing compacts with senior managers deliver gender equality results.	<ul style="list-style-type: none"> i. Existing compacts between the Administrator and the regional bureaux directors are updated and aligned with the GES. ii. Gender equality is integrated into senior manager compacts. iii. Functional gender steering implementation committees operate in each region.
	Gender equality results are included in all UNDP evaluation, reporting and accountability processes and mechanisms.	<ul style="list-style-type: none"> i. Elaboration and implementation of gender equality strategies in each region by the end of 2009, monitored through functioning regional gender steering and implementation committees, and with annual reporting to the global Gender Steering and Implementation Committee ii. Integration of a Gender Mainstreaming Score Card into the Balanced Score Card iii. Inclusion of gender equality results in all results-based management tools and processes iv. GES evaluation conducted in 2010⁴
	An increased number of initiatives are implemented jointly by the UNDP Gender Team and practice teams.	<ul style="list-style-type: none"> i. One joint initiative in at least two practice areas implemented per year by end 2008

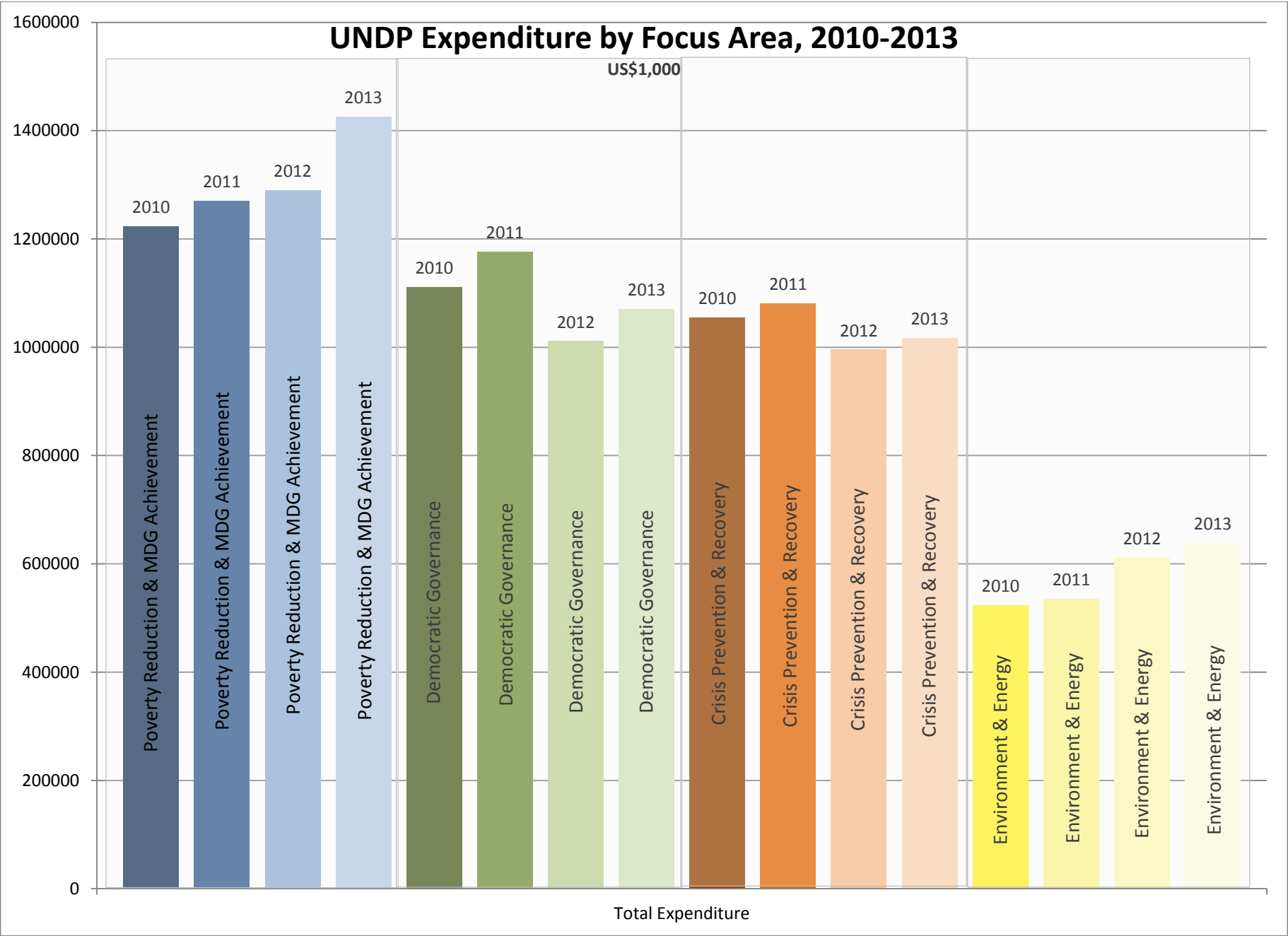
⁴This target is applicable to all the development and institutional results of this Addendum.

