

REQUEST FOR PROPOSAL (RFP) for Evaluation of the Ensuring Participatory and Secure Transition (EPST) Project

NAME & ADDRESS OF FIRM	DATE: August 3, 2015	
	REFERENCE: UNDP/RFP/12/2015	

Dear Sir / Madam:

We kindly request you to submit your Proposal to assess the achievements made by the EPST Project. The detailed Terms of Reference is attached as Annex 4.

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

Proposals may be submitted on or before <u>5:00PM, 13 August 2015</u> via courier mail or by hand to the address below:

Deputy Country Director (Operations) United Nations Development Programme Ref: UNDP/RFP/12/2015 UN House, Pulchowk Lalitpur, Nepal

Your Proposal must be expressed in the English, and valid for a minimum period of 60 days.

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 corrupte file.

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: <u>http://www.undp.org/procurement/protest.shtml</u>.

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 : <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Deepak Shrestha Procurement Analyst 03 August 2015

Description of Requirements

Context of the Requirement	<i>lindicate project title or brief description of the project]</i> The Comprehensive Peace Accord, signed in 2006, ended Nepal's ten-year civil war and set forth a progressive agenda to address inequities, discrimination and grievances and to promote inclusion. The current fragmented and polarized political landscape has made achieving consensus on key peacebuilding issues extremely challenging. The institutions established to defuse tensions at national and local levels face challenges and, the general lawlessness and increased criminalization of society, an increase in impunity, and the rise in interpersonal and organized armed violence, including sexual and gender based violence which has eroded the state's capacity to provide security and maintain public order. Likewise, opportunities for Nepal's citizens to influence decisions that affect their peace and security concerns are also limited, and the voices of women and vulnerable groups remain broadly excluded.
	In order to address some of these causes and consequences of the underlying tensions and to consolidate peace and promote social cohesion, UNDP and UN Women Nepal subscribed to the partnership through a joint project in 2013. This collaboration takes the form of a two-year project funded through the UN Peace Fund Nepal (UNPFN). It draws together three existing UNDP and UN Women programmes in order to promote inclusive peacebuilding and security processes in six districts across the Central, Mid- West and Far West regions.
	The project aims to facilitate Nepal's complex post-conflict transition by fostering inclusive collaboration among a broad range of leaders, with an emphasis on women and vulnerable groups, and improving community security. Efforts will be focused on strengthening national capacity on collaborative leadership and dialogue across government, political party and civil society sectors at national and local levels, and supporting its application to reach consensus-based decisions on critical issues. The project will also aim to reduce armed and gender-based violence and improve community security through building trust, dialogue and collaboration between communities and security providers and strengthening security agencies' knowledge and approaches on community security. It will also empower women and vulnerable groups to lead and play active roles in peacebuilding, security and development processes and enhance national capacity to deliver National Action Plan commitments on Security Council Resolutions 1325 and 1820.
	 The project focuses on achieving three core outcomes: Political, resource and identity-based (PRI) conflicts addressed and shared agendas developed through applying collaborative leadership and dialogue in six project districts. Community security enhanced in districts most at risk of violence. Relevant government agencies1 explicitly address women's rights, protection, and participation in post conflict situations by implementing and monitoring
	the NAP on UNSCRs 1325 and 1820 As such, the final evaluation of this project is required in third quarter of 2015 to asses that the project has achieved what it promised to achieve and contributed to the overarching peacebuilding goals of its major donor UN Peace Fund for Nepal (UNPFN).
Implementing Partner of UNDP	UN Women

Brief Description of the Required Services ¹	The purpose of the evaluation is to evaluate the project for generating substantial evidence that the project has contributed towards trust, confidence and peaceful coexistence between communities is restored and violence is reduced through enhanced gender responsive and inclusive dialogue and collaboration among a broad range of 	
	• <u>improved community security</u> and	
	• <u>empowered women and vulnerable groups</u> in peace building	
	 More specifically; Assess and evaluate the progress of two partners in achieving peace building 	
	results (UNPFN strategic outcomes) through implementation of activities	
	• To assess the extent to which <u>national capacity on collaborative leadership and</u> <u>dialogue strengthened</u> across government, political party, youth leaders, women leaders and civil society sectors and supporting its application to reach consensus based decision on critical issues.	
	• To examine the progress toward improved <u>community security</u> and <u>reduced</u> <u>armed and gender based violence</u> .	
	• To evaluate efforts of the project at the national and local level for the implementation of the NAP on UNSCRs 1325 and 1820	
	• To evaluate what positive changes have this project been able to make in the lives of targeted conflict affected women in the project districts	
	• To <u>assess and evaluate efforts made to achieve joint action</u> of all agencies (UNDP-CPP, UNDP-AVRSCS and UN Women) in providing support interventions for the conflict affected women in program districts.	
	 To document main lessons learnt, best practices and propose 	
	recommendations to deliver services to conflict affected women in a more	
	effective and efficient way, in particular suggesting options for more integrated	
	programming and further harmonization.	
List and Description of	The evaluation team is expected to produce the following deliverables:	
Expected Outputs to be Delivered	Evaluation inception report detailing the evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered (which	
	methodology will be used) in a proposed schedule of tasks (evaluation	

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.

