Empowered lives.
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REQUEST FOR PROPOSAL (RFP)

National Open Bidding	**Date: July 6, 2020**
	RFP-075-IND-2020

Dear Sir / Madam,

We kindly request to submit your proposal for **"**Mid Term Review – UNDP Country Programme "

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

Annexure 1 – Description of Requirements
Annexure 2 - Terms of Reference
Annexure 3 – Form for submitting service provider's Technical proposal
Annexure 4 – Form for submitting service provider's Financial proposal
Annexure 5 – General Terms and Conditions of the Contract

Proposals may be submitted on or before the deadline indicated by UNDP in the e-tendering system. Proposals must be submitted in the online e-tendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using:

Username: event.guest
Password: why2change

and follow the registration steps as specified in the system user guide.

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

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on **"Accept Invitation".**

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

The Financial Proposal and the Technical Proposal files MUST BE COMPLETELY SEPARATE and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of

Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Manikandan Srinivasan
(Procurement Unit)

Annexure- 1

Description of Requirements

Context of the Requirement	The overall objective of the Country Programme Mid Term Review (MTR) is to take stock of the progress in achieving the results of the Country Programme, its relevance, efficiency and effectiveness of strategies and interventions in light of the development priorities, and emerging development issues including in the context of COVID-19 impact at the national and sub-national level. Specifically, the review will: ✓ Assess contribution of the Country Programme 2018-22 including through policy engagement towards the achievement of the national development priorities and objectives within the framework of three Outcome areas as above and the UNSDF; ✓ Verify key results achieved, analysis of key factors that have contributed to the achievement or non-achievement of intended outputs and results; ✓ Review strategies and programme performance including cross sectoral approach / linkages and analyze resource mobilized under the respective outcome areas; ✓ Identify mid-course adjustments, if any, required for the remaining period to ensure strategic positioning and relevance of the Country Programme; ✓ Provide strategic direction, identification of lessons learned, best practices and actionable strategic recommendations including in the context of UNDP's COVID response and recovery framework towards 2030 to feed into the formulation of the next Country Programme 2023 – 2027.
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services	2020 is the year for a Mid Term Review (MTR) of UNDP's work outlined in the GOI-UNDP Country Programme Document 2018-22. The MTR will cover the work undertaken during the period January 2018 to June 2020 and provide an initial assessment of the progress and contribution of UNDP to the development results set out in the CPD results framework 2018 – 22. Further, the MTR will cover and be informed by areas or issues of special focus such as innovation, integration, partnerships, acceleration, and localization of the 2030 development agenda and the SDGs. The scope of the work is to provide strategic recommendations including in the context of emerging priorities and lessons learnt to feed into the process of developing the new UNDP India Country Programme, and to carry out mid-course adjustment for the remaining period of the ongoing Country Programme. ***Review Criteria*** The MTR will be undertaken in line with the four OECD-DAC evaluation

	criteria and UNDP Evaluation Guideline 2019: (a) **relevance**; (b) **effectiveness**; (c) **efficiency**; and (d) **sustainability** of development results. *Gender equality and social inclusion will be addressed in all Outcome areas as a cross-cutting criteria.* ***Relevance*:** This will examine the relevance of the Country Programme in line with the national development priorities, evolving context and opportunities, partnership environment, achievement of the SDGs in the country, alignment with the UNDP Strategic Plan 2018 -21 and specific measures, if any, that will require to be undertaken to ensure full alignment and impact. In doing so, review the theory of change, UNDP's comparative advantage and strategic positioning including policy engagement etc will be considered. Considering the emerging COVID 19 crisis, it would be useful to assess the extent that this Country Programme is appropriately responsive to the needs of the national and sub-national constituents and changing development partner priorities. ***Effectiveness*:** This will look into what extent has the Country Programme achieved output results and evidence of their contribution to the outcomes. In doing so, the review will inter-alia look at whether the principles of leaving no one behind including gender equality were applied, the requisite capacity enhancement of the national and sub-national counterparts took place, leveraging resources and capacities, whether cross cutting approaches such as partnerships, innovations and acceleration, south-south cooperation etc were adequately considered. The review will also look into the programme areas most relevant and strategic for UNDP to scale up or consider going forward. ***Efficiency:*** This criteria looks into what extent the programme results obtained justifies the efficient use of resources (financial and human) and if there is alignment between what has been expended (resource wise) and what has been achieved. Other considerations such as quality and timeliness of the results, value for money, partnership strategies and resource mobilization, use of programming and partnership modalities conducive to the delivery of programme outputs, adequate oversight and monitoring mechanisms, extent to which UNDP policies, processes and decision making have contributed to the achievement of the Country Programme results. The Country Office business processes to support the timely implementation of programming particularly in the context of the COVID crisis may also be considered**.** ***Sustainability*:** This will look into what extent did UNDP establish mechanisms to ensure the sustainability of the results attained including capacities of national and sub national partners, institutional mechanisms including sustainability and transitioning strategies in place to sustain the programme results. The MTR can look into the longer-term projects and review progressive growth and evolution of the projects to assess improvement in capacities of national partners. It also assesses, among others, to what extent do strategic partnerships exist with other national and sub national institutions, COS/NGOs, UN agencies, private sector and

