

# INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Empowered lives.  
Resilient nations.

Date: August 15, 2016

Reference: ETH/IC/2016/065

---

**Country:** Ethiopia

**Description of the assignment:** International Consultant for End Evaluation of the Joint Program on Gender Equality and Empowerment of Women Phase II

**Project/Program Title:** Joint Program on Gender Equality and Empowerment of Women Phase II

**Post Title:** International Consultant

**Duty Station:** Addis Ababa with travels to all regional states and city administrations

**Period of assignment/services:** 60 working days

**Expected start date:** Immediate after concluding contract agreement

**Proposal should be submitted** by our secured e-mail: [procurement.et@undp.org](mailto:procurement.et@undp.org) before Monday 29<sup>th</sup> August, 2016 5:00 PM Addis Ababa Local Time.

**OR**

**Contact Person :** [MY – Procurement Unit  
info.procurementet@undp.org](mailto:info.procurementet@undp.org)

**Name of Office:** [United Nations Development Programme \(UNDP\)  
ECA Compound Old Bld., 6th floor, North Wing  
Addis Ababa, Ethiopia](#)

**P.O. Box:** [5580](#)

**Fax** [+251 11 5514599 / +251 11 5515147](#)

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above *the Procurement specialist or assigned personnel for this task* will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

## 1. BACKGROUND/PROJECT DESCRIPTION

The Government of Ethiopia (GoE) - UN Joint Flagship Programme on Gender Equality and Women's Empowerment (GEWE JP) brings together six participating UN agencies<sup>1</sup> and multiple Government of Ethiopia line ministries and entities coordinated by Ministry of Finance and Economic Cooperation (MoFEC formerly known as Ministry of Finance and Economic Development) and Ministry of Women and Children Affairs (MoWCA formerly known as Ministry of Women, Children and Youth Affairs). The GEWE JP was launched in 2011 for an initial pilot phase planned to last 18 months from January 2011 until June 2012. The first phase was extended to June 30 2013 to allow for the completion of planned activities. The first phase was initiated as a result of UNDAF 2007-2011 mid-term review, which identified result areas for which the UN system would benefit from an increasingly harmonized and scaled up programmatic approach. Additionally, Ethiopia had a status of Delivering as One self-starter and the 'flagship' programmes were meant to drive forward innovation in operational modalities towards increased alignment and effectiveness of delivery. The first phase was evaluated in 2013. The second phase of JP GEWE was also extended to last until June 30 2016 to align it with the start of the new UNDAF 2016-2020 and to align it with GoEs Growth and Transformation Plan (GTP) second cycle (2015/2016-2019/2020).

The second phase of JP GEWE was built on the 'lessons learned' and progress in operational effectiveness from JP GEWE Phase one, to provide a multi-year programming framework with mechanisms in place for medium-term monitoring aligned to the UNDAF 2012-2015 and the Growth and Transformation Plan (GTP) 2010/11-2014/15 results framework. This phase also brought on board the efforts of three more UN Agencies, namely FAO, IFAD and WFP, that are endeavouring to accelerate the economic empowerment of poor rural women. As per the agreement reached between MoFED and UNCT, the Rural Women Economic Empowerment Programme (RWEE) has been integrated into the JP GEWE, specifically in to Outcome One and Two, for improved linkages and synergies which will ensure complimentary activities, results and impact with the GEWE JP. This evaluation will not be looking at the implementation of the RWEE component of the JP GEWE.

The GEWE JP (both phase I and phase II) was the first UN programme to receive financial support through the Ethiopia One UN Fund, established in January 2011. The One Fund is intended to facilitate the realization of One UN Programme outcomes by strengthening the planning and coordination process, aligning the funding allocation to the needs of the One UN Programme and channeling funds towards the highest priority needs of the country.

The GoE- UNDP High-Level Steering Committee exercises overall oversight of the programmatic response and modalities in place to operationalize 'Delivering as One' in Ethiopia. The GEWE JP also has a Steering Committee, which is responsible for prioritization, resource allocation decisions and progress review specific to the GEWE JP. In terms of communication, joint resource mobilization, progress review and consolidated reporting, UN Women, jointly with MoWCYA, is the responsible co-lead, while UNFPA is the co-lead responsible for operational and financial management and monitoring, jointly with MoFED. Thematically each of the four outcome areas are coordinated by an assigned agency, which is responsible for strategic guidance, resource mobilization and progress monitoring within the result area. The outcome areas are:

- **Urban and rural Women have increased income for improved livelihoods (ILO, UN Women is a partner):** This outcome of the JP seeks to increase access to financial and business development services by Vulnerable Women. This will be achieved by strengthening the capacities of financial institutions, BDS providers, associations and cooperatives to provide diversified financial products and Business Development Services to urban and rural Women; by increasing access to training and information on financial and business development services for Women (in formal and informal businesses), by increasing access to credit for Women (in formal and informal businesses), and developing a national strategy and implementation framework for micro finance services targeted to vulnerable groups. The program also seeks to improve food security and nutrition in rural target households.

