



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: May 30, 2016
	REFERENCE: UNDP/RFP/11/2016

Dear Sir/Madam:

We kindly request you to submit your Proposal for Outcome Evaluation of the UNDP Country Program Outcome 5 - Institutions, systems and processes of democratic governance are more accountable, effective, efficient and inclusive and Outcome 6 - Tiers of government established and function to meet the provisions of the new federal constitution. 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 5.30 pm on 21 June 2016 and via email, courier mail or fax to the address below:

Ref: UNDP/RFP/11/2016
The Registry,
United Nations Development Programme
UN House, Pulchowk, Lalitpur, Nepal

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

A pre-bid meeting will be held on 5 June 2016 at 15.00 hours (Nepal Standard Time) in UN House, Pulchowk, Lalitpur, Nepal.

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/procurement/protest.shtml>.

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,



Deepak Shrestha
Procurement Analyst

Description of Requirements

Context of the Requirement	<p><i>[indicate project title or brief description of the project]</i></p> <p><i>UNDP Nepal Country Office is planning to carry out Outcome evaluation of UNDAF/CPD outcome 5 and 6 engaging national and international company/firms.</i></p> <p><i>This outcome evaluation is to evaluate the collective results through UNDP support in terms of (i) strengthening the system and process of the country's governance to make it inclusive, accountable and effective leading to improve public service delivery, and (ii) constitution building and federalization process including administrative restructuring in the context of transitioning country into the federal form of governance. The outcome evaluation will assist UNDP in gaining a better understanding of the following aspects of its interventions: Assessment of the extent to which the planned outcomes have been or likely to be achieved by the end of 2017, given the assessment of the political, social and administrative context of the country during the Program period. Evaluation of the outputs under the outcomes if they have been achieved or are likely to be achieved during the Program period.</i></p>
Implementing Partner of UNDP	
Brief Description of the Required Services ¹	<p>Outcome Evaluation of the UNDP Country Program Outcome 5 - Institutions, systems and processes of democratic governance are more accountable, effective, efficient and inclusive and Outcome 6 - Tiers of government established and function to meet the provisions of the new federal constitution.</p> <p>The company/firm will be responsible to hire a pool of experts, nationals and international to carry out this task. The team leader (international) needs to have particular experiences, knowledge and understanding of the constitution building process focusing on federalization/decentralization and the transition management associated with them and will be responsible to lead in those areas during the evaluation process. The team leader's role will be to guide the national consultants and prepare consolidated reports.</p>
List and Description of Expected Outputs to be Delivered	Final Outcome Evaluation Report

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.

Person to Supervise the Work/Performance of the Service Provider	ACD Governanc Unit
Frequency of Reporting	[indicate if daily, weekly, monthly, or as needed] Forth-nightly
Progress Reporting Requirements	Please see the schedule for submission of deliverables in the TOR
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	2 months
Target start date	10-Jul-16
Latest completion date	9 Sept. 2016
Travels Expected	As specified in the TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others [pls. specify]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Company Registration	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Company Profile	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
VAT/PAN Registration	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
List of projects completed (Please indicate contract duration and contract value)	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
List of major clients with detailed contact address for last three years	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency

Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																							
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 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 <input type="checkbox"/> 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	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Inception report</td> <td>20%</td> <td></td> <td rowspan="5"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Draft report</td> <td>50%</td> <td></td> </tr> <tr> <td>Final report</td> <td>30%</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Inception report	20%		Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Draft report	50%		Final report	30%							
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Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	[pls. indicate designations, not names] ACD Governanc Unit																							
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services																							

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

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.

	<input type="checkbox"/> Long-Term Agreement ⁴ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers <input 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 14% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 21% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 35% <p><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.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <u>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</u>
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others ⁷ [pls. specify]

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.

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.

<p>Contact Person for Inquiries (Written inquiries only)⁸</p>	<p>UNDP Nepal UN House, Pulchowk, Lalitpur, Nepal Email: query.procurement.np@undp.org</p> <p>Written inquiries must be submitted mentioning RFP Ref: UNDP/RFP/11/2016, Nepal Standard Time by 5.30 pm on 4 June 2016 (Nepal Standard Time). UNDP shall respond to the inquiries during the pre-bid meeting and the minutes of the pre-bid meeting shall be uploaded in the website http://www.np.undp.org/content/nepal/en/home/operations/procurement.html. Inquiries received after the above date and time shall not be entertained.</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>
<p>Other Information [pls. specify]</p>	<p>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed 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.</p> <p>The outer envelope shall be</p> <p>Addressed to:</p> <p style="text-align: center;">The Registry, United Nations Development Programme UN House, Pulchowk, Lalitpur, Nepal</p> <p>Marked with: UNDP/RFP/11/2016 - Outcome Evaluation of the UNDP Country Program Outcome 5 - Institutions, systems and processes of democratic governance are more accountable, effective, efficient and inclusive and Outcome 6 - Tiers of government established and function to meet the provisions of the new federal constitution.</p>

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.