<table>
<tr><td></td><td>development partners to sustain the attained results and to what extent have partners committed to providing continuing support.

Guiding questions will need to be further refined by the external review team and greed with UNDP.</td></tr>
<tr><td>List and Description of

Expected Outputs to be Delivered</td><td>
<table>
<tr><th>Deliverable / Outputs</th><th>Estimated days to complete</th></tr>
<tr><td>Desk review and analysis</td><td>5 days</td></tr>
<tr><td>MTR inception report with final design, methods and tools and presentation / de-brief to senior management followed by presentation to staff</td><td>3 days</td></tr>
<tr><td>Stakeholder interviews, data collection and analysis</td><td>6 days</td></tr>
<tr><td>MTR Draft Report</td><td>4 days</td></tr>
<tr><td>Debrief on draft findings and recommendations to the management and MTR Reference Group</td><td>2 days</td></tr>
<tr><td>MTR second report incorporating feedback and presentation to staff</td><td>2 days</td></tr>
<tr><td>Stakeholder de-brief meeting</td><td>1 day</td></tr>
<tr><td>MTR final draft and presentation to management and MTR Reference Group</td><td>2 days</td></tr>
<tr><td>MTR final report</td><td>3 days</td></tr>
<tr><td>Presentation to a) programme coordinating agency/Ministry of finance and key government partners and b) UNDP India Strategic Planning meeting</td><td>2 days</td></tr>
<tr><td>Total</td><td>30 days</td></tr>
</table>
</td></tr>
<tr><td>Person to Supervise the Work/ Performance of the Service Provider</td><td>The agency will report to Deputy Resident Representative (Programme), and Monitoring and Evaluation Analyst, UNDP India</td></tr>
<tr><td>Frequency of Reporting</td><td>Monthly and/or aligned with Deliverables</td></tr>
<tr><td>Progress Reporting Requirements</td><td>Electronic Reports</td></tr>
<tr><td>Location of work</td><td>Delhi, India</td></tr>
<tr><td>Expected duration of work</td><td>The duration of the MTR will be 30 working days during July - September 2020</td></tr>
<tr><td>Target start date</td><td>27 July 2020</td></tr>
<tr><td>Latest completion date</td><td>30 September 2020</td></tr>
<tr><td>Travels Expected</td><td>Travel as per the requirement of ToR and if situation permits.</td></tr>
</table>

Special Security Requirements	☒ Others [Not Applicable]
Facilities to be provided by UNDP (i.e., must be excluded from Price Proposal)	☒ Others [Not Applicable]
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required
Currency of Proposal	☒ Indian Rupees (INR)
GST on Price Proposal	☒ must be exclusive of GST, which will be paid extra as applicable.
Validity Period of Proposals (Counting for the last day of submission of quotes)	☒ 90 days. In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	☒ Not Permitted.
Payment Terms	Refer Annexure-2, Terms of Reference
Person(s) to review/inspect/ approve outputs/ completed services and authorize the disbursement of payment	- Deputy Resident Representative - Monitoring and Evaluation Analyst
Type of Contract to be Signed	☒ Contract for Services