Outputs	Output Indicators	Targets
2. Management results		
A. Ensuring Results (continued)		
Output 2. Gender equality and women's empowerment fully incorporated into UNDP's knowledge management system	<ul style="list-style-type: none"> i. Gender content in the knowledge management system is up-to-date and accessible. ii. Regional knowledge management platforms on gender equality for outreach to external partners are established and functional. iii. New/updated knowledge products on gender equality are developed and disseminated. 	<ul style="list-style-type: none"> i. Gender content in the knowledge management system is up-to-date and accessible through each of the UNDP focus areas. ii. Five knowledge management platforms on gender equality are established and have up-to-date content. iii. Increased participation of UNDP staff in the Gender Equality Network iv. Continuous improvement in user satisfaction for gender equality products and services
Output 3. Internally and externally oriented Communication Plan on implementing the GES and its results developed	<ul style="list-style-type: none"> i. Completed plan includes branding, key messages, and specification of internal and external strategic partners. ii. Policy briefs on gender equality dimensions and other relevant materials are prepared. 	<ul style="list-style-type: none"> i. Communication plan on implementation of the GES and its results is developed. ii. Policy briefs and other relevant materials on gender equality dimensions of each focus area are disseminated.
B. Human resources		
Output 4. Achieve gender parity (SP Output 8)	<p>Gender ratio of staff at all levels (Strategic Plan)</p> <p>Gender ratio of staff at senior management level (Strategic Plan)</p>	<p>50% male, 50% female (Strategic Plan)</p> <p>55% male, 45% female (Strategic Plan)</p>
Output 5. UNDP builds internal capacity to address gender dimensions in all its work (SP Output 12)	<ul style="list-style-type: none"> i. Percentage of country offices that have established a gender focal team led by a senior manager (Strategic Plan) ii. Percentage of country offices that have provided gender training to the gender focal teams iii. Percentage of country offices that have provided gender training for all staff 	<p>25% improvement per year (Strategic Plan)</p>

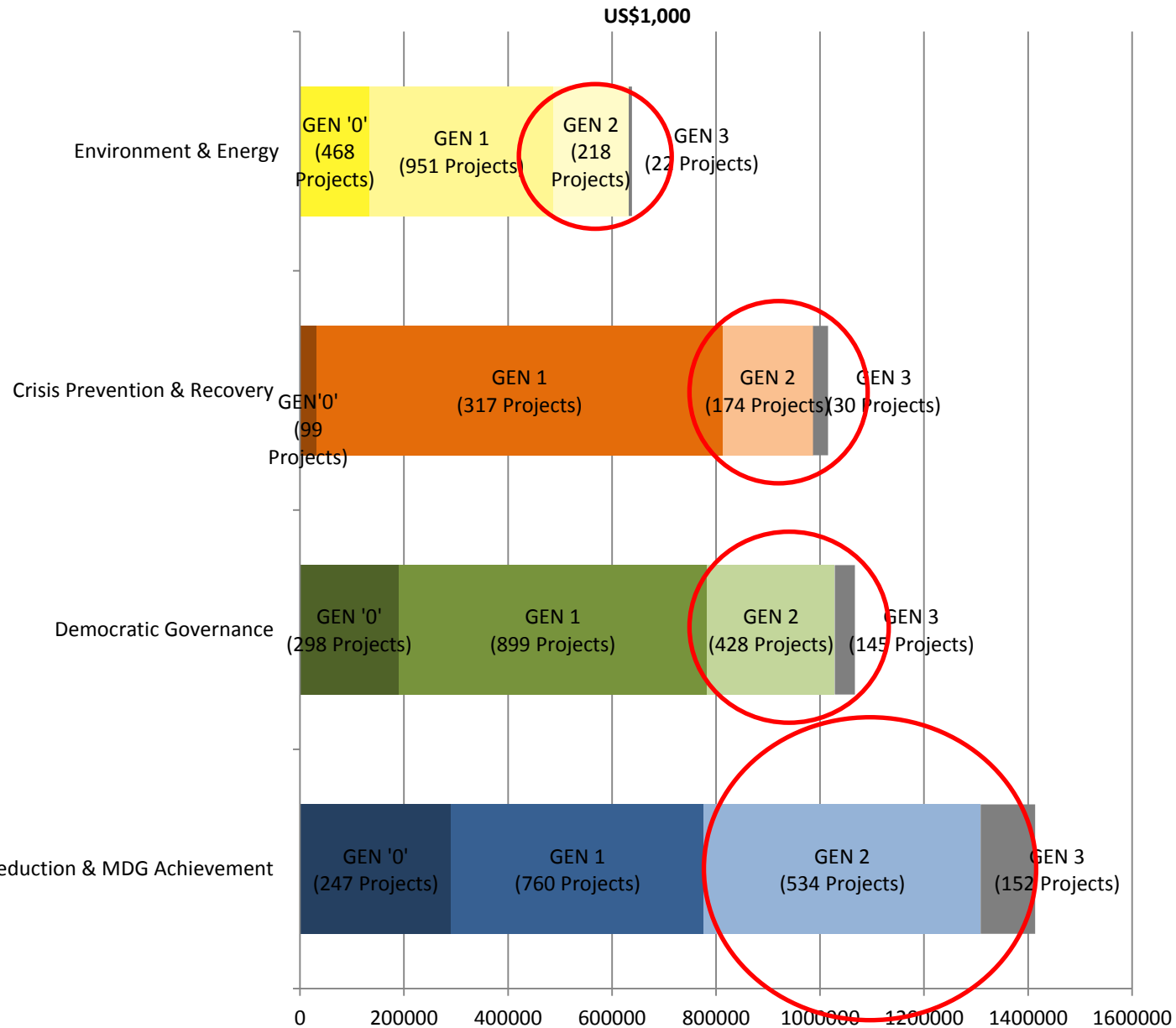
Outputs	Output Indicators	Targets
2. Management results		
B. Human resources (continued)		
Output 6. Results and Competency Assessment system revised to reflect organizational commitment to gender equality	A key result area on gender equality in the Results and Competency Assessment of all senior managers is approved and instituted.	i. Amendment of Results and Competency Assessment guidelines to include a gender equality key result for senior managers
C. Financial resources		
Output 7. Allocation and disbursement of financial resources to implement the GES increased, in line with national development objectives	i. Amount of and non-core funding contributing significantly to gender equality ii. Amount of third-party cost-sharing funds mobilized to significantly support the achievement of gender equality	i. Increase in core and non-core funds disbursed to implement the GES, including resources from the thematic trust funds ii. Resource mobilization strategy in place and implemented
Output 8. Enhanced tracking and monitoring of financial allocations and disbursements to gender equality results	Atlas is enhanced to track and monitor allocations and disbursements for gender equality.	i. Pilot testing of Atlas enhancement in 20 countries ii. Roll out of Atlas enhancement to track and monitor allocations and disbursements for gender equality