<sup>1</sup> ILO, UN Women, UNICEF, UNESCO, UNDP and UNFPA

- **Urban and rural Women and girls have increased opportunities for education, leadership and decision making (UNICEF, UNESCO is a partner):** Under this outcome the JP seeks to increase opportunities for education, leadership and decision making for women and girls in rural and urban localities. This will be achieved by increasing numbers of girls and women who receive support for secondary and tertiary education; increasing numbers of teachers who have knowledge and skills to provide a gender responsive pedagogy; increasing numbers of women and girls who obtain basic functional literacy skills; increasing women's access to professional and leadership development opportunities and increasing the general public awareness on women's participation in leadership.
- **Federal and Local level government institutions have strengthened their capacity to implement national and international commitments on gender equality (UN Women, UNDP and UNICEF are partners):** under this component, the JP seeks to strengthen the capacity of Federal and local government institutions to implement national and international commitments on gender equality. This will be achieved by putting in place systems at federal and local levels to monitor performance on gender related commitments and increasing the existing capacities of federal and local government institutions for gender responsive planning and budgeting
- **Federal and local level institutions and communities have enhanced their capacity to promote and protect the rights of women and girls (UNFPA, UNICEF and UN Women are partners):** Under this outcome, the JP seeks to enhance the capacity of Formal and informal institutions at national and local levels to promote and protect the rights of girls and women. This will be achieved by establishing knowledge networks on gender equality and women's empowerment at federal and regional levels, establishing/strengthening coordination mechanisms for prevention and response to VAWG at federal and local levels, increasing capacity of service providers to deliver gender responsive support (health, psycho-social support, social and economic reintegration) to survivors of violence, enhancing the capabilities(knowledge, skills and systems) of Law enforcement agencies to promote and protect the rights of women and increasing community interventions/actions that promote and protect the rights of women and girls

***For detailed information, please refer to the TOR in Annex 1***

## **2. SCOPE OF THE WORK**

This particular evaluation will focus on the JPGWE Phase II covering the period from July 2013-June 2016) and the four Outcomes under the JPGWE. All UN participating organizations and main implementing partners of the joint programme will be at the center of the evaluation. The selection of the sites for the end evaluation will be further worked out by the Technical working group under the leadership of MoWCA and approved by the reference group that will be set up to provide an oversight role throughout the evaluation period .

***For detailed information, please refer to TOR in Annex 1***

## **3. EXPECTED OUTPUTS AND DELIVERABLES**

The evaluators will be expected to deliver:

- Inception report that includes a detailed evaluation design including evaluation work plan, key questions, data collection and analysis methods. This framework should be developed in participatory manner by the evaluation team and the Evaluation Reference Group before commencement of the Evaluation;
- A draft evaluation report for review by Evaluation Reference Group;
- Presentation of draft findings at validation meeting;
- A final evaluation report incorporating comments gathered on the draft report in addition to having annexes of specific findings from the evaluation and recommendations;

Accordingly, the following reporting structure is suggested for the final report:

1. Title page, Table of Contents and Acronyms
2. Executive Summary

3. Background and purpose of the evaluation
4. Programme description and context
5. Evaluation methodology and limitations
6. Findings
7. Analysis and Conclusions
8. Recommendations
9. Lessons learned (if applicable)
10. Annexes: Terms of Reference, List of documents reviewed, list of agencies and partners interviewed (without direct reference to individuals), evaluation matrix and data collection instruments, any other relevant documents

It is expected that the Consultants will provide the following deliverables as per the indicated time frame