As specified in the ToR	
1	
30 September 2015	
21 August 2015	
35 days	
✓ As per the ToR	
Exact Address/es [pls. specify]	
Please refer to the deliverables in the ToR	
Deliverable basis	
UNDP Conflict Prevention Programme (CPP)	
 ○ List of key personnel met 	
 Evaluation matrix List of key personnel met 	
• Terms of reference, methodology, references, etc.	
• Annexes	
• Lessons	
Recommendations	
Conclusions	
impacts including link to evidence collected	
 Findings against evaluation criteria specified regarding outputs, outcomes, 	
Limitations, biases	
Transparent description of methodology (including a description of stakeholder participation)	
 Rationale for the evaluation at this time Transport description of methodology (including a description of stakeholder) 	
logic, history, organisation and stakeholders.	
• Introduction to project - Project clearly described, including context, purpose,	
Executive Summary	
• Title Page	
The final report is expected to adhere to UNEG Evaluation Report Guidance and cover findings with rating on performance. The report will include the following contents:	
• Presentation of the final evaluation to the Government of Nepal, UNDP/UN Women	
• End-line Survey	
Perception Survey	
Executive Summary	
Women, UNPFN and key Government counterpartsFinal evaluation report incorporating comments received and a clear succinct	
 Drait evaluation report with all major midnigs and recommendations Presentation of preliminary findings to Reference Group, including UNDP, UN 	
stakeholders from UNDP, UN Women and key Government counterpartsDraft evaluation report with all major findings and recommendations	
• Presentation of inception report to Reference Group, including key	

Special Security	Security Clearance from UN prior to travelling
Requirements	Completion of UN's Basic and Advanced Security Training
	Comprehensive Travel Insurance
	Others [pls. specify]
Facilities to be Provided	Office space and facilities
by UNDP (i.e., must be	□ Land Transportation
excluded from Price	
Proposal)	Others [pls. specify]
	🖾 Not Applicable
Implementation	
Implementation	
Schedule indicating	⊠Required
breakdown and timing	Not Required
of activities/sub-	
activities	
Company Registration	⊠Required
	Not Required
Company Profile	⊠Required
	Not Required
VAT/PAN Registration	⊠Required
	□ Not Required
List of projects	⊠Required
completed (Please	Not Required
indicate contract	
duration and contract	
value)	
Three Recommendation	☑ Required
Letters from the top	Not Required
three clients in terms of	
contract value for last	
three years	
Names and curriculum	☑ Required
vitae of individuals who	Not Required
will be involved in	
completing the services	
Currency of Proposal	United States Dollars
Currency of Proposal	
	☑ Local Currency
Value Added Tax on	must be inclusive of VAT and other applicable indirect taxes
Price Proposal ²	\Box must be exclusive of VAT and other applicable indirect taxes
Validity Period of	⊠60 days
Proposals (Counting for	🗌 90 days
the last day of	🗌 120 days
submission of quotes)	In exceptional circumstances, UNDP may request the Proposer to extend the
	validity of the Proposal beyond what has been initially indicated in this RFP.

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

	The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	 Not permitted Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)] 		
Payment Terms ³	Outputs	Percentage	
	Upon submission of agreed upon work planEvaluation inception report detailing the evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered (which methodology will be used) in a proposed schedule of tasks (evaluation matrix/framework) The inception report should also include a proposed schedule of tasks, evaluation tools, activities and deliverables.• Presentation of inception report to Reference Group, including key stakeholders from UNDP, UN Women and key Government counterparts• Draft evaluation report with all major findings and recommendations• Presentation of preliminary findings to Reference Group, including UNDP, UN Women, UNPFN and key Government counterparts• Final evaluation report incorporating comments received and a clear succinct Executive Summary• Perception Survey• End-line Survey• Presentation of the final evaluation to the Government of Nepal, UNDP/UN Women	20% 30%	