TABLE III: UNDP GENDER MAINSTREAMING OUTPUTS/ ACTIVITIES

1. Gender-responsive policy and technical advisory services, based on gender analysis
2. Analysis of technical and implementation capacities to implement policies in a gender-sensitive manner
3. Facilitation of the process of reflecting nationally adopted international commitments in national laws and policies in such a manner as to preserve and expand gender equality before the law
4. Facilitation of consultative processes so that women are involved, and the needs and contributions of women are explicitly included in the deliberations
5. Programme design and management that reflects the outcomes of gender analysis
6. Development of technical and implementation capacities of both women and men, e.g.:
 - a. Mentoring and leadership development, so that they can use their leadership positions to advance gender equality
 - b. Training and on-the-job learning that includes the gender equality dimensions of the given topic
 - c. Gender-sensitive procurement practices
7. Facilitation of UN-wide responses to gender equality considerations, including through strengthened gender theme groups
8. Facilitation of aid coordination, including advancement of the need for attention to gender equality outcomes in aid negotiations
9. Partnership building to advance gender equality, including with women's organizations
10. South-South cooperation on gender equality considerations
11. Monitoring and evaluation that take account of gender equality outcomes, even if not specified in the original documentation
12. Knowledge management, including collection and analysis of age- and sex-disaggregated data and gender statistics, and dissemination via channels accessible to both women and men



UNDP Expenditure by Focus Area and Gender Marker, 2013



UNDP GENDER MARKER

Background

In 2005, UNDP commissioned a review of the organization's financial system, ATLAS, in order to identify possibilities for enhancing reporting on expenditures expected to contribute to gender equality. The review concluded that *the existing approach was not reflecting the full extent of UNDP's expenditure on gender equality*.

In 2007, as a response to the UNDP Executive Board's request, UNDP configured ATLAS to better track financial allocations and expenditures for gender mainstreaming and women's empowerment. *In 2009, after two years of piloting in 17 countries, the Gender Marker was rolled out to all UNDP country offices*. The methodology is based on the OECD/DAC Gender Marker.

What is the gender marker approach?

The approach aims to score the contribution of investments and expenditures in respect of both gender mainstreaming and targeted interventions on women's empowerment.

- The scoring is done at the output level (project ID level in Atlas). Every single output of each office must be rated on gender equality against a four-point scale that ranges from 0 (no gender impact) to 3 (gender equality as the main objective).
- The rating is based on the nature of the output, not on the amount of resources allocated to it.
- A special *gender attribute* has been added to the ATLAS system to record this rating.