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;*
- 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, contract 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

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

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 <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	Inception report	20%	
2	Draft report	50%	
3	Final report	30%	
4			
3			
	Total	100%	

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

E. Cost Breakdown by Cost Component :

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total
I. Personnel Services				
1. Services from Home Office				
1 Team Leader (International)			1	
2 Senior National Consultant			1	
3 National Consultant			1	
2. Services from Field Offices				
1 Team Leader (International)			1	
2 Senior National Consultant			1	
3 National Consultant			1	
II. Out of Pocket Expenses				
1. Travel Cost				
2. DSA				
i. Team Leader (International)				
ii. Senior National Consultant				
iii. National Consultant				
3. Stationery Cost				
4. Cost associated with the field work such as meetings, interviews and focussed group discussion (a				

detailed break down may be presented in a separate sheet)				
Subtotal (I + II)				
VAT 13% (if applicable)				
Grand total				
Grand total (In words)				

Note:

Administrative and other applicable associated costs need to be built into the one or more of the above cost items.

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

Number of personnel to deliver the services has been set by UNDP as indicated on the table above.

[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.

UNDP NEPAL
Terms of Reference
Outcome Evaluation: Country Programme Document (outcome 5 and 6)

1. Background and Context:

In November 2006, Nepal's decade-long armed conflict ended with the signing of the Comprehensive Peace Agreement (CPA) between the Government of Nepal and the then Communist Party of Nepal (Maoist). A central pillar of this accord is adopting of a new constitution that grants equal rights and opportunities to all Nepali citizens. In April 2008, a Constituent Assembly (CA) election was held with a mandate to complete the new Constitution by May 2010. However, due to political fluidity the Constitution could not be promulgated on timely manner and as a result, the term of the CA had to be extended several times, spanning over two years.

Despite these extensions, the Constitution could not be promulgated because the political parties failed to reach consensus on key constitutional issues (e.g., number and demarcation of provincial boundaries, forms of governance etc) and the CA was dissolved, triggering a scenario unforeseen by the Constitution. Ultimately, the major political forces agreed to establish a neutral, caretaker government, which would also hold elections for the 2nd Constituent Assembly in November 2013.

In the aftermath of the devastating April and May earthquakes that hit the country, the 'major' political parties came up with 16 point agreement in terms of finalizing the Constitution, among others, building on the achievements of the first CA. Also, they decided to promulgate the Constitution based on consensus and if no consensus forged, they decided to follow the voting procedures in delivering the Constitution. Finally, the second CA adopted the constitution on 20 September 2015 by majority.

Despite the fact that the constitution was promulgated with an overwhelming support of CA members, about half a dozen southern plains-based Madhesi political parties boycotted the constitution writing process alleging that the major political parties had back-tracked from the provisions contained in the Interim Constitution, 2007. Their fundamental differences lied in the demarcation of the provincial boundaries, proportional inclusion in the state structures, electoral system and citizenship provisions. The issue of demarcation of the provincial boundaries has not made much headway even after the amendment of the Constitution in January, 2016 and the identity-based political parties are still in agitation.

In addition to this, the political fluidity has also hugely impacted the service delivery and accountability at the local level mainly due to the absence of the elected local bodies for more than 1.5 decades as no elections have been held after the tenure of the elected representatives came to end in 2002 when the Maoist insurgency was at its peak. Since then the local governance has largely been led by bureaucrats assigned for the duty, often in coordination with local political actors.

In the absence of the elected local bodies, the government has created Ward Citizen Forums (WCFs) in each of the wards of the all Village Development Committees and Municipalities. The WCFs have been serving as proxy representatives at the local level and have been quite involved in the local planning and civic oversight process. UNDP has been supporting the mechanism to promote voice and accountability at the local level.

UNDP Nepal new Country Program started in 2013 based on UN Development Assistance Framework (UNDAF) for a five-year period (2013-17). The Country Program Document

(CPD) and the Country Program Action Plan (CPAP) were formulated in parallel with the UNDAF based on the principles of human rights, gender equality, environmental sustainability, capacity development, and result based management. The CPD and CPAP contribute to 9 out of the 10 UNDAF outcome areas. These outcome areas are aimed at advancing equality and equity, protecting development gains, creating an enabling environment for enhanced international cooperation etc. and primarily focus on strengthening the quality of democracy, the social contract between the State and citizens, and the effectiveness and accountability of governance.

Overall, UNDP's support in relation to the governance covers a wide range from strengthening parliament and local government bodies to electoral reform to public administration reform. Inclusive democratic governance, effective accountability efficient service delivery and institution building are at the core of UNDP contribution.

The UNDAF Outcomes were originally drafted under the assumption that a new constitution would be promulgated latest by May 27, 2012 as the Interim Constitution did not expect the CA to be dissolved without delivering the Constitution. Therefore, most of the targets set out for these outcomes were meant to support the federalization process of the country and associated transition management under the overall framework of the new federal constitution could not be met.