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	 The final report is expected to adhere to UNEG Evaluation Report Guidance and cover findings with rating on performance. The report will include the following contents: Title Page Executive Summary Introduction to project - Project clearly described, including context, purpose, logic, history, organisation and stakeholders. Rationale for the evaluation at this time TransparentFo description of methodology (including a description of stakeholder participation) Limitations, biases Findings against evaluation criteria specified regarding outputs, outcomes, impacts including link to evidence collected Conclusions Recommendations Lessons Annexes Terms of reference, methodology, references, etc. Evaluation matrix List of key personnel met 	50%
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Focal persons/managers of UNDP-CPP, UNDP-AVRSCS and UN representative from the major project partners	Women and
Type of Contract to be Signed	 ✓ Purchase Order ✓ Institutional Contract Contract for Professional Services □ Long-Term Agreement⁴ (if LTA will be signed, specify the docu will trigger the call-off. E.g., PO, etc.) □ Other Type of Contract [pls. specify] 	ment that
Criteria for Contract Award	 Lowest Price Quote among technically responsive offers Highest Combined Score (based on the 70% technical offer a price weight distribution) Full acceptance of the UNDP Contract General Terms and Co (GTC). This is a mandatory criteria and cannot be deleted regar nature of services required. Non acceptance of the GTC may be the rejection of the Proposal. 	nditions dless of the
Criteria for the Assessment of Proposal	Technical Proposal (70%) – 1,000 points☑ Expertise of the Firm – (300 points)☑ Proposed Work Plan and Approach – (500 points)☑ Personnel – (200 points)	

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<u>Financial Proposal (30%)</u>
	To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	 ✓ One and only one Service Provider □ One or more Service Providers, depending on the following factors: [Clarify fully how and why will this be achieved. <u>Please do not choose this</u> option without indicating the parameters for awarding to multiple Service <u>Providers</u>]
Annexes to this RFP⁵	 Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3)⁶ Detailed TOR (Annex 4) Others⁷ [pls. specify]
Contact for Inquiries (Written inquiries only) ⁸	Registry, UNDP Nepal UN House, Pulchowk, Lalitpur, Nepal Email: <u>registry.np@undp.org</u> Written inquiries must be submitted mentioning RFP Ref: UNDP/RFP/12/2015 (UG), on or before 5:00PM, 7 August 2015. UNDP shall respond to the inquiries through a bulletin by the next working day. Inquiries received after the above date and time shall not be entertained.
Other Information [pls. specify]	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. The Financial evaluation will be carried out only for the technically qualified submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.
	The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE</u> <u>COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed</u> <u>individually</u> and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer.
	The outer envelope shall be Addressed to:
	Deputy Country Director United Nations Development Programme UN House, Pulchowk Lalitpur, Nepal
	Marked with: UNDP/RFP/012/2015 – Assess the achievements made by the EPST Project

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ 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.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.</sup>

⁸ 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.

Summary	Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of firm / organisation submitting proposal	30%	300
2.	Proposed Work Plan and Approach	50%	500
3.	Personnel	20%	200
Total			1000

I. Expertise of firm / organisation submitting proposal (Points obtainable 300 Point	ts)	
1.1 Reputation of Organisation and Staff (Competence / Reliability)	50	
1.2 Litigation and Arbitration history	15	
1.3 General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	50	
1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	20	
1.5 Quality assurance procedures, warranty	20	
Sub total (1.1 to 1.5)	155	
1.6 Relevance of: (Points - 137)		
- Specialised Knowledge	60	
- Experience on Similar Programme / Projects	60	
- Experience on Projects in the Region	10	
- Work for UNDP/ major multilateral/ or bilateral programmes	15	
Sub Total for 1.6	145	
Total for Expertise of firm / organisation submitting proposal (I)	300	
II. Proposed Work Plan and Approach (Points obtainable 500 Points)		
2.1 To what degree does the Offeror understand the task?		40
2.2 Have the important aspects of the task been addressed in <i>sufficient detail?</i>	40	
2.3 Are the different components of the project adequately weighted relative to one another?	25	
2.4 Is there evidence that the proposal been prepared based on an in-depth understanding and <i>prior knowledge of the project environment?</i>	60	
	60 50	
understanding and prior knowledge of the project environment?		
understanding and <i>prior knowledge of the project environment?</i>2.5 Is the conceptual framework adopted appropriate for the task?	50	
 understanding and <i>prior knowledge of the project environment</i>? 2.5 Is the conceptual framework adopted appropriate for the task? 2.6 Is the scope of task well defined and does it <i>correspond to the TOR</i>? 2.7 Is the presentation clear and is the sequence of activities and the planning logical, 	50	
 understanding and <i>prior knowledge of the project environment?</i> 2.5 Is the conceptual framework adopted appropriate for the task? 2.6 Is the scope of task well defined and does it <i>correspond to the TOR?</i> 2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic <i>and promise efficient implementation to the project?</i> 	50 110 75	
 understanding and <i>prior knowledge of the project environment</i>? 2.5 Is the conceptual framework adopted appropriate for the task? 2.6 Is the scope of task well defined and does it <i>correspond to the TOR</i>? 2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic <i>and promise efficient implementation to the project</i>? Total for Proposed Work Plan and Approach (II) 	50 110 75	
 understanding and <i>prior knowledge of the project environment?</i> 2.5 Is the conceptual framework adopted appropriate for the task? 2.6 Is the scope of task well defined and does it <i>correspond to the TOR?</i> 2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic <i>and promise efficient implementation to the project?</i> Total for Proposed Work Plan and Approach (II) III. Personnel (Points obtainable 200 Points) 	50 110 75	

