



REQUEST FOR PROPOSAL (RFP)

	DATE: May 25, 2015
	REFERENCE: SDP-10-2015

Dear Sir / Madam:

We kindly request you to submit your Proposal for *“Consultancy services to carry out the Terminal Evaluation of the project”*.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Monday, June 08, 2015** and via email, courier mail or fax to the address below:

United Nations Development Programme
Montes Urales 440, Lomas de Chapultepec, Mexico D.F. 11000
Recursos Materiales y Servicios Generales
rm@undp.org or licitaciones@undp.org

Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Any questions or inquiries regarding this request, should be sent to address above no later than **May 29, 2015**. The answers or modifications, will be posted on the UNDP website no later than **June 2, 2015**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Recursos Materiales

Description of Requirements

Context of the Requirement	Consultancy services to carry out the Terminal Evaluation of the project.			
Implementing Partner of UNDP	CONAFOR			
Brief Description of the Required Services ¹	Analyze the implementation of the project, review the achievements made by the project to deliver the specified objectives and outcomes, and comment on the added value of non-specified and un-intended achievements. The evaluation will establish the relevance, performance and success of the project, including the sustainability of results, and provide recommendations on follow-up activities to reinforce initial benefits. The evaluation will also collate and analyze specific lessons and good practices pertaining to the strategies employed, and implementation arrangements, which may be of relevance for REDD+ processes in the country and elsewhere in the world.			
List and Description of Expected Outputs to be Delivered	As stated in TORs			
Person to Supervise the Work/Performance of the Service Provider	Project director and UNDP Sustainable Development Programme Director			
Frequency of Reporting	As needed			
Progress Reporting Requirements	As stated in TORs			
Location of work	<input checked="" type="checkbox"/> At Contractor's Location plus travels as stated in TORs			
Expected duration of work	2 months			
Target start date	June 2015			
Latest completion date	August 2015			
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	Mexico City	5 days	Field visits, interviews and preparation of the report	To be informed
	Guadalajara	6 days	Field visits, interviews and	To be informed

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

			preparation of the report	
	Yucatan	3 days	Field visits, interviews and preparation of the report	To be informed
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted			
Payment Terms	As stated in TORs			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project director and UNDP Sustainable Development Programme Director			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)			

	<input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm <i>[indicate percentage]</i> <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <i>[indicate percentage]</i> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <i>[indicate percentage]</i>
	<p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ²	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ³ <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ⁴	<p><i>Recursos Materiales y Servicios Generales</i> <i>rm@undp.org / licitaciones@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

² Where the information is available in the web, a URL for the information may simply be provided.

³ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁴ 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 received.

Terms of Reference (TORS)

Individual Consultant

Date: May, 2015

Services required: “Consultancy services to carry out the Terminal Evaluation of the project”.

Time of contract: 2 months **Begins:** June 2015 **Ends:** August 2015

Project: 00079208 “Reinforcing REDD+ Readiness in Mexico and enabling South-South cooperation”

Objective: Analyze the implementation of the project, review the achievements made by the project to deliver the specified objectives and outcomes, and comment on the added value of non-specified and un-intended achievements. The evaluation will establish the relevance, performance and success of the project, including the sustainability of results, and provide recommendations on follow-up activities to reinforce initial benefits. The evaluation will also collate and analyze specific lessons and good practices pertaining to the strategies employed, and implementation arrangements, which may be of relevance for REDD+ processes in the country and elsewhere in the world.

Name of supervisor of products and services: Project director and UNDP Sustainable Development Programme Director

Travel requirements: 5 days in Mexico City, 6 days Guadalajara and 3 days in Yucatán for field visits, interviews and preparation of the report.

Payments: 4 payments upon receipt and acceptance of deliverables

1. BACKGROUND

a. Brief project description

On May 27, 2010, the Governments of Norway and Mexico signed, through their respective Ministries of Environment, a Memorandum of Understanding (MoU) on Cooperation in the field of Environment, Forest and Climate Change. The MoU includes specific areas of cooperation with relevance to the implementation of strategies and policies for reducing emissions from deforestation and forest degradation, as well as the role of conservation, sustainable management of forests, and enhancement of forest carbon stocks (REDD+).

The Goal of the Project is to strengthen REDD+ implementation in Mexico and to expand the global knowledge base on REDD+ - related methodologies and approaches. This will be achieved by developing national Mexican capacities for the measurement, reporting and verification (MRV) necessary for the implementation of REDD+, conducting research related to local incentives for REDD+ in Mexico, and promoting Mexico as a Centre of Excellence for South-South cooperation.