Given this fluid and fast evolving political context, unlike the assumption of the UNDAF, UNDP, as a key player in the area of governance, started responding to the changing needs and priorities of the country while aligning the support with the overall objective of CPAP. For example, after the dissolution of the CA, UNDP supported heavily the election of the second CA which contributed to the fair and credible election of the CA.

Similarly, UNDP supported the CA not only in the writing of the Constitution but also made the case to build on the work done by the first CA. In parallel, UNDP provided support to the executive to get ready to implement the Constitution such that transition to the federal government is smooth and the service delivery least disruptive.

UNDP in Nepal, however, has had to readjust its interventions to respond to the emerging needs as the political context and events unfolded. As the UNDAF and CPD were already approved or were already in the advanced process of being approved, it was not possible to change the outcome and output statements in these strategic frameworks and plans. Instead, UNDP took advantage of its annual review of CPAP with the Coordinating Agency (i.e. MoF) to introduce changes in indicators or add new indicators/targets to the CPAP while the project documents were pitched at results that were needed to respond to the new needs in the area of governance. For example, a new indicator was set for outcome 6, output 6.2.

This terms of reference is prepared to assess UNDP contribution towards UNDAF/CPD/CPAP outcomes 5 and 6. This TOR outlines the scope, methodology specific deliverables, and relevant human resource requirement for the evaluation and will serve as a point of reference throughout the evaluation process.

2. UNDAF/CPD Outcomes 5 and 6

Outcome 5 basically covers the broader systems and processes of democratic governance, such as electoral reform and strengthening local governance, whereas Outcome 6 tries to address the more specific governance needs of transitioning into a federal system of governance as envisioned by the Interim Constitution of Nepal, 2007. The details of outcomes and their outputs are as below:

Outcome 5: Institutions, systems and processes of democratic governance are more accountable, effective, efficient and inclusive.

Output 5.1: Election Commission of Nepal has the capacity to conduct credible, inclusive and transparent elections.

Output 5.2: Provincial and local bodies can plan, budget, monitor, report and deliver inclusive government services.

Output 5.3: Provincial, district and local bodies have improved capacity to access additional financial resources in equitable and appropriate ways.

Outcome 6: Tiers of government established and function to meet the provisions of the new federal constitution.

Output 6.1: National institutions, policies and legislation reviewed from inclusion and gender perspectives, and developed in line with the provisions of Nepal's inclusive federal constitution.

Output 6.2: Civil service has the capacity to meet the needs of the inclusive federal constitution and government structures.

Output 6.3: National and provincial legislatures, executives and other state bodies have necessary capacities to fulfil their accountabilities to vulnerable groups.

As explained above, some of the assumptions behind these outcome and output statements did not hold true as the political development towards a new constitution took many unforeseen turns. While Nepal now has a new constitution, its implementation is taking longer time than expected hence establishing a federal structure with tiers of government is likely to be time-taking. With the remaining time in this current program cycle (i.e. 1.5 years), and given the contestations surrounding provincial boundaries and number of provinces, it is unlikely that much can be achieved in terms of outcomes six. Despite this situation, however, UNDP could not change the outcome and output statements because of corporate procedures. Therefore, a theory of change has been modified to reflect UNDP's contributions in response to the evolving political context.

This TOR outlines the scope, methodology specific deliverables, and relevant human resource requirement for the evaluation and will serve as a point of reference throughout the evaluation process.

3. Evaluation of the outcomes

3.1 Evaluation Purpose:

The purpose of this evaluation is to take stock and evaluate UNDP contribution towards inclusive and accountable governance through CPAP outcomes 5 and 6.

3.2 Evaluation Objective

The overall objective of this outcome evaluation is to assess whether and to what extent the planned outcomes for 5 and 6 have been or are being achieved and to what extent UNDP support has contributed and is likely to contribute towards achieving the outcomes.

The evaluation findings will be mainly used to correct/customize the implementation of UNDP support for the remaining period of the Program cycle and to distil lessons for planning, formulation and implementation of the new Country Programme Document.

3.3 Evaluation Scope

This outcome evaluation is to evaluate the collective results through UNDP support in terms of (i) strengthening the system and process of the country's governance to make it inclusive, accountable and effective leading to improve public service delivery, and (ii) constitution building and federalization process including administrative restructuring in the context of transitioning country into the federal form of governance.

The outcome evaluation will assist UNDP in gaining a better understanding of the following aspects of its interventions:

Assessment of the extent to which the planned outcomes have been or likely to be achieved by the end of 2017, given the assessment of the political, social and administrative context of the country during the Program period. Evaluation of the outputs under the outcomes if they have been achieved or are likely to be achieved during the Program period,

Assessment of the transmission mechanisms by which the outputs contribute to the achievement of the specified outcomes

Review of major factors that facilitate and/or hinder the progress in achieving the outcome, both external and internal (within UNDP intervention)

3.4 Evaluation Questions:

The evaluation will be conducted against the following evaluation criteria;

Relevance

- To what extent do the intended outcome and the relevant outputs address national priorities given the evolving national priorities and needs?
- Have UNDP interventions been relevant to address the problems of women and socially excluded groups in the change political context of the Country?
- Has UNDP been able to adapt its programming under outcome 5 and 6 to address priority needs of the country?