Evaluation Phases	Deliverables	Dates/working days	Remarks
<b>Phase 1</b>  Preparations	Draft TOR	15 days	Working days is for UN Women
	Establishment of Evaluation Reference Group		
	Discussion and endorsement of final evaluation TOR		Meeting with Evaluation Reference Group
	Post RFQ, assess bids and contract evaluators		RFQ through UNDP
<b>Phase 2</b>  Evaluation design & desk review	Conduct desk review	5 days	
	Drafting and presentation of evaluation inception report, data collection tools and instruments		Meeting with Evaluation Reference Group
	Submission of final inception report		
<b>Phase 3</b>  Data collection & field visits to regions	Field missions to sites , Federal and regional level	30 days	Meeting with participating agencies, government, DGGE, partners, beneficiaries etc.
	Preparation of draft evaluation		
	Presentation and validation of evaluation findings to stakeholders and collect feed		Meeting with Evaluation Reference Group
<b>Phase 4</b>  Finalization	Preparation of final evaluation report	10 days	For the team of consultants
	Submission of final report – hard and Electronic Copy to UN		Consultants
	Preparation of management response and input		UN Women, reference and Evaluation Management Group
	Development of Evaluation Dissemination Strategy		UN Women and the Reference Group
	Implementation of evaluation dissemination strategy		UN Women

All the deliverables should be agreed with the Evaluation Reference Group and be provided in English, hard and Electronic Copy within the agreed time frame.

***For detailed information, please refer to TOR in Annex 1***

#### 4. INSTITUTIONAL ARRANGEMENT/REPORTING RELATIONSHIPS

In line with UN Evaluation Group Norms and Standards, an Evaluation Reference Group will be constituted to serve as sounding board and consultative body to ensure the active involvement of stakeholders. The evaluator will report directly to the evaluation reference group which will serve as the primary contact point for the

evaluation team. The Evaluation Reference Group will help to provide a balanced picture of views and perceptions regarding achievements and limitations of the JP. It will make the evaluation more relevant through providing inputs and feedback throughout the evaluation process. The Group will also help to ensure ownership of evaluation findings and recommendations through prompting users of the evaluation and other stakeholders into action during and after the evaluation.

Specifically the Evaluation Reference Group will:

- Act as source of knowledge for the evaluation
- Act as an informant of the evaluation process
- Assist in the collection of pertinent information and documentation
- Assist in identifying external stakeholders to be consulted during the process;
- Play a key role in disseminating the findings of the evaluation and implementation of the management response
- Participate in any meetings of the reference group
- Provide input and quality assurance on the key evaluation products: ToR, inception report and draft evaluation report
- Participate in the validation meeting of the final evaluation report
- Participate in learning activities related to the evaluation report

The Evaluation Reference Group will consist of the following representatives:

- MoWCA & MoFEC
- UN agencies participating in the JP

***For detailed information, please refer to TOR in Annex 1***

## **5. DURATION OF THE WORK**

- The evaluation will be done in 60 working days.
- A detailed work plan will be elaborated by the evaluation team during the inception phase based on inputs from the Evaluation Reference Group.

***For detailed information, please refer to TOR in Annex 1***

## **6. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)**

### **Team Composition**

The international evaluation consultant will be supported by two national evaluation experts while undertaking the evaluation. The evaluation team will be assembled to ensure the right mix of evaluation expertise, knowledge of the national context and expert knowledge of gender issues. The international consultant will be the team leader responsible for the deliverables as per the agreed timeframe.

#### **International consultant**

- Advanced Degree in Social Sciences, Development Studies or other relevant field and with formal research skills.
- At least 7 years' experience in conducting evaluations as team leader
- High proficiency in English
- Ability to manage and supervise evaluation teams and ensure timely submission of quality evaluation reports
- Experience in leading complex evaluations e.g. of UN Joint Programs, Delivering as One etc.
- Knowledge of Ethiopian context is an advantage

#### **Required competencies for International consultant**

- Knowledge of issues concerning governance, women's rights and gender equality
- Specific knowledge in the area of democratic governance, economic empowerment, GBV and/or gender

mainstreaming

- Excellent facilitation and communication skills
- Experience with focus group discussions and key informant interviews
- Ability to deal with multi-stakeholder groups
- Ability to write focused evaluation reports.
- Wide experience in quantitative and qualitative data collection methods and in undertaking similar evaluations.
- Willingness and ability to travel to the different project's sites in the country.
- Ability to work in a team.

**Core values / guiding principles:**

The evaluators will adhere to the following core values and guiding principles:

- Integrity: Demonstrating consistency in upholding and promoting the values of UN Women in actions and decisions, in line with the UN Code of Conduct.
- Cultural Sensitivity/Valuing diversity: Demonstrating an appreciation of the multicultural nature of the organization and the diversity of its staff. Demonstrating an international outlook, appreciating differences in values and learning from cultural diversity.