The cooperation covers three specific lines of actions:

- The development and implementation of a Measurement, Reporting and Verification system (MRV) as part of the post-2012 REDD+ regime;
- The promotion of Mexico as a Centre of excellence for South-South cooperation to exchange experiences and capacities on MRV systems and REDD+ implementation, and
- Characterization of local incentives: research on REDD+ funding through experiences and case studies in Mexico.

b. Evaluation purpose

The independent Terminal Evaluation (TE) is a requirement for the project and is mandated by the UNDP regulations. This evaluation was carried out according to the guidelines, rules and procedures of the UNDP so as to be able to measure the extent to which its goals, objectives and actions were successful, and to analyze its sustainability towards the future.

The results of this TE are expected to contribute in the design of future projects related with the preparation for REDD+ through the dissemination of lessons learned which may be relevant to other similar projects in the country and in other countries around the world. The use of this information will be relevant for NORAD, CONAFOR, UNDP and FAO, as well as other national and international counterparts.

Furthermore, this TE is expected to make recommendations on the continuation of the establishment and functioning of the National Forestry Monitoring System (NFMS) –one of the Project’s longer-lasting contributions-, as the Government of Mexico is to secure bridge financing to support the execution of the NFMS in the short term.

c. Objectives of the evaluation

The overall objective of the TE is to analyze the implementation of the project, review the achievements made by the project to deliver the specified objectives and outcomes. It will establish the relevance, performance and success of the project, including the sustainability of results and it will collect and analyze specific lessons and best practices regarding the strategies used and the implementation arrangements. The evaluation should also comment on potential impacts of the project on the wider REDD+ efforts in Mexico, for example in relation to the national REDD+ strategy development and Mexico’s Emission Reduction proposal to the World Bank carbon fund.

The TE should also define the extent to which the Project has an effect on REDD+ initiatives in the subnational, national, regional and global levels.

The evaluation will also collate and analyze specific lessons and good practices pertaining to the strategies employed, and implementation arrangements, which may be of relevance to REDD+ processes and identify the inputs that the Project generated above and beyond the scope of work

originally defined in the Project Document in the country and elsewhere in the world. Additionally, the evaluation will analyze the impact and relevance of the project's use of a Technical Advisory Committee (TAC). The evaluation must provide clearly documented evidence and analysis, and unbiased assessment

d. Scope of the evaluation

The evaluation will cover five major criteria as defined in UNDP's Handbook on Planning, Monitoring and Evaluating for Development Results, which are relevance, effectiveness, efficiency, results and sustainability. These five evaluation criteria should be further defined through a series of questions covering all aspects of the project intervention, broken out in three main sections:

- Project Formulation: Logical framework, Assumptions and Risks, Budget (co-finance), institutional arrangements and Timing
- Project Implementation: Implementing Agency supervision and support, monitoring (including use of tracking tools) and evaluation, stakeholder participation, adaptive management.
- Achievement of Results: outcomes, impacts, synergies, sustainability, mainstreaming (e.g. links to other UNDP priorities, including related support programmes set out in the UNDAF and CPAP, as well as cross cutting issues).

e. Methodology or evaluation approach

Evaluation findings and judgements should be based on sound evidence and analysis, clearly documented in the evaluation report. Information will be triangulated (i.e. verified from different sources) to the extent possible, and when verification is not possible, the single source will be mentioned. Analysis leading to evaluative judgements should always be clearly spelled out. The limitations of the methodological framework should also be spelled out in the evaluation reports.

The evaluation will assess the programme with respect to a minimum set of evaluation criteria.

In attempting to attribute any outcomes and impacts to the programme, the evaluators should consider the difference between what has happened with and what would have happened without the programme. This implies that there should be consideration of the baseline conditions and trends in relation to the intended programme outcomes and impacts. This also means that there should be plausible evidence to attribute such outcomes and impacts to the actions of the project. Sometimes, adequate information on baseline conditions and trends is lacking. In such cases this should be clearly highlighted by the evaluators, along with any simplifying assumptions that were taken to enable the evaluator to make informed judgements about project performance.

As this is a final evaluation, particular attention should be given to learning from the experience. Therefore, the "why?" question should be at the front of the consultants' minds throughout the evaluation exercise. This means that the consultants need to go beyond the assessment of "what" the programme performance was, and make a serious effort to provide a deeper understanding of "why" the performance turned out the way it did, i.e. of processes affecting attainment of

programme results.