Effectiveness

- To what extent the planned outcomes have been or are likely to be achieved?
- Are there any unexpected outcome(s) being achieved beyond the planned outcome?
- If the outcomes are not being achieved, what would be the reasons? What could be the challenges to achieve the outcome?
- Has UNDP best utilized its comparative advantage in deciding to deliver the planned outcomes and outputs?
- What are the key gaps that UNDP interventions could address considering its comparative advantage that would significantly contribute to the achievement of the outcome?
- Has UNDP's partnership strategy and its implementation approach been appropriate and effective in contributing to the outcome?

- To what extent the results both at the outcome and output levels benefit women and men equitably particularly in the transition period of the country?
- To what extent the results at the outcome and output level benefits marginalised groups particularly in the transition period of the country.
- Is the current set of indicators, both outcome and output, effective in informing the progress made towards the outcomes?
- What factors have contributed to achieving or not achieving the outcomes?

Efficiency

- How have different UNDP programs as well as other organizations built on each other's work to contribute to the outcome?
- How have other UN agencies interventions been complementary to achieve the outcomes of UNDP supported initiatives?
- Is there an opportunity for UNDP to add value to other UN agencies work?
- Has UNDP been cost effective in delivering the results contributing to the outcomes?

Sustainability

- How strong is the level of ownership of the results by the relevant government entities and other stakeholders?
- What is the level of capacity and commitment from the Government and other stakeholders to ensure sustainability of the results achieved?
- To what extent has UNDP been able to respond for enhancing the sustainability of the outcome /output results?
- What could be done to strengthen sustainability?

Evaluation team is required to assess the UNDP contribution to the outcomes through the following projects and related interventions:

The outcomes 5 and 6 are being contributed by the following key initiatives:

(i) The Election Support Project (ESP) 2012- 2017

The ESP provides technical assistance to the Election Commission of Nepal (ECN) for institutional strengthening and professional development following the electoral cycle approach. The project has three core objectives: to strengthen the capacity of the ECN to function as a permanent, independent, credible and professional institution of governance; to ensure election cycle is conducted in an effective, sustainable, and credible manner and to Increase democratic participation of voters in the electoral cycle , particularly of under-

represented and disadvantaged segments of the Nepali society. To achieve the objectives, the ESP provides assistance to the ECN in the following core areas: biometric voter registration, electoral mapping and geographic information system, public outreach and voter education, electoral security and electoral dispute resolution, policy support through development of strategic plan and its implementation, gender and social inclusion etc. A total budget is USD 24.6 million and is implemented in partnership with European Union, DFID, Norway and Denmark.

(II) Local Government and Community Development Programme (LGCDP II) and its Policy and Programme Support Facility) 2013-2017

The LGCDP- II is a national programme funded by the Government of Nepal and 12 development partners. The stated goal of LGCDP II is to contribute towards poverty reduction through better local governance and community development. The national programme covers both the demand and supply dimensions of local governance and is implemented nationwide under the leadership of the Ministry of Federal Affairs and Local Development.

UNDP has been partnering in the Program in two ways: 1. as a provider of TA under the Policy and Program Support Facility (PPSF) and a member of the Joint Financing Arrangement (JFA).

The Policy and Program Support Facility (PPSF), a United Nations Joint Programme, brings together three UN agencies: UNDP, UNCDF and UNV. The main objective of PPSF is to support effective implementation of LGCDP II at all levels through the provision of technical assistance with prime focus on three main areas:

- Programme implementation, through the provision of national TA at the centre, in the regions and at the local level,;
- Policy, field testing and innovation, and capacity development, through the provision of TA, seed funding, operations and logistics;
- Coordination and oversight, through the establishment of a Development Partner Coordination Cell (DPCC) and the deployment of TA for the purposes of fiduciary assessments, and technical reviews and evaluations.

The PPSF is being funded by DFID, the Government of Norway, and the Government of Denmark, UNDP, UNCDF and UNV. The total budget of PPSF is USD 16 million, out of which one million is unfunded.

(III) Project to Prepare the Public Administration for State Reforms (PREPARE) 2013-2016:

The project aims to provide technical support to the relevant government institutions to get prepared for administrative restructuring and reforms in the context of the new federal constitution. The project has been providing support for policy review on inclusive aspects of administration, addressing the individual and institutional capacity issues. It is also, undertaking functional analysis and assignment of major service delivery sectors of the government to help the policy makers to make decision regarding assignment of functions and responsibilities of the different tiers of the government and has created a basis for the reorganization of the civil service along federal lines. Likewise, the transition management plan provides a broad framework for federalizing the administration by distilling the requirements in terms of developing new laws and policies, development of new institutions, reorganization of existing institutional arrangements, restructuring of civil services, (re)

allocation of staff, and development of mechanisms and processes for carrying out service delivery with least possible disruptions.