**Important Note:**

Only applicants who hold the above qualifications will be shortlisted and contacted. An applicant should obtain above 70/100 for the technical proposal first in order to be proceed to the financial level evaluation.

**For detailed information, please refer to TOR in Annex 1**

## 7. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified Individual Consultant is expected to submit both the Technical and Financial Proposals separately sealed. Accordingly; Individual Consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
  - a. Technical Criteria weight is **70%**
  - b. Financial Criteria weight is **30%**

Criteria	Weight	Max. Point
<b>Technical Competence (based on CV, Proposal and interview (if required))</b>	<b>70 %</b>	70
(a) Minimum educational background as per the requirement in the ToR	<b>15 %</b>	15
(b) Understanding the Scope of Work (SoW); comprehensiveness of the methodology/approach; implementation plan and organization & completeness of the proposal	<b>30%</b>	30
(c) Relevant experience in similar consultancy projects (gender responsive evaluation) and/or IC contracts and team composition	<b>25 %</b>	25
<b>Financial (Lower Offer/Offer*100)</b>	<b>30%</b>	30
<b>Total Score</b>	<b>Technical Score * 70% + Financial Score * 30%</b>	

**For detailed information, please refer to TOR in Annex 1**

## 8. PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in US dollars **all-inclusive**<sup>2</sup> **lump sum contract amount**. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The final evaluation report will be quality-rated externally based on the UN Women Global Evaluation Reports Assessment and Analysis System (GERAAS) available at: <http://www.unwomen.org/en/about-us/evaluation/decentralized-evaluations> . Then only the qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 <sup>st</sup> instalment	Inception report, outline and action plan after incorporating comments at the inception meeting,	Reference Group/Chair of the group	Inception report, outline and action plan after incorporating comments at the inception meeting,
2 <sup>nd</sup> instalment	First draft evaluation report	“	First draft evaluation report
3 <sup>rd</sup> instalment	Upon submission of Final Report of evaluation and satisfactory certification of good work/completion of all activities	“	Upon submission of Final Report of evaluation and satisfactory certification of good work/completion of all activities

***For detailed information, please refer to TOR in Annex 1***

## 9. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The Consultants tasked with carrying out the Evaluation shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UN Women.

***For detailed information, please refer to TOR in Annex 1***

<sup>2</sup> The term “All inclusive” implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

**Note:** Submission of Technical and Financial proposal is mandatory. Failing to submit one of the proposals will be automatically disqualified.

**Submission Through our secured email**

- The proposal must be prepared in English. Failing to do so will make the proposal automatically disqualified
- You shall send your proposals through our secured email: [\*\*procurement.et@undp.org\*\*](mailto:procurement.et@undp.org)
- Your proposals shall be sent in a **separate email** as Technical and Financial proposals under subject line:
  1. For Technical: Technical Proposal – **ETH-IC-2016-065 –International Consultant for End Evaluation of the Joint Program on Gender Equality and Empowerment of Women Phase II** - [\[insert your name\]](#)
  2. For Financial: Financial Proposal – **ETH-IC-2016-065 –International Consultant for End Evaluation of the Joint Program on Gender Equality and Empowerment of Women Phase II** - [\[insert your name\]](#)
- All prices/rates quoted must be in **USD and exclusive of VAT and all taxes**, since the UNDP is exempt from taxes.

**ANNEX**

**ANNEX 1: TERMS OF REFERENCES (TOR)**

**ANNEX 2: TECHNICAL PROPOSAL COVER PAGE AND SUMISSION FORM**

**ANNEX 3: FINANCIAL PROPOSAL COVER PAGE AND SUMISSION FORM**

**ANNEX 4: GENERAL CONDITIONS OF CONTRACT FOR IC**

---



# Annex 1

## TERMS OF REFERENCES (TOR)



### Annex 1 – Terms of Reference

#### GENERAL INFORMATION

<b>Services/Work Description:</b>	End Evaluation of the Joint Program on Gender Equality and Empowerment of Women Phase II
<b>Project/Program Title:</b>	Joint Program on Gender Equality and Empowerment of Women Phase II
<b>Post Title:</b>	International Evaluation consultant
<b>Consultant Level:</b>	Specialist
<b>Duty Station:</b>	Addis Ababa with travels to all regional states and city administrations
<b>Expected Places of Travel:</b>	All regions and two city administrations of Ethiopia
<b>Duration:</b>	60 working days
<b>Expected Start Date:</b>	Immediately after Concluding Contract Agreement