This should provide the basis for the lessons that can be drawn from the programme. In fact, the usefulness of the evaluation will be determined to a large extent by the capacity of the consultant to explain “why things happened” as they happened and are likely to evolve in this or that direction, which goes well beyond the mere assessment of “where things stand” today. The consultant could also provide recommendations for the way forward.

The methodology will be based on the UNDP Handbook on Planning, Monitoring and Evaluating for Development Results (attached). An overall approach and method for conducting project terminal evaluations of UNDP has developed over time. The evaluator is expected to frame the evaluation effort using the criteria of relevance, effectiveness, efficiency, sustainability, and impact.

Evaluation methodology includes the following steps: collecting the information needs to address the evaluation criteria and answer the evaluation questions, analyzing the data, interpreting the findings and report the results.

The methodology used in this evaluation should be based on:

- Preparation and review of the work plan approved by the Government of Norway, CONAFOR, UNDP and FAO.
- Collection of the project documentation
- Analysis of the project documentation with primary focus on:
 - Project document
 - Logical framework and the Indicator Monitoring System of the project
 - Legal agreement between Norway and UNDP,
 - National strategic and legal documents,
 - Reports produced
 - Field visits reports
 - Outputs developed (documents, workshops reports, capacity development materials, communication and dissemination materials, etc.)
 - Audit reports
 - Any other materials that the evaluator considers useful for this evidence-based assessment.
- Evaluation of project impacts
- Evaluation of the institutional capacity and governance of the project and the exit strategy
- Evaluation of the human and financial management of the project
- Evaluation of the use of human, technical and financial resources of the project
- Evaluation of compliance with regulations and project reports - whether they comply with the UNDP rules.
- Evaluation of the performance and achievements
- Produce a report with the whole evaluation
- Final report with the observations and comments received

To obtain project information and documents we had the support of the Project Coordination Unit, UNDP Mexico, FAO and CONAFOR, which is the project-executing agency. The evaluation must provide evidence-based information that is credible, reliable and useful. The evaluator is expected to follow a participatory and consultative approach ensuring close engagement with

government counterparts, donors, UNDP Country Office, project team and key stakeholders. The evaluator is expected to conduct a field mission to (to one of the intensive Carbon Monitoring Sites in Yucatán's Peninsula), including the following project sites (list). Also, relevant information was obtained for analysis of the project through a series of interviews with the following stakeholders:

OUTCOME 1

- Norway's International Climate and Forest Initiative, including Norad and Ministry of Climate and Environment
- National Forestry Commission (CONAFOR)
- Ministry of Environment and Natural Resources (SEMARNAT)
- National Commission for Knowledge and Use of Biodiversity (CONABIO)
- National Institute of Ecology and Climate Change (INECC)
- National Geography and Statistics Institute (INEGI)
- National Commission of Protected Areas (CONANP)
- National Autonomous University of Mexico (UNAM)
- Yucatan Scientific Research Center (CICY)
- The College of the Southern Border (ECOSUR)
- The College of Postgraduates (COLPOS)
- U Yool Che
- Canadian Forest Service
- US Forest Service
- North American Commission for Environmental Cooperation
- UNDP Mexico
- FAO Mexico

OUTCOME 2

- Norway's International Climate and Forest Initiative, including Norad and Ministry of Climate and Environment
- National Forestry Commission (CONAFOR)
- UNDP Mexico
- EMSA Executive Management and Technical Secretariat
- Mexican Agency for International Cooperation and Development (AMEXCID)
- MREDD Program
- REDD Program/CCAD-GIZ
- UNREDD-Regional MRV expert
- Honduras (ICF)
- Costa Rica (FONAFIFO)
- Colombia (IDEAM)

OUTCOME 3

- Norway's International Climate and Forest Initiative, including Norad and Ministry of Climate and Environment
- National Forestry Commission (CONAFOR)
- UNDP Mexico

A set of questions covering each of these criteria has been drafted and is included with this TOR (fill in Annex E) ***The evaluator is expected to amend***, complete and submit this matrix as part of

an evaluation inception report, and shall include it as an annex to the final report.

f. Implementation arrangements

The TE is a requirement of UNDP and Norad, and led by the UNDP Mexico Country Office as project Implementing Agency. The Project Coordination Unit (PCU) has overall responsibility for the coordination and logistical arrangements of the evaluation as well as day-to-day support to the evaluator (travel, accommodation, office space, communications, etc). The Project will also organize the site missions (if required).