What do Gender Marker scores mean?

As noted above, each output must be allocated a gender score of 0, 1, 2 or 3, as such:

Score	Meaning
3	Outputs that have gender equality as the main objective
2	Outputs that have gender equality as a significant objective
1	Outputs that will contribute in some way to gender equality, but not significantly
0	Outputs that are not expected to contribute noticeably to gender equality

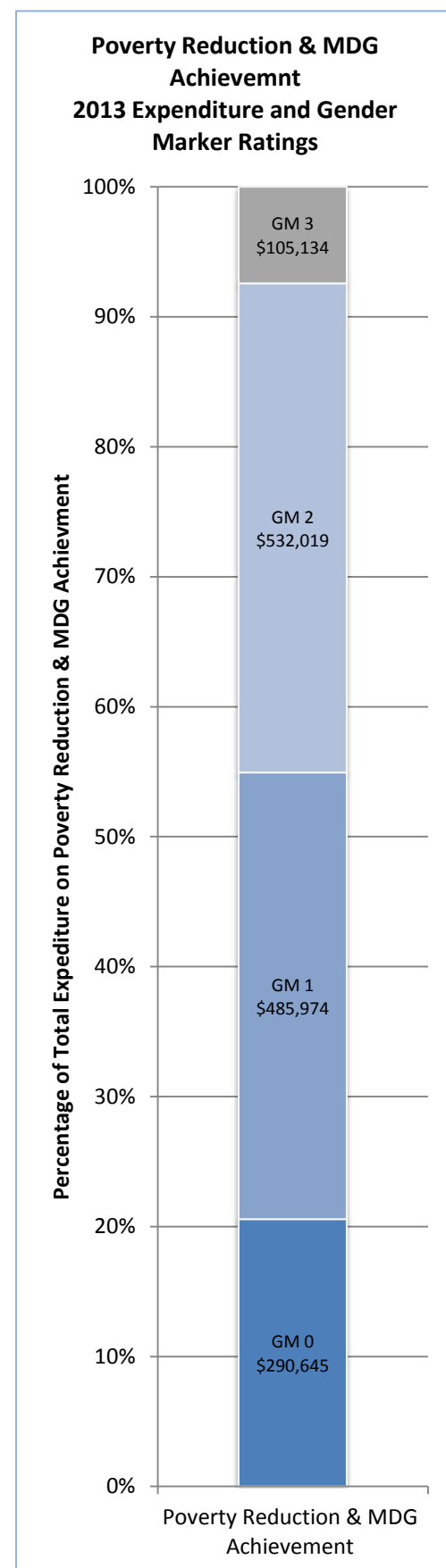
What does the Gender Marker in the ATLAS tell us?

The Gender Marker enables us to:

- Track the trend and pattern of *resource allocation* and *financial expenditures* in each programme/project and how it contributes to the achievement of gender equality results across all UNDP focus areas, country office and regions as identified in the UNDP Strategic Plan.
- Improve our gender responsive planning, budgeting and policy decision making to ensure that those who need UNDP's support will benefit from resource allocation.

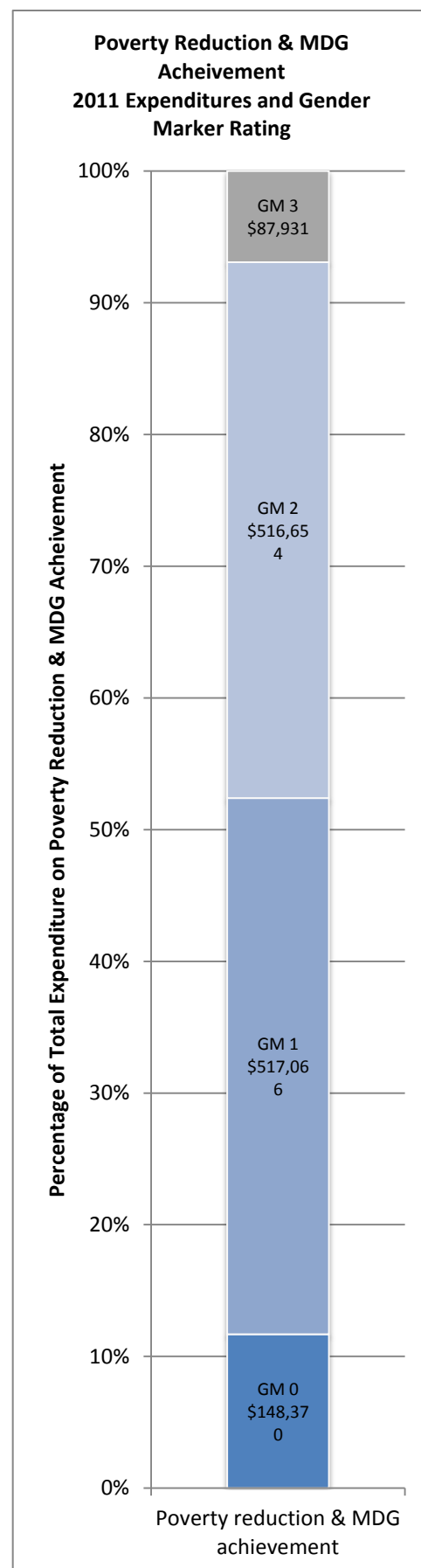
Poverty Reduction & MDG Achievement, 2013