The project support to assess the institutional arrangement needs of the government's structure in the federal context will help identify the required organization set-ups, define organizational interlinkages, and identify staffing requirements to carry out the functions in the context of federal government structures of the country. The total budget of the project is USD 2.1 million up to 2016 end. The project has been implemented by the Ministry of General Administration (MoGA), Government of Nepal since 2013.

(IV) Support to Participatory Constitution Building in Nepal (SPCBN) Project 2008-2015

The Constituent Assembly/ Legislature-Parliament/ (CA/LP) elected in 2008 was the most representative elected legislative body in Nepal's history. Shortly after its formation, work on Nepal's new constitution began. UNDP supported the process through the Support to Participatory Constitution Building in Nepal (SPCBN) project, with three major objectives: i) to support the development of the capacities of the Constituent Assembly (CA), its several committees, members, the CA secretariat and its technical advisors to produce a new constitution; ii) to support selected civil society organizations to facilitate participation of the general public, with a special emphasis on women and excluded groups, by hosting public consultations on the draft of the new constitution, soliciting public feedback and submitting it to the CA; and iii) to assist Nepal's state institutions in preparing for a smooth transition towards a new constitutional order and state structure. The project worked with the CA, civil society, political leaders, media and other relevant actors in order to increase their knowledge on constitution making as well as to feed their views into the constitution making process.

(v) Parliament Support Project (PSP) 2015-2019

The Parliament Support Project, a new initiative of the UNDP-Nepal, started from 1 September 2015 as the promulgation of the constitution has several far-reaching consequences for Legislative-Parliament (LP) to make it functional in a federal set-up. The overall objective of the project is to strengthen LP as an institution in responding to the needs and concerns of all citizens including women, youth, and marginalized groups, in assuming its role in law/policy making and providing oversight .

4. Geographical coverage:

UNDP's support under outcome 5 and 6 covers both central and grassroots level government institutions within Kathmandu valley and outside in the districts. The support provided at the local level are in the form of outreach, awareness raising and long term capacity building.

5. Methodology:

Outcome evaluations include three standard categories of analysis:

- An assessment of progress towards the outcome
- An assessment of factors affecting the outcome
- An assessment of key UNDP contributions to outcomes

During the outcome evaluation, the team is expected to apply a mixed-method approach by collecting both quantitative and qualitative data to validate and triangulate the findings. The evaluation methodology will have to be developed in close consultation with UNDP's Strategic Planning and Development Effectiveness Unit (SPDEU), Governance and Rule of Law Unit including the Evaluation Management Group (EMG) under UNDP.

6. Data collection methods:

Desk reviews of relevant documents (e.g., United Nations Development Assistance Framework for Nepal (UNDAF), UNDP Nepal Country Programme Document (CPD) and Country Programme Action Plan (CPAP), project documents, progress reports, UNDP Nepal Gender Equality and Social Inclusion Policy, government plans and policies etc.

The evaluation team can use the source of data to verify the results from the government annual reports and websites such as MOGA/PREPARE annual reports, LGCDP annual report and Local bodies fiscal commission reports, ECS annual report, SPCBN and PSP annual and review reports, and the mid-term evaluation reports from international and national observations etc.

Key informant interviews at the national and local level which consist of key government officials of the relevant ministries, parliament, project staffs, civil society actors etc

Focus group discussions at the national and local level can be carried out with the beneficiaries, relevant stakeholders including relevant government officials and project staffs

Direct observations during field visits to selected sites to observe some of the field based activities of the projects such as voter registration process, public outreach programmes, electoral education centers, ward citizen forum etc.

7. Target groups and stakeholders:

Primary target groups and stakeholders: key government counterparts/implementing partners (IPs) e.g., Ministry of Federal Affair and Local Development (MoFALD), Ministry of General Administration (MOGA), Ministry of Finance (MoF) , Office of the Prime Minister and Council of Ministers (OPMCM), Legislative Parliament , Election Commission, DDC, municipalities and VDCs, civil society, academics, experts etc. organizations.

Secondary target groups and stakeholders: Political parties, Development partners, UN agencies, INGOs, private sector, Government agencies other than the (IPs) etc.

8. . Evaluation Product:

The evaluation team is expected to produce the following deliverables:

Inception Report; Inception report on the evaluation team's plan on how it will be carrying out the evaluation and its understanding of what will be evaluated and why, an evaluation matrix outlining which data collection methodologies should be used to address each of the evaluation questions, a proposed schedule of tasks. A presentation of the inception report shall have to be made and finalize incorporating the feedback form EMG.

Draft Evaluation; Report to be shared with UNDP and relevant stakeholders for feedback and quality assurance.

Evaluation Debriefing: Debriefing meeting with UNDP and key stakeholders where main findings will be presented.

Final Evaluation Report: The final report is expected to cover findings based on the criteria and questions supported by good analysis of qualitative and quantitative evidence, as applicable, lessons learned, and forward-looking recommendations.

9. Composition, Skills and Experience of the Evaluation Team

UNDP will hire a company/firms to carry out this evaluation. The relevant company /firm needs to have at least 7-10 years of experiences in carrying out reviews and evaluations of the development projects/programmes for national and international development agencies. The company/firm will be responsible to hire a pool of experts, two nationals and one international to carry out this task.