The evaluation consultancy will be briefed by the UNDP Country Office, the PCU and CONAFOR upon the commencement of the assignment, and will also provide a terminal briefing. Other briefing sessions may be scheduled, if deemed necessary.

Payment modalities and specifications: The evaluators will be contracted directly from the project budget. The quality of the evaluator's work will be assessed by the assigned evaluation office in UNDP. If the quality does not meet the expectations, the evaluators will be required to re-do or revise (as appropriate) the work before being paid final installments.

The final work plan will be agreed upon by the UNDP CO, Project coordination unit, and the CONAFOR. The final report must be cleared and accepted by UNDP before being made public, therefore, the UNDP-CO, with the advice and support from the PCU, will have to formally clear the report.

g. Timeframe, resources, logistical support and deadlines

The total duration of the evaluation will be 45 days according to the following plan:

Activity	Timing
Preparation	4 days (recommended: 2-4)
Evaluation Mission	14 days (r: 7-15)
Draft Evaluation Report	16 days (r: 5-10)
Final Report	6 days (r: 1-2)

Preparation before field work: (5 days including travel time)

- Acquaintance with the project document and other relevant materials with information about the project (Annual Work Plans, Semiannual reports, etc.);
- Familiarization with overall development situation of country (based on reading of UNDP-Common Country Assessment and other reports on the country).
- Detailed mission programme preparation, including methodology, in cooperation with the UNDP Country office
- Initial telephone discussion with UNDP CO and the Project coordination unit

Mission: (14 days)

- Meeting with UNDP Country office team, FAO staff, Project Coordination Staff and CONAFOR staff;
- Meetings with key stakeholders in country

- Joint review of all available materials with focused attention to project outcomes and outputs
- Visit to Project site

Observation and review of completed and ongoing activities,(capacity development, awareness /education, sustainable use demonstration activities, community development, etc)

Interviews with key stakeholders on:

- Guadalajara, Jalisco
- Distrito Federal (Mexico City)
- Campeche, Campeche
- Pachuca, Hidalgo
- Felipe Carrillo Puerto, Quintana Roo
- Mérida, Yucatán

Draft report (16 days):

- Final interviews / cross checking with UNDP CO, PCU, and CONAFOR
- Drafting of report in proposed format
- Telephone review of major findings with UNDP CO, PCU, and CONAFOR
- Completing of the draft report and presentation of draft report for comments and suggestions within 2 weeks.

Final Report (6 days)

- Presentation of final evaluation report
- Validation by Norad, UNDP CO, the PCU, and CONAFOR

The final report should consider the outline provided in Annex D

h. Aspects to be considered in the evaluation

i. Project finance/co-finance

The Evaluation will assess the key financial aspects of the project, including the extent of co-financing planned and realized. Project cost and funding data will be required, including annual expenditures. Variances between planned and actual expenditures will need to be assessed and explained. Results from recent financial audits, as available, should be taken into consideration. The evaluator(s) will receive assistance from the Country Office (CO) and the Project Team to obtain financial data in order to complete the co-financing table below, which will be included in the terminal evaluation report.

Co-financing (type/source)	Partner Agency (mill. US\$)		Total (mill. US\$)	
	Planned	Actual	Actual	Actual
Grants				
Loans/Concession				
<ul style="list-style-type: none"> • In-kind support 				

• Other				
Totals				

ii. Impact

The evaluators will assess the extent to which the project is achieving impacts or progressing towards the achievement of impacts. Key findings that should be brought out in the evaluations include whether the project has demonstrated: a) verifiable improvements in Mexico's MRV capacity, b) verifiable increases in regional MRV capacity through south-south cooperation, c) Observable impacts of the South-South cooperation strategy (such as the positioning of Mexico as a reference in forest monitoring in Mesoamerica and the project's capability to meet the specific cooperation demands from EMSA countries on forest monitoring, and/or d) demonstrated progress towards these impact achievements.⁵

Additionally, the evaluators will comment on the potential impact of the project in the context of; 1) Mexico's national REDD+ efforts, 2) UN-REDD's regional REDD+ efforts.

iii. Conclusions, recommendations and lessons learned

The evaluation report must include a chapter providing a set of conclusions, recommendations for follow-up activities, and lessons learned.