Professional Experience in the area of specialisation	30
Knowledge of the project district	20
Language Qualifications	10
Sub Total for Team Leader	85
3.2 Resource Economist/Natural Resource Expert	
Academic Qualification	25
Professional Experience in the area of specialisation	30
Knowledge of the project district	20
Language Qualifications	10
Sub Total for Senior Experts	85
3.3 Institutional Analyst with CC-DRM Expertise	
General Qualification	
Academic Qualification	20
Professional Experience in the area of specialisation	25
Knowledge of the project district	15
Language Qualifications	10
Sub Total for Researchers	70
3.4 Field Supervisor -1	
General Qualification	
Academic Qualification	10
Professional Experience in the area of specialisation	10
Knowledge of the project district	7
Language Qualifications	3
Sub Total for Researchers	30
3.5 Field Supervisor -2	
General Qualification	
Academic Qualification	10
Professional Experience in the area of specialisation	10
Knowledge of the project district	7
Language Qualifications	3
Sub Total for Researchers	30
Total for Personnel (III)	300
Grand Total (A+B+C+D)	1000

Annex 2

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 [specify date], 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;

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

- 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 and a work plan, 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.

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.

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

Financial Proposal Form

(To be submitted in an envelope separate from the technical proposal)

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Upon submission of agreed upon work plan	20%	
2	Upon submission of inception report	30%	
3	Upon the submission of satisfactory final evaluation report	50%	
	Total	100%	

*This shall be the basis of the payment tranches

Cost Breakdown by Cost Component

SN	Activities	Unit	Rate	No. of Days	Total NPR
Α	Key Human Resources				
	Evaluation Team Leader	1			
	Research Assistants	6			
	Sub Total A				
В	Field related Costs				
1	Travel Cost	Lumpsum			
2	Logistics cost to conduct focus group discussion meeting with project beneficiaries	Lumpsum			
		Unit	Rate	No. of Days	Total
3	DSA				
B3.1	Evaluation Team Leader	1			
B3.2	Research Assistants	6			
	Sub Total B				
С	Other Costs (if,any)	Lumpsum			
	Sub Total C				
D	Total (A+B+C)				
E	VAT 13%				
	Grand Total (D+E)				

N. B. Administrative and other associated costs, if any, should be built into the above headings proportionately.

Proposal will be disqualified if it does not follow the above price schedule format.

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

Annex 3

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, interalia 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 Contractor to perform any services under the Contractor.

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.

Terms of Reference for National Agency/Consultancy Firm/Institution to carry out the Final Evaluation of Peace in Nepal: Ensuring Participatory and Secure Transition (EPST) Project

A joint project of UNDP and UN Women

1. Background

The Comprehensive Peace Accord, signed in 2006, ended Nepal's ten-year civil war and set forth a progressive agenda to address inequities, discrimination and grievances and to promote inclusion. The current fragmented and polarized political landscape has made achieving consensus on key peacebuilding issues extremely challenging. The institutions established to defuse tensions at national and local levels face challenges and, the general lawlessness and increased criminalization of society, an increase in impunity, and the rise in interpersonal and organized armed violence, including sexual and gender based violence which has eroded the state's capacity to provide security and maintain public order. Likewise, opportunities for Nepal's citizens to influence decisions that affect their peace and security concerns are also limited, and the voices of women and vulnerable groups remain broadly excluded.

In order to address some of these causes and consequences of the underlying tensions and to consolidate peace and promote social cohesion, UNDP and UN Women Nepal subscribed to the partnership through a joint project in 2013. This collaboration takes the form of a two-year project funded through the UN Peace Fund Nepal (UNPFN). It draws together three existing UNDP and UN Women programmes in order to promote inclusive peacebuilding and security processes in six districts across the Central, Mid-West and Far West regions.