Team Leader (International)

The team leader (international) needs to have particular experiences, knowledge and understanding of the constitution building process focusing on federalization/decentralization and the transition management associated with them and will be responsible to lead in those areas during the evaluation process. Likewise, the senior national consultant needs to have in-depth knowledge and understanding of local governance in fragile and post conflict context as well as electoral system. The national consultant should have sound understanding of gender equality and social inclusion issues. Both of the national consultants will be responsible to lead in their respective expertise areas for the evaluation. The team leader's role will be to guide the national consultants and prepare consolidated reports. Specifically, the following qualifications and experiences are required for international and national experts to carry out this assignment;

Required qualifications and skills for the team leader include:

- Master's degree in political science, international development or related field; PHD preferred
- At least 12 years of professional experience in the field of governance particularly, constitution making, transition management and federalism
- Sound knowledge of outcome evaluation and results-based management and experience in conducting at least 2 outcome evaluations.
- Familiar with regional, preferably national context (e.g., social, political and economic)
- Knowledge/familiarity with gender and inclusion issues
- Proven experiences of being a team leader
- Familiar with UNDP rules, regulations and guidelines will be an added advantage

He will perform the following tasks:

- Lead and manage the evaluation mission;
- Design the detailed scope and methodology (including the methods for data collection and analysis) for the report;
- Decide the division of labour within the team;
- Conduct an analysis of the outcome, outputs, indicators and partnership strategy for the report;
- Contribute to and ensure overall quality of the final report.
- Take the overall responsibility for the quality and timely submission of deliverables

Consultancy period:

The total period of this consultancy will be of 42 days (over the period of July to September 2016) of which 25 days will be in-country involving one visit. The consultant will visit two field sites in the regions based on the following programme coverage matrix.

	FWR	MWR	WR	CR	ER
Projects	District	Districts	Districts	Districts	Districts
ESP	Kailali	Banke	Kaski	Kathmandu	Morang
LGCDP	Kailali	Banke	Kaski	Makwanpur Kavrepalanchowk	Morang
SPCBN	Kailali	Banke	Kaski		Morang
	Doti				Nawalparasi
	Dhadeldura				

Senior National Consultant

Required qualification:

- Master's degree in political science, international relations or related field
- At least 7 years work experience in the area of monitoring and evaluation
- Sound knowledge of understanding of Local governance and electoral system
- Sound knowledge and understanding of political, social and constitutional context of the country
- At least 6 years of experience working on governance/democracy-related programmes in Nepal
- Knowledge/ familiar with gender and inclusion issue
- Fluency in English and strong ability to write in English

S/he will perform the following tasks:

- Review documents;
- Provide contextual knowledge on Nepal and analysis
- Provide required inputs in the area of local governance and electoral system
- Participate in the design of the review methodology;
- Data collection;
- Assessment of indicators' baselines
- Actively participate in conducting the analysis of the outcomes, outputs and targets (as per the scope of the evaluation described above), as agreed with the team;
- Draft related parts of the evaluation report; and,
- Assist the team leader in finalizing document through incorporating suggestions received on draft related to his/her assigned section

National Consultant

Required qualification:

- Master's degree in political science, international relations or related field
- At least 5 years work experience in the area of monitoring and evaluation
- Sound knowledge and understanding of GESI issues
- Sound knowledge and understanding of political, social and constitutional context of the country
- At least 4 years of experience working on governance/democracy-related programmes in Nepal
- Fluency in English and strong ability to write in English

S/he will perform the following tasks:

- Review documents;
- Provide contextual knowledge on Nepal and analysis
- Provide required inputs in the area of Gender and inclusion issues
- Participate in the design of the review methodology;
- Data collection;
- Assessment of indicators' baselines
- Actively participate in conducting the analysis of the outcomes, outputs and targets (as per the scope of the evaluation described above), as agreed with the team;
- Draft related parts of the evaluation report; and,

- Assist the team leader and sr. consultant in the evaluation process and finalizing document through incorporating suggestions received on draft related to his/her assigned section

Consultancy period:

The national consultants will be hired for the period of 36 days starting from July to September 2016. The national consultants will visit two field sites in the regions based on above mentioned programme coverage matrix.

10. Time line:

Tentative Evaluation Schedule 2 months (July to September 2016)			
S.N	Content	Date	Responsible
1.	Inception Report	25 th July	Evaluation Team
2.	Draft Evaluation Report for Feedback	22 nd August	UNDP
3.	Evaluation debriefing meeting with UNDP and related stakeholders	29 th August	Evaluation Team
4.	Final Evaluation Report Submission	9 th September	Evaluation Team

11. Timeframe for the Evaluation Process

Desk review- **4 days**

Preparation of Inception Report- **3 days**

Preparation of zero draft including in country visit and visits to the field, consultations, interviews, and briefing and presentation– **25 days**

Incorporation of the feedback - **2 days**

Preparing the draft report - **4 days**

Incorporating comments and finalizing the report- **4 days**

12. Evaluation Implementation Arrangements

Evaluation Steering Committee

An Evaluation Steering Committee (ESC) will be formed at the senior level which will be represented by the Outcome board members and UNDP Country Director. The National counterparts such as National Planning Commission, the Ministry of Finance, and the Project Directors of the relevant projects will also represent the group. Some key donors also participate as stakeholders to the group.