The chapter should provide a strategic outline and recommendations through which the inputs generated by the Project can be sustained after its lifetime, and in the eventual implementation of a national REDD+ process.

iv. Implementation agreements

The principal responsibility for managing this evaluation resides with the UNDP CO in Mexico. The UNDP CO will contract the evaluator and ensure the timely provision of per diems and travel arrangements within the country for the evaluation team. The Project Team will be responsible for liaising with the Evaluators team to set up stakeholder interviews, arrange field visits, coordinate with the Government etc.

v. Evaluation deliverables

The evaluation team is expected to deliver the following:

Deliverable	Content	Timing	Responsibilities
Inception Report	Evaluator provides clarifications on timing and method	No later than 2 weeks before the evaluation mission.	Evaluator submits to UNDP CO
Presentation	Initial Findings	End of evaluation mission	To project management, UNDP CO

⁵ A useful tool for gauging progress to impact is the Review of Outcomes to Impacts (ROtI) method developed by the GEF Evaluation Office: [ROtI Handbook 2009](#)

Draft Report	Final report, (per annexed template) with annexes	Within 3 weeks of the evaluation mission	Sent to CO, Norad, PCU
Final Report*	Revised report	Within 1 week of receiving Norad and UNDP comments on draft	UNDP

*When submitting the final evaluation report, the evaluator is required also to provide an 'audit trail', detailing how all received comments have (and have not) been addressed in the final evaluation report.

2. Responsibilities, activities and products

1.	To implement a methodological framework as per the Handbook on Planning, Monitoring and Evaluating for Development Results for the evaluation of the project, which ensures the analysis of the relevance, performance and success of the project, including the sustainability of results
2.	The consultant will be responsible of presenting the evaluation report. It will define the methodology to be used, and the timeline for the inputs required for the report and the final revision.
3.	Analysis of the associated information of the project, and its implementation to prepare and present the evaluation report.
4.	Coordinate with other team members, if applicable, to comply with the timeline agreed for the reports and final revisions.
5.	With the support with the CONAFOR focal point and the UNDP CO, hold interviews with project associates. Take care of the logistics of the field visit, and ensure the timely delivery of the inputs for the consultancy.
6.	The consultant will be responsible to evaluate the design of the project and its advancements towards its established goals.
7.	Evaluate the relevance, sustainability, appropriation, monitoring, evaluation, effectiveness, efficiency, impact achievement, among other aspects.
8.	Evaluate the execution capacity of the different instances of the project, closely monitoring the capacity to fulfill its specific responsibilities.
9.	Evaluate how the project associates interact, keeping a clear definition of the specific roles.
10.	Make recommendations on the continuation of the functioning of the NFMS in the short, and medium terms
11.	Systematize and edit the information, and prepare a final report as per the Terms of Reference.

	Activities	Products	% payment
1.	Present the inception report, including the work plan, and the evaluation methodology in coordination with the rest of the evaluating team	Inception report, presenting the work plan (delivered in Microsoft word file document through email or USB).	

2.	Review project documentation. This documentation includes background, and the project design documents. Read and analyze informs and semiannual reports, meeting minutes of the Project Board, informs of the Project Coordination Unit, and internal and external audit reports (4 days, including transportation)	List of the required information for the analysis provided by the Project Coordination Unit and the UNDP CO. Analysis of the project information for the preparation of the report. (delivered in Microsoft word file document through email or USB).	20% Week 2
3.	Agree on the list of people, institution and organizations that will be interviewed, with at least 10 days of notice to the Project Coordination Unit, so as to be able to schedule those meetings, which will take place in Guadalajara.	List of people, institutions, and organizations to be interviewed, approved by the project, Norad, CONAFOR and UNDP (delivered in Microsoft word file document through email or USB).. Work plan approved by Norad, CONAFOR and UNDP (delivered in Microsoft word file document through email or USB)..	
4.	After the document revision, hold a meeting with the UNDP CO, the Project director and team of consultants for orientation and initial interviews (1 day)	Report of the initial interviews (delivered in Microsoft word file document through email or USB)..	30% Week 4
5.	Validation of the preliminary findings with the UNDP CO, and project associates, such as Norad, CONAFOR, and FAO through a verbal presentation (1 day). Globally evaluate the fulfillment of the norms and procedures of the administrative, financial, and reporting system, verifying that they are compliant with the financial rules and regulations of UNDP.	Preliminary interviews and validation of the information for the report (delivered in Microsoft word file document through email or USB). Minutes of the meetings held with UNDP CO, and the Project's associates (delivered in Microsoft word file document through email or USB).	
6.	Prepare the draft report and share it for comments (4 days) There will be a 10 days period so as to allow the stakeholders to review the report and send	First draft of the report for comments and clarifications (delivered in Microsoft word file document through email or USB)..	