The project aims to facilitate Nepal's complex post-conflict transition by fostering inclusive collaboration among a broad range of leaders, with an emphasis on women and vulnerable groups, and improving community security. Efforts will be focused on strengthening national capacity on collaborative leadership and dialogue across government, political party and civil society sectors at national and local levels, and supporting its application to reach consensus-based decisions on critical issues. The project will also aim to reduce armed and gender-based violence and improve community security through building trust, dialogue and collaboration between communities and security providers and strengthening security agencies' knowledge and approaches on community security. It will also empower women and vulnerable groups to lead and play active roles in peacebuilding, security and development processes and enhance national capacity to deliver National Action Plan commitments on Security Council Resolutions 1325 and 1820.

The project focuses on achieving three core outcomes:

- 4. Political, resource and identity-based (PRI) conflicts addressed and shared agendas developed through applying collaborative leadership and dialogue in six project districts.
- 5. Community security enhanced in districts most at risk of violence.
- 6. Relevant government agencies1 explicitly address women's rights, protection, and participation in post conflict situations by implementing and monitoring the NAP on UNSCRs 1325 and 1820

As such, the final evaluation of this project is required in third quarter of 2015 to asses that the project has achieved what it promised to achieve and contributed to the overarching peacebuilding goals of its major donor UN Peace Fund for Nepal (UNPFN).

2. Purpose and objectives of the evaluation

The purpose of the evaluation is to evaluate the project for generating substantial evidence that the project has contributed towards trust, confidence and peaceful coexistence between communities is restored and violence is reduced through enhanced gender responsive and inclusive dialogue and collaboration among a broad range of leaders in targeted areas.

The general objective of this evaluation is to assess the achievements made by the EPST Project, particularly generating evidence that

- □ <u>fostered inclusive collaboration</u> among leaders,
- improved community security and
- empowered women and vulnerable groups in peace building

More specifically;

- Assess and evaluate the progress of two partners in achieving peace building results (UNPFN strategic outcomes) through implementation of activities
- □ To assess the extent to which *national capacity on collaborative leadership and dialogue* <u>strengthened</u> across government, political party, youth leaders, women leaders and civil society sectors and supporting its application to reach consensus based decision on critical issues.
- □ To examine the progress toward improved <u>community security</u> and <u>reduced armed and</u> <u>gender based violence</u>.
- □ To evaluate efforts of the project at the national and local level for the implementation of the NAP on UNSCRs 1325 and 1820
- □ To evaluate what positive changes have this project been able to make in the lives of targeted conflict affected women in the project districts
- □ To <u>assess and evaluate efforts made to achieve joint action</u> of all agencies (UNDP-CPP, UNDP-AVRSCS and UN Women) in providing support interventions for the conflict affected women in program districts.
- □ To document **main lessons learnt, best practices** and propose **recommendations** to deliver services to conflict affected women in a more effective and efficient way, in particular suggesting options for more integrated programming and further harmonization.

3. Rationale and Use of evaluation

Mandatory: Final evaluation

The evaluation findings and recommendations will be used by UNDP and UN Women country office to **replicate** the lessons learnt and good practices of the project in the **future projects** of the similar types.

Should the project design be revised, in light of one or more of the following areas:

- a. Being replicated elsewhere in the other districts
- b. Scaled up in the implementing districts

c. Move into a new phase of interventions especially in the context of another UN PBF project Localising Women, Peace and Security Agenda in Central Tarai of Nepal.

4. Evaluation scope

- Period to be Covered for evaluation : 16 March 2013 to 1 August 2015
- Geo coverage: National and six districts (Kanchanpur, Kailali, Bardiya, Banke, Parsa and Bara)
- Target groups and stakeholder coverage
 - Targeted beneficiaries, including conflict affected women, young women who joined the preparation class for the Public Service Commission Exam (PSCE)
 - Key stakeholders such as political leaders, communities, community leaders, government officials, security personnel and district level implementers like District Coordination Committee (DCC), Local Peace Committees (LPC) members, relevant officials at District Development Committees (DDCs).
 - National level stakeholders, including MoPR-NPTF, MoHA, MoWCSW, Local Development Training Academy (LDTA) etc
- Peace building results Component 1, 2, 3 (Indicator based on Result framework)
- The extent to which appropriate budgeting on gender, inclusion, M&E and conflict sensitivity was spent on respective peacebuilding activities as intended

5. Evaluation questions

The evaluation will be based on the standard OECD Development Assistance Committee (DAC) evaluation criteria (relevance, effectiveness, efficiency, impact and sustainability) and United Nations Evaluation Group (UNEG) HR/GE guidance (http://www.uneval.org/papersandpubs/documentdetail).

The evaluation questions and their rationale will be further refined by the consultant in consultation with UNDP-CPP, UNDP-AVRSCS and UN Women.