This is the primary decision-making entity which will oversee the progress of the evaluation and review the evaluation product, provide feedback and ensure quality of the final product.

Evaluation Management Group

An Evaluation Management Group (EMG) will be formed under the leadership of UNDP, Deputy Country Director (DCD). The Assistant Country Director, (ACD) of the Governance unit of UNDP will be the Evaluation Manager and Secretariat to ESG. Programme Specialist and Programme Analysts of the UNDP's Governance unit will be the members of the ESC.

SPEDEU (UNDP) will also be representing in this group. Programme /Project Managers of the related projects will also be the part of this group. The group will particularly support the Evaluation Manager for the day-to-day implementation of the evaluation activities and management of the evaluation budget, hire the team of external consultants, ensure participation of relevant stakeholders in this process, review and provide substantive comments to the inception report, including the work plan, analytical framework, methodology, and evaluation matrix, provide substantive feedback on the draft and final evaluation reports etc.

Evaluation Task Manager

UNDP, ACD Governance Unit will be the evaluation task manager and the secretariat to the EMG to ensure day to day functioning of the evaluation process. The Evaluation Task Manager will be responsible to draft the TOR with guidance from the Evaluation Steering Committee, ensure the quality and independence of the evaluation teams and the process (following UNEG Norms and Standards and Ethical Guidelines), oversee the day-to-day implementation of the evaluation activities and management of the evaluation budget, manage the recruitment process to hire the team of external consultants, ensure the participation of relevant stakeholders in the evaluation process and governing entities, review and provide substantive comments to the inception report, including the work plan, analytical framework, methodology, and evaluation matrix , for quality assurance purposes, prepare briefs to inform the Evaluation Steering Committee on progress made, support the EMG to prepare management response to the evaluation for ESC's review, prepare a communication plan for the dissemination of evaluation findings and prepare an action plan to follow-up on management responses etc.

Annex 1: Related documents:

Project Documents;

- LGCDP
- Election
- SPCBN/PSP
- PREPARE

Evaluation (Mid Term etc) of the related projects
Theory of Change etc

1. Required format for evaluation report

UNEG Quality Checklist for Evaluation Reports		
This checklist is intended to help evaluation managers and evaluators to ensure the final product of the evaluation - evaluation report - meets the expected quality. It can also be shared as part of the TOR prior to the conduct of the evaluation or after the report is finalized to assess its quality.		
Evaluation Title:		
Commissioning Office:		
Program unit responsible:		
1. The Report Structure		
1.1	The report is well structured, logical, clear and complete.	
1.2	Report is logically structured with clarity and coherence (e.g. background and objectives are presented before findings, and findings are presented before conclusions and recommendations).	
1.3	The title page and opening pages provide key basic information. 1. Name of the evaluation object 2. Timeframe of the evaluation and date of the report 3. Locations (country, region, etc.) of the evaluation object 4. Names and/or organizations of evaluators 5. Name of the organization commissioning the evaluation 6. Table of contents which also lists Tables, Graphs, Figures and Annexes 7. List of acronyms.	
1.4	The Executive Summary is a stand-alone section of 2-3 pages that includes: 1. Overview of the evaluation object 2. Evaluation objectives and intended audience 3. Evaluation methodology 4. Most important findings and conclusions 5. Main recommendations	
1.5	Annexes increase the credibility of the evaluation report. They may include, inter alia: 1. TORs 2. List of persons interviewed and sites visited. 3. List of documents consulted 4. More details on the methodology, such as data collection instruments, including details of their reliability and validity 5. Evaluators biodata and/or justification of team composition 6. Evaluation matrix 7. results framework	
1. Objective of Evaluation		
2.1	The report presents a clear and full description of the 'object' of the evaluation.	
2.2	The logic model and/or the expected results chain (inputs, outputs and outcomes) of the object is clearly described.	