#### I. BACKGROUND / PROJECT DESCRIPTION

The Government of Ethiopia (GoE) - UN Joint Flagship Programme on Gender Equality and Women's Empowerment (GEWE JP) brings together six participating UN agencies<sup>3</sup> and multiple Government of Ethiopia line ministries and entities coordinated by Ministry of Finance and Economic Cooperation (MoFEC formerly known as Ministry of Finance and Economic Development) and Ministry of Women and Children Affairs (MoWCA formerly known as Ministry of Women, Children and Youth Affairs). The GEWE JP was launched in 2011 for an initial pilot phase planned to last 18 months from January 2011 until June 2012. The first phase was extended to June 30 2013 to allow for the completion of planned activities. The first phase was initiated as a result of UNDAF 2007-2011 mid-term review, which identified result areas for which the UN system would benefit from an increasingly harmonized and scaled up programmatic approach. Additionally, Ethiopia had a status of Delivering as One self-starter and the 'flagship' programmes were meant to drive forward innovation in operational modalities towards increased alignment and effectiveness of delivery. The first phase was evaluated in 2013. The second phase of JP GEWE was also extended to last until June 30 2016 to align it with the start of the new UNDAF 2016-2020 and to align it with GoEs Growth and Transformation Plan (GTP) second cycle (2015/2016-2019/2020).

The second phase of JP GEWE was built on the 'lessons learned' and progress in operational effectiveness from JP GEWE Phase one, to provide a multi-year programming framework with mechanisms in place for medium-term monitoring aligned to the UNDAF 2012-2015 and the Growth and Transformation Plan (GTP) 2010/11-2014/15 results framework. This phase also brought on board the efforts of three more UN Agencies, namely FAO, IFAD and WFP, that are endeavouring to accelerate the economic empowerment of poor rural women. As per the agreement reached between MoFED and UNCT, the Rural Women Economic Empowerment Programme (RWEE) has been

<sup>3</sup> ILO, UN Women, UNICEF, UNESCO, UNDP and UNFPA

integrated into the JP GEWE, specifically in to Outcome One and Two, for improved linkages and synergies which will ensure complimentary activities, results and impact with the GEWE JP. This evaluation will not be looking at the implementation of the RWEE component of the JP GEWE.

The GEWE JP (both phase I and phase II) was the first UN programme to receive financial support through the Ethiopia One UN Fund, established in January 2011. The One Fund is intended to facilitate the realization of One UN Programme outcomes by strengthening the planning and coordination process, aligning the funding allocation to the needs of the One UN Programme and channeling funds towards the highest priority needs of the country.

The GoE- UNDP High-Level Steering Committee exercises overall oversight of the programmatic response and modalities in place to operationalize 'Delivering as One' in Ethiopia. The GEWE JP also has a Steering Committee, which is responsible for prioritization, resource allocation decisions and progress review specific to the GEWE JP. In terms of communication, joint resource mobilization, progress review and consolidated reporting, UN Women, jointly with MoWCYA, is the responsible co-lead, while UNFPA is the co-lead responsible for operational and financial management and monitoring, jointly with MoFED. Thematically each of the four outcome areas are coordinated by an assigned agency, which is responsible for strategic guidance, resource mobilization and progress monitoring within the result area. The outcome areas are:

- **Urban and rural Women have increased income for improved livelihoods (ILO, UN Women is a partner):** This outcome of the JP seeks to increase access to financial and business development services by Vulnerable Women. This will be achieved by strengthening the capacities of financial institutions, BDS providers, associations and cooperatives to provide diversified financial products and Business Development Services to urban and rural Women; by increasing access to training and information on financial and business development services for Women (in formal and informal businesses), by increasing access to credit for Women (in formal and informal businesses), and developing a national strategy and implementation framework for micro finance services targeted to vulnerable groups. The program also seeks to improve food security and nutrition in rural target households.
- **Urban and rural Women and girls have increased opportunities for education, leadership and decision making (UNICEF, UNESCO is a partner):** Under this outcome the JP seeks to increase opportunities for education, leadership and decision making for women and girls in rural and urban localities. This will be achieved by increasing numbers of girls and women who receive support for secondary and tertiary education; increasing numbers of teachers who have knowledge and skills to provide a gender responsive pedagogy; increasing numbers of women and girls who obtain basic functional literacy skills; increasing women's access to professional and leadership development opportunities and increasing the general public awareness on women's participation in leadership.
- **Federal and Local level government institutions have strengthened their capacity to implement national and international commitments on gender equality (UN Women, UNDP and UNICEF are partners):** under this component, the JP seeks to strengthen the capacity of Federal and local government institutions to implement national and international commitments on gender equality. This will be achieved by putting in place systems at federal and local levels to monitor performance on gender related commitments and increasing the existing capacities of federal and local government institutions for gender responsive planning and budgeting
- **Federal and local level institutions and communities have enhanced their capacity to promote and protect the rights of women and girls (UNFPA, UNICEF and UN Women are partners):** Under this outcome, the JP seeks to enhance the capacity of Formal and informal institutions at national and local levels to promote and protect the rights of girls and women. This will be achieved by establishing knowledge networks on gender equality and women's empowerment at federal and regional levels, establishing/strengthening coordination mechanisms for prevention and response to VAWG at federal and local levels, increasing capacity of service providers to deliver gender responsive support (health, psycho-social support, social and economic reintegration) to survivors of violence, enhancing the capabilities(knowledge, skills and systems) of Law enforcement