The final evaluation assesses the performance of the EPST project implementation against the following criteria and seeks to answer the following questions:

Relevance

- To what extent the EPST project's work is relevant in addressing the peacebuilding needs of the beneficiaries specifically those of women and vulnerable groups?
- To what extent is intervention is informed by gender and equity analyses that identify underlying causes and barriers to gender equality and greater equity?
- To what extent EPST project has been able to cater the needs of the beneficiaries in the changing context of peace building? If and when required an alteration of focus/strategy was the project flexible?
- What was done to understand the context and changes in context, including putting in place the feedback mechanisms, and how was this information used to modify plans?

- Is there any evidence that the project advanced any key national human rights, gender or inclusion policies and the priorities of UNDP, UN Women, including the UNDAF?
- How relevant was the geographic sites and the beneficiaries?

Effectiveness

- To what extent the planned outputs contribute towards the achievement of the planned outcome and what are the evidences to validate these claims?
- Has the project achieved its planned objectives? What were the major factors influencing the achievement or non-achievement of the objective?
- Is there an integration of equity and GE in ToC and results framework?
- Do women and men, and different disadvantaged groups, benefit differently from the project's activities? If so, why and in which way?
- How have the stakeholders been involved in implementation? What avenues did women and vulnerable groups have to influence how and what the project was delivering?
- Was any changes made in the project regarding approach, partnerships, beneficiaries etc. suggested by project mid-point assessment, context/risk analysis? Did it affect project results?

We may also have to look into outcome and output level results. The GRRSP project's final ToR will be helpful in terms of crafting a few key questions under the outcome and outputs.

Efficiency

- To what extent have resources (financial, human, institutional and technical) been allocated strategically?
- Could the activities and outputs have been delivered in fewer resources without reducing their quality and quantity?
- Were the project inputs and benefits fairly distributed amongst different genders and communities while increasing access for the most vulnerable? What factors influenced decisions to fund certain proposed activities, and not others?
- To what extent did UN coordination reduce transaction costs and increase the efficiency of EPST implementation?
- To what extent did the project create actual synergies among agencies and involve concerted efforts to optimise results and avoid duplication?
- To what extent did UN coordination reduce transaction costs and increase the efficiency of EPST implementation?
- To what extent did the project create actual synergies among agencies and involve concerted efforts to optimise results and avoid duplication?

Impact

- What changes, positive and negative, intended and unintended have happened as a result of the programme or project?
- What real difference has the activity made to the beneficiaries? Did the project assess its impact on gender and other social relations in the community and, if so, what strategies were used to address these?

Sustainability

- How sustainable (or likely to be sustainable) are the outputs and outcomes of the EPST project's interventions?
- Have the interventions created capacities for sustainable results?
- Did the project assess (and, when necessary, improve) conflict, gender and inclusion sensitivity capacities of its implementing partners and service providers?
- What is the level of ownership of the project by its stakeholders? Who will be able to take over the project after its phase out and are there sources to finance it?
- Did the project identify gender and inclusion gaps, success and lesson learned? What kind of dissemination strategy the project has outlined to share these lessons?
- How relevant, strong is the exit strategy of the project including upscaling of project results, securing further resources or continuation of activities in any other forms?
- To what extent the project has been able to enhance the partner organizations: i) organizational capacity; ii) self-sustainability of the economic activities by the end of the project period?

6. Methodology

Specific design and methods: Proposing consulting firm will develop

Method: Participatory, ensure the collection of disaggregated data, interrogate gender roles, be context and culturally sensitive and whenever possible, mixed (70% qualitative and 30% quantitative) methods. These include, but are not limited to:

- Desk review of relevant documents
- Field visits
- 3 to 5 Focus group meetings with project beneficiaries
- Discussions with the relevant programme staff of three UN participating agencies
- Interviews with relevant stakeholders both at national and districts level
- Case studies of relationship and results achieved with 3 major selected partners belonging to the three outcome areas
- Perception survey
- End-line survey

Existing information sources: The evaluator will need to make her/himself familiar with project related and other documents to engage with the background of the project and the situation of women's rights in the country.