Corporate Outcomes	Expenditure	Number of Projects/Gender Marker			
		GM 0	GM 1	GM 2	GM 3
Capacities of national and local institutions enhanced to scale up proven MDG acceleration interventions and to plan, monitor, report and evaluate the MDG progress in the context of related national development priorities	\$587,914	133	403	285	65
Inclusive growth and social equity promoted through pro-poor macroeconomic and fiscal policies that support income, employment and social protection of youth, women and vulnerable groups in a sustainable way	\$202,376	50	137	101	48
Policies, strategies and partnerships established to enhance public-private sector collaboration and private sector and market development that benefit the poor and ensure that low-income households and small enterprises have access to a broad range of financial and legal services	\$130,667	30	125	59	14
Strengthened national capacities to integrate into the global economic system and to negotiate and manage traditional & emerging development finance for inclusive development	\$1,557	2	3	0	0
Strengthened capacities to mainstream action into national policies, plans and strategies on the socio-economic causes and consequences of HIV and the linkage to the health MDG	\$24,431	0	4	12	6
Strengthened national capacity for inclusive governance and coordination of national HIV responses, and for the protection of human rights of people affected by HIV, including women and other vulnerable groups	\$251,835	8	18	39	12
Strengthened national capacities for implementation of HIV funds and programmes, including those financed through multilateral initiatives like the Global Fund to fight AIDS, Tuberculosis, and Malaria	\$133,644	7	32	13	4
Unaligned corporate outcomes	\$92,595	17	38	25	4



Poverty Reduction & MDG Achievement, 2011

Corporate Key Result Area	Expenditure	Number of Projects/Gender Marker			
		GM 0	GM 1	GM 2	GM 3
Promoting inclusive growth, gender equality and MDG achievement	\$927,923	255	842	564	159
Fostering inclusive globalization	\$21,325	21	35	13	4
Mitigating the impact of AIDS on human development	\$286,893	19	94	107	19