agencies to promote and protect the rights of women and increasing community interventions/actions that promote and protect the rights of women and girls

## II. SCOPE OF THE WORK

This particular evaluation will focus on the JPGEWE Phase II covering the period from July 2013-June 2016) and the four Outcomes under the JPGEWE. All UN participating organizations and main implementing partners of the joint programme will be at the center of the evaluation. The selection of the sites for the end evaluation will be further worked out by the Technical working group under the leadership of MoWCA and approved by the reference group that will be set up to provide an oversight role throughout the evaluation period .

## III. EXPECTED OUTPUTS AND DELIVERABLES

The evaluators will be expected to deliver:

- Inception report that includes a detailed evaluation design including evaluation work plan, key questions, data collection and analysis methods. This framework should be developed in participatory manner by the evaluation team and the Evaluation Reference Group before commencement of the Evaluation;
- A draft evaluation report for review by Evaluation Reference Group;
- Presentation of draft findings at validation meeting;
- A final evaluation report incorporating comments gathered on the draft report in addition to having annexes of specific findings from the evaluation and recommendations;

Accordingly, the following reporting structure is suggested for the final report:

1. Title page, Table of Contents and Acronyms
2. Executive Summary
3. Background and purpose of the evaluation
4. Programme description and context
5. Evaluation methodology and limitations
6. Findings
7. Analysis and Conclusions
8. Recommendations
9. Lessons learned (if applicable)
10. Annexes: Terms of Reference, List of documents reviewed, list of agencies and partners interviewed (without direct reference to individuals), evaluation matrix and data collection instruments, any other relevant documents

It is expected that the Consultants will provide the following deliverables as per the indicated time frame

Evaluation Phases	Deliverables	Dates/working	Remarks
<b>Phase 1</b>  Preparations	Draft TOR	15 days	Working days is for UN Women
	Establishment of Evaluation Reference Group		
	Discussion and endorsement of final evaluation TOR		Meeting with Evaluation Reference Group
	Post RFQ, assess bids and contract evaluators		RFQ through UNDP
<b>Phase 2</b>	Conduct desk review	5 days	

Evaluation design & desk review	Drafting and presentation of evaluation inception report, data collection tools and instruments		Meeting with Evaluation Reference Group
	Submission of final inception report		
<b>Phase 3</b>  Data collection & field visits to regions	Field missions to sites , Federal and regional level	30 days	Meeting with participating agencies, government, DGGE, partners, beneficiaries etc
	Preparation of draft evaluation report		
	Presentation and validation of evaluation findings to stakeholders and collect feed back		Meeting with Evaluation Reference Group
<b>Phase 4</b>  Finalization	Preparation of final evaluation report	10 days	For the team of consultants
	Submission of final report – hard and Electronic Copy to UN Women		Consultants
	Preparation of management response and input		UN Women, reference and Evaluation Management Group
	Development of Evaluation Dissemination Strategy		UN Women and the Reference Group
	Implementation of evaluation dissemination strategy		UN Women

All the deliverables should be agreed with the Evaluation Reference Group and be provided in English, hard and Electronic Copy within the agreed time frame.

#### IV. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

In line with UN Evaluation Group Norms and Standards, an Evaluation Reference Group will be constituted to serve as sounding board and consultative body to ensure the active involvement of stakeholders. The evaluator will report directly to the evaluation reference group which will serve as the primary contact point for the evaluation team. The Evaluation Reference Group will help to provide a balanced picture of views and perceptions regarding achievements and limitations of the JP. It will make the evaluation more relevant through providing inputs and feedback throughout the evaluation process. The Group will also help to ensure ownership of evaluation findings and recommendations through prompting users of the evaluation and other stakeholders into action during and after the evaluation.