Key documents in this regard include:

- <u>Project document</u> of the EPST project
- <u>Baseline study</u> report
- <u>Mid-term review report</u> of the EPST project
- Donor's reports (http://mptf.undp.org/factsheet/project/00085963)
- Meeting minutes of the PSCs

- United Nations Development Assistance Framework (UNDAF) 2013-2017 (http://un.org.np/reports/undaf-2013-2017)
- National Action Plan on UNSCR 1325 and 1820 (<u>http://www.peacewomen.org/assets/file/nepal_-nap.pdf</u>)
- Other relevant documents related to EPST project etc.
- Evaluation norms, guidelines and standards (UNEG website)
- Standards for Evaluation in the UN System
- Norms for Evaluation in the UN System
- Quality Checklist for Evaluation Reports
- UNEG Ethical Guidelines (<u>http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=102</u>)
- UNEG Code of Conduct for Evaluation in the UN system http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=100
- UNEG Guidance on HR and GE

7. Evaluation approach and ethics

The evaluation is expected to adhere to a framework supporting human rights-based (HRBA), resultsoriented and gender responsive monitoring and evaluation. Towards this purpose, the project evaluation will encompass the principles of gender equality and human rights, ensuring that the evaluation process respects these normative standards, and aims for the progressive realization of same by respecting, protecting and fulfilling obligations of non-discrimination, access to information, and ensuring participation through a combination of consultative and participatory evaluation approaches. For more details on human rights and gender equality in evaluations, please refer to the UNEG Handbook Integrating Human Rights and Gender Equality in Evaluation – Towards UNEG Guidance.

Evaluation in the UN will be conducted in accordance with the principles outlined in both Norms and Standards for Evaluation in the UN System by the UNEG "Ethical Guidelines for Evaluation". These documents will be attached to the contract. Evaluator is required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the evaluation.

The evaluation team is required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the evaluation. The UNEG Ethical Guidelines can be found here:

<u>http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=102</u>. The UNEG Code of Conduct for Evaluation in the UN system can be found here:

http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=100.

8. Duration of assignment and duty station

Duration of assignment: The evaluation is to be conducted in the months of 21 August to 29 September 2015 with 35 working days.

Duty station: The evaluator will be based in Kathmandu with travel to project districts during the consultation with the stakeholders in the districts.

9. Deliverables/Outputs

The evaluation team is expected to produce the following deliverables:

- Evaluation inception report detailing the evaluator's understanding of what is being evaluated and why, showing how each evaluation question will be answered (which methodology will be used) in a proposed schedule of tasks (evaluation matrix/framework) The inception report should also include a proposed schedule of tasks, evaluation tools, activities and deliverables.
- Presentation of inception report to Reference Group, including key stakeholders from UNDP, UN Women and key Government counterparts
- Draft evaluation report with all major findings and recommendations
- Presentation of preliminary findings to Reference Group, including UNDP, UN Women, UNPFN and key Government counterparts
- Final evaluation report incorporating comments received and a clear succinct Executive Summary
- Perception Survey
- End-line Survey
- Presentation of the final evaluation to the Government of Nepal, UNDP/UN Women

The final report is expected to adhere to UNEG Evaluation Report Guidance and cover findings with rating on performance. The report will include the following contents:

- Title Page
- Executive Summary
- Introduction to project Project clearly described, including context, purpose, logic, history, organisation and stakeholders.
- Rationale for the evaluation at this time
- Transparent description of methodology (including a description of stakeholder participation)
- Limitations, biases
- Findings against evaluation criteria specified regarding outputs, outcomes, impacts including link to evidence collected
- Conclusions
- Recommendations
- Lessons
- Annexes
 - Terms of reference, methodology, references, etc.
 - Evaluation matrix
 - List of key personnel met

10. Mode of payment

On the installment basis –20% upon submission of agreed upon work plan, 30% upon submission of inception report and the final 50% upon the submission of satisfactory final evaluation report.

11. Evaluation Work Plan

Time frame for the evaluator/consultant (35 working days)

Activity	Product	Number of days (Approx)	August	September
Preparation & Initial Desk Review				
Initial desk review of relevant documents by evaluation team		5	x	
Inception meeting with Reference Group (project focal points/managers from UNDP-CPP, UNDP-AVRSCS and UN Women)		¥2	x	
Draft an inception report		2	x	
Receive comments from UNDP-CPP, UNDP-AVRSCS and UN Women and Reference Group	Inception report	3 (no time implicatio n for consultan t)	x	
Finalize the inception report by incorporating the comments		2	x	
Data Collection and Analysis				
				x
Conduct field trips to collect data according to the evaluation framework in the inception report Consolidate/collate the	Power Point (PPT) presentation on preliminary findings	7		x
data/information collected – 4 days Sharing of preliminary findings with UNDP-CPP, UNDP-AVRSCS and UN Women		1/2		x
Finalize evaluation report and Dissemination of Evaluation Results				
Draft the first report	First Draft report	3		x
UNDP-CPP, UNDP-AVRSCS and UN Women comments on the report		4 (no time implicatio n for consultan t)		x
Prepare the second draft report by incorporating the comments	Second Draft Report	3		x
The evaluation team conducts a report consultation workshop with	Workshop and PPT presentation	1		x

the reference group and			
stakeholders			
Incorporate comments and feedback			
from the report consultation	Final evaluation	2	X
meeting and finalize the full	report	2	x
evaluation report			
Submission of final report to UNDP-			
CPP, UNDP-AVRSCS and UN Women			
and sharing of report/findings by		1	х
UNDP-CPP, UNDP-AVRSCS and UN			
Women among stakeholders			
Total		35	

12. Evaluation Management

EPST is a joint project of UNDP-CPP, UNDP-AVRSCS and UN Women. UNDP-CPP is the lead agency in terms of implementing the project.