2.3	The context of key social, political, economic, demographic, and institutional factors that have a direct bearing on the object is described. For example, the partner government's strategies and priorities, international, regional or country development goals, strategies and frameworks, the concerned agency's corporate goals and priorities, as appropriate.	
2.4	The scale and complexity of the object of the evaluation are clearly described, for example: <ul style="list-style-type: none"> • The number of components, if more than one, and the size of the population each component is intended to serve, either directly and indirectly. • The geographic context and boundaries (such as the region, country, and/or landscape and challenges where relevant) • The purpose and goal, and organization/management of the object • The total resources from all sources, including human resources and budget(s) (e.g. concerned agency, partner government and other donor contributions) 	
2.5	The key stakeholders involved in the object implementation, including the implementing agency(s) and partners, other key stakeholders and their roles.	
2.6	The report identifies the implementation status of the object , including its phase of implementation and any significant changes (e.g. plans, strategies, logical frameworks) that have occurred over time and explains the implications of those changes for the evaluation.	
3. Evaluation Purpose, Objective(s) and Scope.		
3.1	The evaluation's purpose, objectives and scope are fully explained.	
3.2	The purpose of the evaluation is clearly defined, including why the evaluation was needed at that point in time, who needed the information, what information is needed, how the information will be used.	
3.3	The report should provide a clear explanation of the evaluation objectives and scope including main evaluation questions and describes and justifies what the evaluation did and did not cover.	
3.4	The report describes and provides an explanation of the chosen evaluation criteria, performance standards, or other criteria used by the evaluators ⁴ .	
3.5	As appropriate, evaluation objectives and scope include questions that address issues of gender and human rights.	
4. Evaluation Methodology		
4.1	The report presents transparent description of the methodology applied to the evaluation that clearly explains how the evaluation was specifically designed to address the evaluation criteria, yield answers to the evaluation questions and achieve evaluation purposes.	
4.2	The report describes the data collection methods and analysis, the rationale for selecting them, and their limitations. Reference indicators and benchmarks are included where relevant.	
4.3	The report describes the data sources, the rationale for their selection, and their limitations. The report includes discussion of how the mix of	

	data sources was used to obtain a diversity of perspectives, ensure data accuracy and overcome data limits.	
4.4	The report describes the sampling frame – area and population to be represented, rationale for selection, mechanics of selection, numbers selected out of potential subjects, and limitations of the sample.	
4.5	The evaluation report gives a complete description of stakeholder's consultation process in the evaluation, including the rationale for selecting the particular level and activities for consultation.	
4.6	The methods employed are appropriate for the evaluation and to answer its questions.	
4.7	The methods employed are appropriate for analyzing gender and rights issues identified in the evaluation scope.	
4.8	The report presents evidence that adequate measures were taken to ensure data quality, including evidence supporting the reliability and validity of data collection tools (e.g. interview protocols, observation tools, etc.)	
5. Findings		
5.1	Findings respond directly to the evaluation criteria and questions detailed in the scope and objectives section of the report and are based on evidence derived from data collection and analysis methods described in the methodology section of the report.	
5.2	Reported findings reflect systematic and appropriate analysis and interpretation of the data.	
5.3	Reported findings address the evaluation criteria (such as efficiency, effectiveness, sustainability, impact and relevance) and questions defined in the evaluation scope.	
5.4	Findings are objectively reported based on the evidence.	
5.5	Gaps and limitations in the data and/or unanticipated findings are reported and discussed.	
5.6	Reasons for accomplishments and failures, especially continuing constraints, were identified as much as possible	
5.7	Overall findings are presented with clarity, logic, and coherence.	
6. Conclusions		
6.1	Conclusions present reasonable judgments based on findings and substantiated by evidence, and provide insights pertinent to the object and purpose of the evaluation.	
6.2	The conclusions reflect reasonable evaluative judgments relating to key evaluation questions.	
6.3	Conclusions are well substantiated by the evidence presented and are logically connected to evaluation findings.	
6.4	Stated conclusions provide insights into the identification and/or solutions of important problems or issues pertinent to the prospective decisions and actions of evaluation users.	
6.5	Conclusions present strengths and weaknesses of the object (policy, programmes, project's or other intervention) being evaluated, based on the evidence presented and taking due account of the views of a diverse cross-section of stakeholders.	

7. Recommendations		
7.1	Recommendations are relevant to the object and purposes of the evaluation, are supported by evidence and conclusions, and were developed with the involvement of relevant stakeholders.	
7.2	The report describes the process followed in developing the recommendations including consultation with stakeholders.	
7.3	Recommendations are firmly based on evidence and conclusions.	
7.4	Recommendations are relevant to the object and purposes of the evaluation.	
7.5	Recommendations clearly identify the target group for each recommendation.	
7.6	Recommendations are clearly stated with priorities for action made clear.	
7.7	Recommendations are actionable and reflect an understanding of the commissioning organization and potential constraints to follow-up.	
8. Gender and Human Rights		
8.1	The report illustrates the extent to which the design and implementation of the object, the assessment of results and the evaluation process incorporate a gender equality perspective and human rights based approach	
8.2	The report uses gender sensitive and human rights-based language throughout, including data disaggregated by sex, age, disability, etc.	
8.3	The evaluation approach and data collection and analysis methods are gender equality and human rights responsive and appropriate for analyzing the gender equality and human rights issues identified in the scope.	
8.4	The report assesses if the design of the object was based on a sound gender analysis and human rights analysis and implementation for results was monitored through gender and human rights frameworks, as well as the actual results on gender equality and human rights.	
8.5	Reported findings, conclusions, recommendations and lessons provide adequate information on gender equality and human rights aspects.	

Evaluation Matrix

Evaluation Criteria	Evaluation Questions	Evaluations sub-questions	Data Sources	Data collection methods and tools	Indicators/success standards	Methods of data analysis