	<p>comments. These comments will focus particularly in possible errors, not in questioning the evaluator's impressions.</p> <p>If differences exist in views and findings of the evaluating team and the stakeholders, these will be included in an clarifying annex in the final report</p>		
7.	Final revision of the report, including comments of stakeholders and team members	Mainstream comments and clarifications to the report in the final version (delivered in Microsoft word file document through email or USB).	50% Week 8
8.	Oral presentation of the main conclusions of the evaluation. The presentation will be delivered in the UNDP CO before the review mission has concluded, so as to be able to verify, validate and make clarifications on the conclusions of the evaluation.	Executive powerpoint presentation where the main findings are highlighted, as well as its associated recommendations.	
9.	Final review of the project, which will allow validation and/or gap identification regarding the criteria of relevance, effectiveness, efficiency, sustainability and impact.	Final report approved by Norad, UNDP CO, and CONAFOR (delivered in Microsoft word file document through email or USB).	

3. REQUIRED EXPERIENCE AND DEGREES

I) *Academic degrees:*

- Academic Degree in Forest or Environmental Sciences, Engineering, Climate Change, Public Policy or related fields.

II) *Previous experience:*

- Experience with projects on climate change, forestry management, international cooperation, natural resources management or related topics
- Experience in evaluations, monitoring and evaluation of the project under UNDP guidelines and/or Norad-funded projects
- Experience in projects with complex institutional arrangements
- Experience in projects related with the forestry sector, and institutional capacity building on monitoring processes and/or public policy evaluation.
- Experience in the design, implementation, monitoring and/or evaluation of projects linked to institutional capacity building, forestry development or similar projects in scale and scope.
- Experience in projects reviewing the fulfillment of administrative, financial and reporting rules, verifying that they comply financial rules of the UNDP and/or NORAD.
- Command over spoken and written English and Spanish (proof with language examination results, in case of non-native speakers)

III) Competencies:

- Working knowledge on governmental organizations, private sector and Civil Society Organizations related to the forestry sector
- Consultants with previous experience in monitoring and evaluation of UNDP implemented projects are invited to apply
- Knowledge of the environmental, political and economic reality of Mexico
- Command over the Logical Framework Methodology
- Experience in evaluating managerial and administrative projects designed on a results based focus
- Capacity to coordinate, lead and direct groups
- Ensure the independence of evaluation. The consultant will be free of potential conflicts of interests with institutions and associates of the project
- Skill to work under pressure and tight deadlines
- Communication skills

4. PROPOSAL EVALUATION.

The individual consultants will be evaluated with the following criteria:

***Cumulative analysis:** The contract will be awarded to the consultant that achieves the best technical-economic proposal. The technical proposal will be equivalent to 70% of the total, and the economic proposal 30%

Only those proposals totaling at least 700/1000 of the technical score points available will be susceptible of economic analysis.

Technical factor in % = (Score of the proponent/Maximum Score) x 70

Evaluation criteria		Maximum points	Offerors	
			A	B
1.1	Academic degree in natural resources management, forestry management, social sciences or similar Postgraduate degree – 50 points Bachelor's degree – 20 points	50		
1.2	Experience with projects on climate change, forestry management, international cooperation, natural resources management or related topics 3 + projects – 100 points 2 projects – 50 points	100		
1.3	Experience in evaluations, monitoring and evaluation of the project under UNDP guidelines and/or Norad-funded projects More than 5 years – 150 points 5 years – 100 points Less than 5 years – 0 points	100		
1.4	Experience in projects with complex institutional arrangements 2 or more projects – 100 points	100		

	1 project – 50 points No previous experience – 0 points			
1.5	Experience in projects related with the forestry sector, and institutional capacity building on monitoring processes and/or public policy evaluation. 2 or more projects – 150 points 1 project – 75 points No previous experience – 0 points	150		
1.6	Working knowledge on governmental organizations, private sector and Civil Society Organizations related to the forestry sector . This parameter will be evaluated through experience or studies on this matter on the CV. . Existing knowledge – 50 points No existing knowledge – 0 points	50		
1.7	Experience in projects reviewing the fulfillment of administrative, financial and reporting rules, verifying that they comply financial rules of the UNDP and/or NORAD 2 or more projects – 150 points 1 project – 75 points No previous experience – 0 points	150		
1.8	Mastery over the Logical Framework methodology, demonstrated with experience evaluating international projects (UNDP, GEF, etc.) Work experience with 2 or more projects – 100 points Work experience with 1 project – 50 points	100		
1.9	Experience evaluating managerial aspects and project administration under a results based focus 2 or more projects – 100 points 1 project – 50 points No previous experience – 0 points	100		
1.10	Command over the English language. Criteria to be demonstrated on CV, and with an executive summary of another project in English (details can be blurred out, it is merely for reference)	100		
Total possible points		1000		

Financial factor in % = (Price of the proponent/Minimum price) x 30

5. EVALUATION ETHICS.

The consultant will assume the highest level of ethical commitment and will sign the Code of Conduct upon accepting the contract (Annex C). UNDP evaluations will comply with the principles indicated in the UNEG Ethical Guidelines for Evaluation.