Management of the evaluation:

The evaluation team will work in close collaboration with UNDP-CPP, UNDP-AVRSCS and UN Women as per the management structure presented in the table below:

Who: Actors and Accountability	What: Roles and Responsibilities
Reference group (Focal persons/managers of UNDP-CPP, UNDP- AVRSCS and UN Women) and representatives from major project partners	 Safeguard the independence of the evaluation exercise and ensure quality of evaluation Participate in inception meeting, comments on a draft inception report, and a draft evaluation report. Ensure the quality of the management response and follow-up actions Provide overall all supervision to the consultant to carry out the evaluation Responsibility of management responses to the evaluation
Monitoring and Evaluation Officers from UNDP-CPP, UNDP-AVRSCS and UN Women	 Manage the evaluation and ensure that the evaluation is conducted in accordance with the Code of Conduct for Evaluation in the UN System Safeguard the independence of the evaluation exercise and ensure quality of review Provide inputs/comments in finalization of the inception and evaluation report
Project Coordination Officer, EPST	• Get engaged from the beginning till end of the overall final evaluation process

	 Provide all the documents/ information sources that the consultant requires Provide overall guidance to the evaluation process Provide inputs in finalization of the evaluation report Facilitate a management response to evaluation and ensure the implementation of committed actions in the management response Clarify questions raised during the evaluation Safeguard the independence of the evaluation exercise and ensure quality of review Coordinate overall process both at national and district level during the evaluation Coordinate with the local partners for field level meetings/interviews during the evaluation process Ensure timely submission of the reports by the consultant to UN Women Help arrange the travel to the project site and other logistic issue Provide inputs/comments in finalization of the final evaluation report
Implementing partners of the three projects at the local level	 Support in coordinating the meetings of the consultant with the stakeholders Support to organize discussions with beneficiaries
Evaluation Team Leader	 Lead the overall evaluation process Supervise the Team Member Lead the inception phase including the conceptualization and design of the evaluation, and the consultation process with stakeholders (workshop) Visit the beneficiaries and other stakeholders in the field and in Kathmandu Responsible for shaping the findings, conclusions, and recommendations of the report, Responsible for the overall editorial quality of the final product Effectively communicate with reference group and stakeholders
Research Assistants	 Support the overall evaluation process, conduct field

visits to gather information, analyse data and information and prepare sections of report
 Coordinate with the Team Leader Manage required logistics: office space,
administrative and secretarial support, telecommunications, printing of documentation,
methodological tools etc during overall evaluation

13. Team composition

The evaluation team should consist of a Team Leader (national) responsible for ensuring the quality of the overall final evaluation and six research assistants (national) will conduct the end-line and perception surveys. The team members should have strong evaluation, data collection and analysis skills. The proposal should outline the skills, experiences, qualifications and other relevant competencies such as language capabilities and detail tasks of the team leader and research assistants.

14. Qualification, specialized knowledge/experience and skills required

Team Leader

- Master's Degree Sociology, gender studies, political science or other related fields with minimum 7 years of work experience, specifically in the area of evaluating international development oriented initiatives and organizations
- Strong background in Human Rights Based Approach programming and Results Based Management especially in the area of peace and security, women's empowerment and gender equality
- Extensive knowledge of, and experience in applying, qualitative and quantitative research and evaluation methods
- Experience on qualitative research methods, for example: document reviews, in-depth interviews, focus groups, direct and participatory community-based observation experience with participative evaluation techniques, such as 'the most significant change' evaluation approach, "making the case" and other
- A strong record in designing and leading reviews and evaluations
- Data analysis skills
- Process management skills such as facilitation skills
- Experience in gender analysis and human rights.
- Knowledge of the role of the UN and its programming is desirable
- Excellent analytical skills and communication skills
- Demonstrated excellent report writing skills in English
- Experience on women, peace and security issue would be an added advantage

- Excellent computer skills in MS Word and Excel

Research Assistants (6)

- Bachelor's degree from a recognized university in research/social sciences/development evaluation
- 2 years of work experience, specifically in the area of evaluating international development oriented initiatives and organizations
- Technically sound in collecting quantitative and qualitative data
- Familiarity with the concepts related to gender equality, peace and security
- Experience in supporting evaluation team on administration