Specifically the Evaluation Reference Group will:

- Act as source of knowledge for the evaluation
- Act as an informant of the evaluation process
- Assist in the collection of pertinent information and documentation
- Assist in identifying external stakeholders to be consulted during the process;
- Play a key role in disseminating the findings of the evaluation and implementation of the management response
- Participate in any meetings of the reference group
- Provide input and quality assurance on the key evaluation products: ToR, inception report and draft evaluation report
- Participate in the validation meeting of the final evaluation report
- Participate in learning activities related to the evaluation report

The Evaluation Reference Group will consist of the following representatives:

- MoWCA & MoFEC
- UN agencies participating in the JP

## V. DURATION OF THE WORK

- The evaluation will be done in 60 working days starting 20 August, 2016.
- A detailed work plan will be elaborated by the evaluation team during the inception phase based on inputs from the Evaluation Reference Group.

## VI. QUALIFICATIONS OF THE SUCCESSFUL EVALUATION TEAM

### Team Composition

The international evaluation consultant will be supported by two national evaluation experts while undertaking the evaluation. The evaluation team will be assembled to ensure the right mix of evaluation expertise, knowledge of the national context and expert knowledge of gender issues. The international consultant will be the team leader responsible for the deliverables as per the agreed timeframe.

### *Required Background and Experience*

#### International consultant

- Advanced Degree in Social Sciences, Development Studies or other relevant field and with formal research skills.
- At least 7 years' experience in conducting evaluations as team leader
- High proficiency in English
- Ability to manage and supervise evaluation teams and ensure timely submission of quality evaluation reports
- Experience in leading complex evaluations e.g. of UN Joint Programs, Delivering as One etc.
- Knowledge of Ethiopian context is an advantage

#### *Required competencies for International consultant*

- Knowledge of issues concerning governance, women's rights and gender equality
- Specific knowledge in the area of democratic governance, economic empowerment, GBV and/or gender mainstreaming
- Excellent facilitation and communication skills
- Experience with focus group discussions and key informant interviews
- Ability to deal with multi-stakeholder groups
- Ability to write focused evaluation reports.
- Wide experience in quantitative and qualitative data collection methods and in undertaking similar evaluations.
- Willingness and ability to travel to the different project's sites in the country.
- Ability to work in a team.

#### *Core values / guiding principles:*

The evaluators will adhere to the following core values and guiding principles:

- Integrity: Demonstrating consistency in upholding and promoting the values of UN Women in actions and decisions, in line with the UN Code of Conduct.
- Cultural Sensitivity/Valuing diversity: Demonstrating an appreciation of the multicultural nature of the organization and the diversity of its staff. Demonstrating an international outlook, appreciating differences in values and learning from cultural diversity.

### Important Note:

Only applicants who hold the above qualifications will be shortlisted and contacted. An applicant should obtain above 70/100 for the technical proposal first in order to be proceed to the financial level evaluation.

## VII. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified Individual Consultant is expected to submit both the Technical and Financial Proposals separately sealed. Accordingly; Individual Consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
  - a. Technical Criteria weight is **70%**
  - b. Financial Criteria weight is **30%**

Criteria	Weight	Max. Point
<b>Technical Competence (based on CV, Proposal and interview (if required))</b>	<b>70 %</b>	70
(d) Minimum educational background as per the requirement in the ToR	<b>15 %</b>	15
(e) Understanding the Scope of Work (SoW); comprehensiveness of the methodology/approach; implementation plan and organization & completeness of the proposal	<b>30%</b>	30
(f) Relevant experience in similar consultancy projects (gender responsive evaluation) and/or IC contracts and team composition	<b>25 %</b>	25
<b>Financial (Lower Offer/Offer*100)</b>	<b>30%</b>	30
<b>Total Score</b>	<b>Technical Score * 70% + Financial Score * 30%</b>	

## VIII. PAYMENT MILESTONES AND AUTHORITY.

The prospective consultant will indicate the cost of services for each deliverable in US dollars **all-inclusive<sup>4</sup> lump sum contract amount**. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The final evaluation report will be quality-rated externally based on the UN Women Global Evaluation Reports Assessment and Analysis System (GERAAS) available at:

<http://www.unwomen.org/en/about-us/evaluation/decentralized-evaluations> . Then only the qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

---

<sup>4</sup> The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

<b>Installment of Payment/ Period</b>	<b>Deliverables or Documents to be Delivered</b>	<b>Approval should be obtained</b>	<b>Percentage of Payment</b>
1 <sup>st</sup> Installment	Inception report, outline and action plan after incorporating comments at the inception meeting,	Reference Group/Chair of the group	DSA and travel costs for data collection
2 <sup>nd</sup> Installment	First draft evaluation report	“	40%
3 <sup>rd</sup> Installment	Upon submission of Final Report of evaluation and satisfactory certification of good work/completion of all activities	“	60%

#### **IX. CONFIDENTIALITY AND PROPRIETARY INTERESTS**

The Consultants tasked with carrying out the Evaluation shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UN Women.