6. PAYMENT METHODS AND SPECIFICATIONS.

The consultancy will be funded with project funds, and the payment scheme is determined in section 2 of this document.

The quality of the final report will be evaluated by the UNDP CO, CONAFOR, and Norad. If the quality does not meet the requirements of the UNDP, the consultant will be required to rewrite or review the document before the last ministration.

The final report will have to be cleared by the UNDP CO, CONAFOR and Norad before being publicly used.

7. DOCUMENTS TO BE INCLUDED IN THE OFFER

The consultants will be required to provide the following documents:

#	Document	Format
1	Technical proposal which includes a brief description of: <ul style="list-style-type: none"> • The reasons that position the consultant as the best candidate • The methodological approach for the consultancy • The consultant must attach to his/her proposal a signed copy of the UNEG Code of conduct (See annex C) 	Free format
2	Economic proposal Use Format 1. The fees must include all taxes	Format 1
3	Resume Personal CV including past experience in similar projects with at least 3 references.	Free format
4	General conditions The general conditions of the contract that will be signed with the consultant	Annex III

8. ECONOMIC PROPOSAL

The financial proposal shall specify the amount of overall spending, and payment terms in relation to specific deliverables and measurable (qualitative and quantitative). Payments are based on the delivery of services specified on the table of expected results and activities. For the comparison of financial proposals, they shall contain a breakdown of the amount of overall spending (including travel, per diem, and anticipated number of working days subdivided in days for course preparation, travel, course implementation, post-processing and online support per person).

• Trips

All the travel expenses mentioned within this TOR MUST be included in the economic proposal. This will include all the trips necessary to and from the duty station. In general, UNDP will not accept travel expenses on fares over coach class. If a consultant wishes to travel in a better class, the expenses will not be covered by UNDP.

5 days in Mexico City, 6 days Guadalajara and 3 days in Yucatán for field visits, interviews and preparation of the report should be considered in the economic proposal.

If additional trips beyond the scope of this document are required, they will be covered by the Project.

Substantive annexes

Annex A: UNDP Handbook on Planning, Monitoring and Evaluating for Development Results

Annex B: Addendum June 2011 – Updated Guidance on Evaluation in the Handbook on Planning, Monitoring and Evaluating for Development Results

Annex C: Evaluation consultant code of conduct and agreement form

Annex D: Evaluation report Outline

Annex E: Sample evaluation questions

ANNEX A

<http://web.undp.org/evaluation/guidance.shtml#handbook>

ANNEX B

<http://web.undp.org/evaluation/evaluations/documents/handbook/addendum/Evaluation-Addendum-June-2011.pdf>

ANNEX C: EVALUATION CONSULTANT CODE OF CONDUCT AND AGREEMENT FORM

Evaluators:

1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.
4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.
6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study imitations, findings and recommendations.
7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.

Evaluation Consultant Agreement Form⁶

Agreement to abide by the Code of Conduct for Evaluation in the UN System

Name of Consultant: _____

Name of Consultancy Organization (where relevant): _____

⁶www.unevaluation.org/unegcodeofconduct

I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.