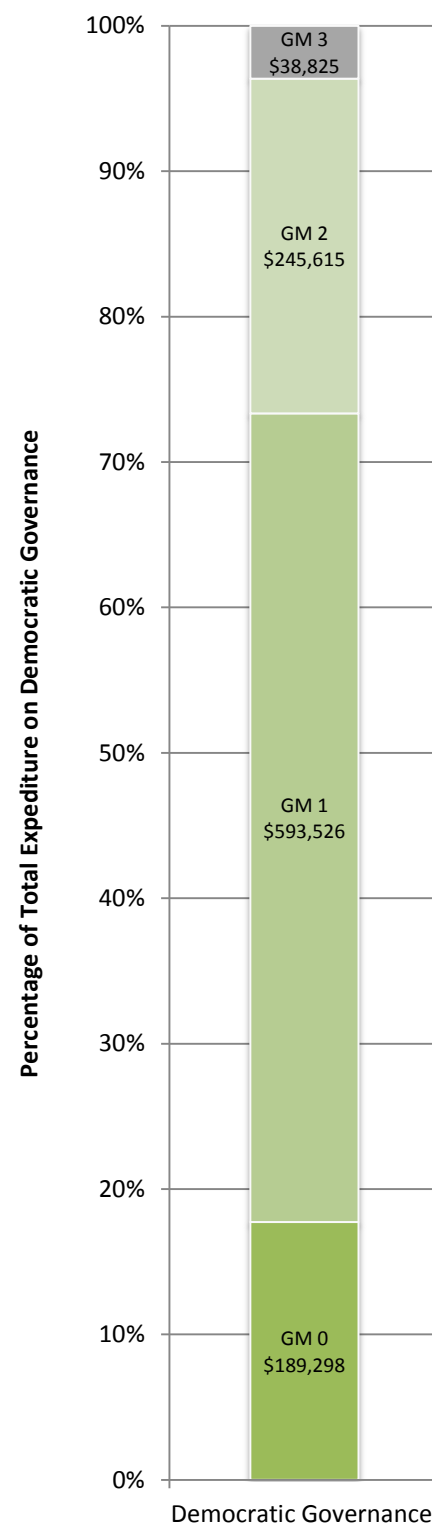


Annex V: Gender Marker Overview and Data by Focus Area

Democratic Governance, 2013 Number of Projects/Gender Marker

Corporate Outcomes	Expenditure	GM 0	GM 1	GM 2	GM 3
Civil society, including civil society organizations and voluntary associations, and the private sector contribute to the MDGs in support of national planning strategies and policies	\$20,435	10	33	22	1
Electoral laws, processes and institutions strengthen inclusive participation and professional electoral administration	\$179,562	31	104	48	17
Access to information policies support accountability and transparency	\$48,911	17	41	9	0
National, regional and local levels of governance expand their capacities to manage the equitable delivery of public services	\$318,363	141	339	130	39
Legislatures, regional elected bodies, and local assemblies have strengthened institutional capacity, enabling them to represent their constituents more effectively	\$81,866	13	83	30	8
Effective, responsive, accessible and fair justice systems promote the rule of law, including both formal and informal processes, with due consideration on the rights of the poor, women and vulnerable groups	\$79,079	17	82	58	16
Strengthened capacities of national human rights institutions	\$170,156	32	77	57	23
Strengthened national, regional and local level capacity to mainstream gender equality and women's empowerment in government policies and institutions	\$49,107	7	28	13	29
Strengthened national-, regional- and local-level capacity to implement anti-corruption initiatives	\$32,422	6	26	16	4
Unaligned corporate outcomes	\$92,340	24	86	45	8

Democratic Governance 2013 Expenditure and Gender Marker Ratings

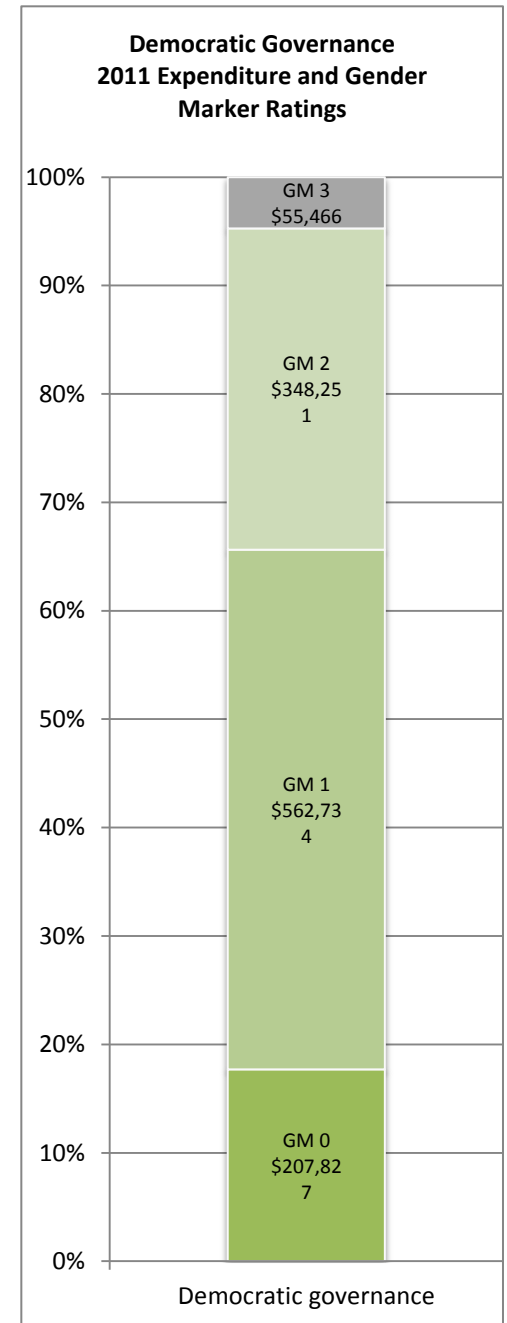


Annex V: Gender Marker Overview and Data by Focus Area

Democratic Governance, 2011

Number of Projects/Gender Marker

Corporate Key Result Areas	Expenditure	GM 0	GM 1	GM 2	GM 3
Fostering inclusive participation	\$231,917	45	158	102	31
Strengthening responsive governing institutions	\$571,105	302	537	278	68
Support national partners to implement democratic governance practices grounded in human rights, gender equality and anti-corruption	\$357,526	79	199	130	59
Unaligned key results	\$15,560	12	22	10	4