# **Annex 2**

## **TECHNICAL PROPOSAL**

---

### **Cover Page**

**IC Reference: ETH-IC-2016-065–International Consultant  
for End Evaluation of the Joint Program on Gender  
Equality and Empowerment of Women Phase II**

**Prepared by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

#### **TECHNICAL PROPOSAL SUBMISSION FORM**

**Proposed by:** [\[insert your name\]](#)

**Directions:**

- a. Briefly explain why you are the most suitable for the consultancy service you applied for. It should not be more than four hundred fifty words.
  - b. Provide a detailed approach and/or methodology you plan to apply or conduct the work in due course of offering prescribed consultancy service and/or works.
  - c. Include your proposed work plan which shall be supported by Gantt chart to indicate the timeframe to complete the tasks and/or activities indicated in your proposed methodology above.
  - d. Past experience in similar projects and/or consultancy services and their respective contract person name and address.
  - e. List of three personal referees in terms of their title (position), where they work, email, and telephone address
  - f. It must be prepared in English.
-



# Annex 3

## FINANCIAL PROPOSAL

---

### Cover Page

**IC Reference: ETH-IC-2016-065–International Consultant  
for End Evaluation of the Joint Program on Gender  
Equality and Empowerment of Women Phase II**

**Prepared by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### FINANCIAL PROPOSAL SUBMISSION FORM

**Proposed by:** [insert your name](#)

**Directions:**

- a. The financial proposal shall specify a **total lump sum amount** (including travel, per diems, and number of anticipated working days)
  - b. Payments are based upon output, i.e. upon specific and measurable (qualitative and quantitative) deliverables (as indicated in Section II hereunder) of the services specified in the ToR.
  - c. Failing to submit one of the two Sections hereunder and/or incomplete information will make the proposal automatically disqualified.
  - d. You must send this proposal separately through **our secured email** [procurement.et@undp.org](mailto:procurement.et@undp.org) in a **PDF FORMAT**
-

## I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration in USD
<b>Personnel Costs</b>			
Professional Fees			
Life Insurance [if you find it applicable]			
Medical Insurance [if you find it applicable]			
Communications [if you find it applicable]			
Land Transportation [if you find it applicable]			
Others [pls. specify]			
<b>Travel Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
<b>Duty Travel</b>			
Round Trip Airfares [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
<b>AGGREGATE AMOUNT in USD</b>			

**Amount in Words:** [Insert the total amount in words]

---

## II. BREAKDOWN OF COST BY DELIVERABLES\*

No.	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount (in USD)
1	Inception report, outline and action plan after incorporating comments at the inception meeting,	DSA and travel costs for data collection	
2	First draft evaluation report	40%	
3	Upon submission of Final Report of evaluation and satisfactory certification of good work/completion of all activities	60%	
Total Amount in USD		100%	

\*Basis for payment tranches

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

---

## Annex 4

# GENERAL CONDITIONS OF CONTRACT

## For the Services of Individual Contractors (IC)

---

Which are available on UNDP website at [www.undp.org](http://www.undp.org)

### 1. LEGAL STATUS:

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

### 2. STANDARDS OF CONDUCT: In General:

The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

### 3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the

Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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 services under the Contract

#### **4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed.

The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

## **5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:**

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

## **6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:**

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

## **7. SUBCONTRACTORS:**

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

## **8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:**

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

## **9. INDEMNIFICATION:**

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual

property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

#### **10. INSURANCE:**

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

#### **11. ENCUMBRANCES AND LIENS:**

The Individual 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 UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

#### **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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.

#### **13. TERMINATION:**

Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is

granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

#### **14. NON-EXCLUSIVITY:**

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

#### **15. TAXATION:**

Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

#### **16. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.



If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

## **17. SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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.

## **18. LIMITATION ON ACTIONS:**

Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins,

## **19. PRIVILEGES AND IMMUNITIES:**

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