Signed at place ***on*** date

Signature: _____

ANNEX D: EVALUATION REPORT OUTLINE

- i. Opening page:
 - Title of the project
 - UNDP project ID#s.
 - Evaluation time frame and date of evaluation report
 - Implementing Partner and other project partners
 - Evaluation team members
 - Acknowledgements
- ii. Executive Summary
 - Project Summary Table
 - Project Description (brief)
 - Evaluation Rating Table
 - Summary of conclusions, recommendations and lessons
- iii. Acronyms and Abbreviations
(See: UNDP Editorial Manual⁷)
1. Introduction
 - Purpose of the evaluation
 - Scope & Methodology
 - Structure of the evaluation report
2. Project description and development context
 - Project start and duration
 - Problems that the project sought to address
 - Immediate and development objectives of the project
 - Baseline Indicators established
 - Main stakeholders
 - Expected Results
3. Findings
(In addition to a descriptive assessment, all criteria marked with (*) must be rated **8**)
- 3.1 Project Design / Formulation
 - Analysis of LFA/Results Framework (Project logic /strategy; Indicators)
 - Assumptions and Risks
 - Lessons from other relevant projects (e.g., same focal area) incorporated into project design
 - Planned stakeholder participation
 - Replication approach
 - UNDP comparative advantage
 - Linkages between project and other REDD+ efforts in Mexico and the Meso-American region
 - Management arrangements
- 3.2 Project Implementation
 - Adaptive management (changes to the project design and project outputs during implementation)
 - Partnership arrangements (with relevant stakeholders involved in the country/region)
 - Feedback from M&E activities used for adaptive management
 - Project Finance:

⁷ UNDP Style Manual, Office of Communications, Partnerships Bureau, updated November 2008

⁸ Using a six-point rating scale: 6: Highly Satisfactory, 5: Satisfactory, 4: Marginally Satisfactory, 3: Marginally Unsatisfactory, 2: Unsatisfactory and 1: Highly Unsatisfactory, see section 3.5, page 37 for ratings explanations.

- Monitoring and evaluation: design at entry and implementation (*)
 - UNDP and Implementing Partner implementation / execution (*) coordination, and operational issues
- 3.3 Project Results
- Overall results (attainment of objectives, including un-intended) (*)
 - Relevance(*)
 - Effectiveness & Efficiency (*)
 - Country ownership
 - Mainstreaming
 - Sustainability (*)
 - Impact
4. Conclusions, Recommendations & Lessons
- Corrective actions for the design, implementation, monitoring and evaluation of the project
 - Actions to follow up or reinforce initial benefits from the project on the national and international dimensions
 - Proposals for future directions underlining main objectives
 - Best and worst practices in addressing issues relating to relevance, performance and success
5. Annexes
- ToR
 - Itinerary
 - List of persons interviewed
 - Summary of field visits
 - List of documents reviewed
 - Evaluation Question Matrix
 - Questionnaire used and summary of results
 - Evaluation Consultant Agreement Form

ANNEX E: SAMPLE EVALUATION QUESTIONS

It is expected that as part of the work plan of the consultancy, the evaluator prepare a set of questions for interviews that allows to define the information that evaluation will generate. Questions that, when answered, will give intended users of the evaluation the information they seek in order to make decisions, take action or add to knowledge. Some examples:

- Were stated outcomes or outputs achieved?
- What progress towards the outcomes has been made?
- What factors have contributed to achieving or not achieving intended outcomes?
- What factors contributed to effectiveness or ineffectiveness?

Other questions may include:

i) Relevance

- The National Programme's relevance to Country needs; National development priorities as expressed in national policies and plans as well as in sector development frameworks;
- Robustness and realism of the theory of change underpinning the National Programme, including logic of causal relationship between inputs, activities, expected outputs, outcomes and impacts against the specific and development objectives and validity of indicators, assumptions and risks.
- Quality and realism of the National Programme design

ii) Effectiveness

- Extent to which the expected outputs have been produced, their quality and timeliness.
- Extent to which the expected outcomes have been achieved.
- Assessment of gender mainstreaming in the National Programme.

iii) Efficiency

- The evaluation will assess factors and processes that affected project results with particular attention to preparation and readiness of the project, country ownership, stakeholder involvement, effectiveness of national and local implementing agencies, financial planning and management and coordination mechanisms.
- Financial resources management of the National Programme
- Management and implementation of the National Programme

iv) Sustainability

- Major factors influencing the achievement or non-achievement of sustainability of the programme.
- The prospects for sustaining and up-scaling the National Programme's results by the beneficiaries after the termination of the initiative.

v) Impact

- Overall performance of the National Programme: extent to which the initiative has attained, or is expected to attain, its intermediate/specific objectives; this will also include the identification of actual and potential positive and negative impacts produced by the initiative, directly or indirectly, intended or unintended.

vi) Factors affecting performance

- Assessment of coordination mechanisms and decisions taken between the participating organizations to ensure joint delivery.
- Assessment of coordination mechanisms and decisions taken between the Government and the participating organizations to ensure programme outcomes are achieved.
- Assessment of coordination within and between Government ministries in order to ensure programme outcomes is achieved.
- Management and implementation of the National Programme

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated May 7th, 2015, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
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				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

General Terms and Conditions 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.