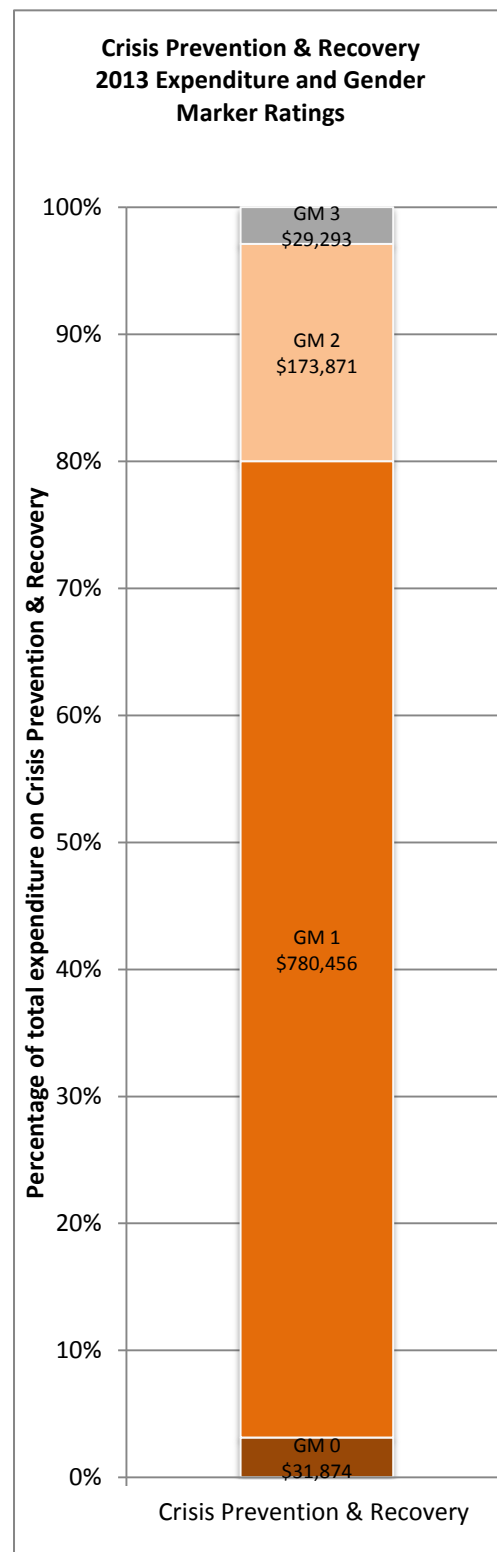


Annex V: Gender Marker Overview and Data by Focus Area

Crisis Prevention & Recovery, 2013

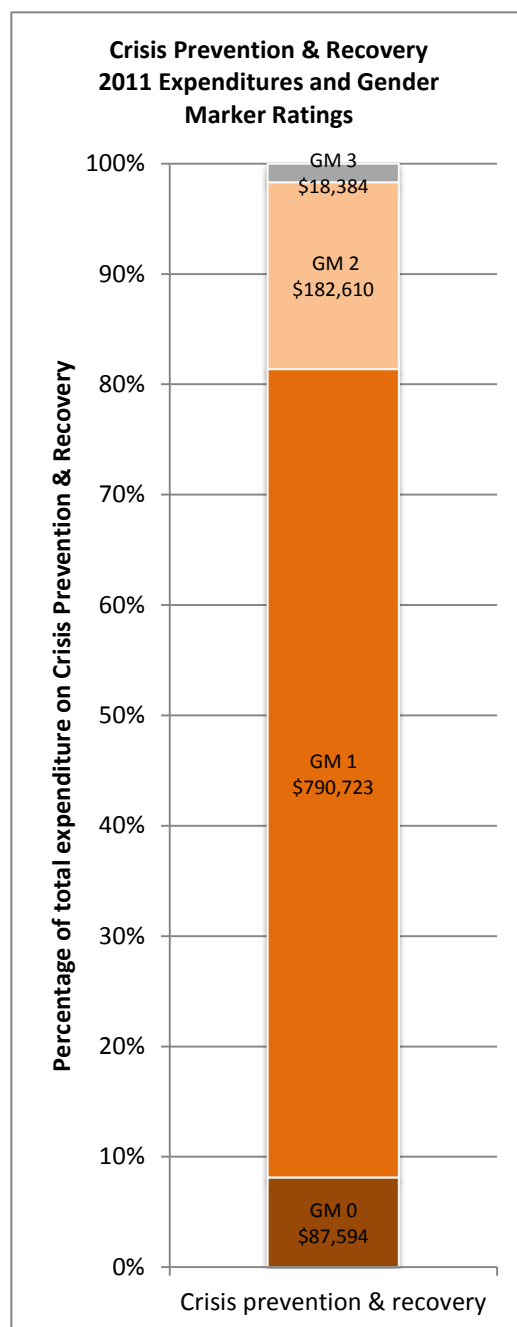
Number of Projects/Gender Marker

Corporate Outcomes	Expenditure	GM 0	GM 1	GM 2	GM 3
National and local institutions have the capacities to reduce the impact of disasters, especially climate change related disasters, on vulnerable communities	\$67,708	38	74	30	1
National and local institutions have the capacities to prevent, reduce and mitigate the impact of conflict	\$116,044	3	74	25	5
National and local institutions have the capacities to fulfill key functions of government for recovery in early post-crisis situations	\$34,793	17	35	20	0
National and local institutions have the capacity to respond to gender-based violence and to increase women's civic engagement, participation and leadership in crisis prevention, ongoing crisis and post-crisis contexts	\$458	0	0	0	3
National and local institutions have the capacity to deliver improved justice and security, including safeguarding citizen security, in conflict-affected settings	\$612,883	16	40	18	5
Livelihoods and economic recovery generated, including infrastructure restoration, employment and sustainable income earning opportunities for crisis affected communities	\$130,717	10	52	51	15
Unaligned corporate outcomes	\$54,578	15	44	30	1



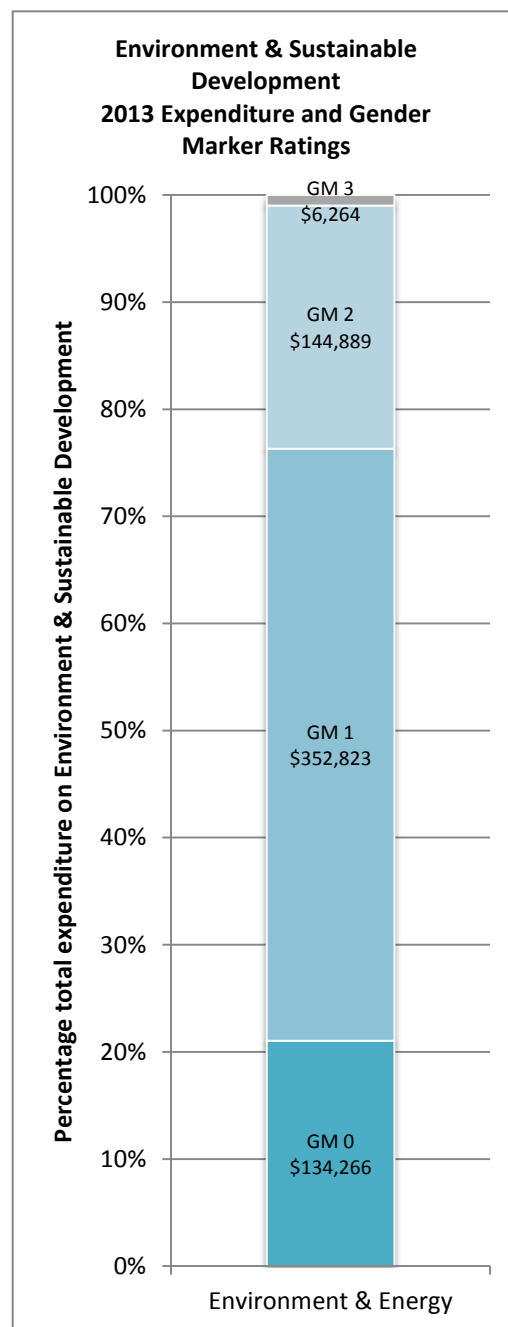
Crisis Prevention & Recovery, 2011

Corporate Outcomes	Expenditure	Number of Projects/Gender Marker			
		GM 0	GM 1	GM 2	GM 3
Enhancing conflict and disaster risk management capabilities	\$132,139	77	163	104	13
Strengthened Post-crisis Governance Functions	\$660,359	40	67	46	7
Restoring the foundations for development	\$278,736	33	116	77	8
Unaligned corporate outcomes	\$9,378	1	8	10	1



Environment & Sustainable Development, 2013

Corporate Outcomes	Expenditure	Number of Projects/Gender Marker			
		GM 0	GM 1	GM 2	GM 3
Development plans and programmes integrate environmentally sustainable solutions in a manner that promotes poverty reduction, MDG achievement and low-emission climate-resilient development	\$285,108	252	481	93	7
Local and national authorities have the capacities to access and integrate multiple sources of public and private environmental financing in support of sustainable human development, including gender equality and poverty reduction	\$24,946	36	38	5	1
National and local governments and communities have the capacities to adapt to climate change and make inclusive and sustainable environment & energy decisions benefitting in particular under-served populations	\$275,610	155	380	106	11
Unaligned corporate outcomes	\$52,902	25	53	13	3



Annex V: Gender Marker Overview and Data by Focus Area

Environment & Sustainable Development, 2011

Corporate Outcomes	Expenditure	Number of Projects/Gender Marker			
		GM 0	GM 1	GM 2	GM 3
Mainstreaming environment and energy	\$324,603	382	503	133	22
Catalyzing environment finance	\$13,662	27	22	6	1
Promoting climate change adaptation	\$64,166	66	89	27	2
Expanding access to environmental and energy services for the poor	\$1,000,946	68	151	58	9
Unaligned key results	\$31,763	28	19	15	1