Criteria for Contract Award	☒ Compliance on Preliminary Examination of Proposals ☒ Compliance on Essential Eligibility/Qualification requirements ☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution). Minimum score to pass in technical evaluation is 70%. ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of the services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for Preliminary Examination of Proposals	• Technical proposal is submitted separately from Financial Proposal • Financial proposal must be password protected. If not, proposal will get rejected. • Latest Certificate of Registration of Business submitted • Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List and List of Suspended and Removed Vendors
Criteria for Essential Eligibility/Qualification	• Agency with at least 5 Years of development experience with substantial demonstrated experience in conducting evaluations and assessments. Experience of managing and advising on large scale development programmes and portfolios with cross-sectoral linkages focusing on poverty, environment, governance, human rights, SDGs, gender equality, inclusion and related cross-cutting development issues; • Thematic expertise: Master's degree in social sciences, economics, public administration or relevant field with at least 8 years of relevant experience; • Team Leader: Master's degree (Phd would be an added advantage) in social sciences, economics, public administration, or relevant field with at least 10 years of broader development experience. **Notes**: 1. If no proposal meets the criteria, UNDP reserves the right not to reward the tender to any of the applicants. The convincing business case is a necessary condition. 2. If bidders do not meet any of the above listed criteria, their proposals will not be considered for further evaluation. 3. Bidders meeting above listed criteria are required to submit evidences (details / documents) in support – otherwise proposal may be disqualified.
Criteria for the Assessment of Proposal	**Technical Proposal (70%)** - Education, qualification, relevant development and work experience, thematic expertise (40) - Methodology, approach, data collection methods, tools and analysis (20)

	- Implementation plan with task timelines, roles and responsibilities of the MTR Team, deliverables; report content (10) **Financial Proposal (30%)** To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	☒ Only one agency.
Deadline of Bid Submission	Date and Time: As specified in the system (note that time zone indicated in the system is New York Time zone). **PLEASE NOTE:-** 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.
Conditions and Procedures for electronic submission and opening, if allowed	☒ One file, containing Technical proposal (including CVs, registration certificate and all supporting documents). ☒ One file, containing Financial Proposal (password encrypted). Password must not be provided to UNDP until it is formally requested by UNDP focal point. Note: We prefer submitting pdf version of files. If one file is too bulky, may split into 4-5 files.
Contact Person for Inquiries (Written inquiries only)	Manikandan Srinivasan, Procurement Unit manikandan.srinivasan@undp.org 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.
Who can apply	Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.

Annexure – 2

Mid Term Review of the GOI-UNDP Country Programme (2018-22)

Terms of Reference

1. Background

The UNDP India Country Programme Document 2018-2022 was approved by the Government of India in June 2017 and subsequently approved in the UNDP Executive Board in September 2017 with a total indicative budget of USD 349.09 Million. The Country Programme Document (CPD) identified three Outcome areas aligned with the Government of India - UN Sustainable Development Framework (UNSDF) 2018-2022 and the UNDP Strategic Plan 2014 -17 and 2018 – 2021.

1) **Outcome 1**: Institutional and systems strengthening for service delivery *(with 5 Output result areas)*
2) **Outcome 2**: Inclusive growth *(with 3 Output result areas)*
3) **Outcome 3**: Energy, environment and resilience *(with 4 Output result areas)*

Outcome 1, Institutional and Systems Strengthening for Service Delivery corresponds to the need for 'growth enablers' expressed in the national agenda through e-governance, systems strengthening, technological innovations, and citizen centric service delivery. The Output result areas are:

- **Output 1.1**: Institutions strengthened to support implementation and monitoring of the SDGs.
- **Output 1.2**: Systems strengthened for increased access to entitlements, services, justice and finance.
- **Output 1.3**: Improved efficiency and effectiveness in public health systems for service delivery benefitting women and the poor.
- **Output 1.4**: Increased provision of digital government services to citizens.
- **Output 1.5**: Partnerships forged between government, private sector, multilateral and bilateral agencies, vertical funds, Corporate Social Responsibility and foundations that provide innovative and effective new development solutions that harness South-South opportunities.

Outcome 2, Inclusive Growth contributes to the 'Sabka Saath, Sabka Vikas' (collective efforts, inclusive development) agenda of the government through innovations, entrepreneurship, skills building and creating well-paid jobs with a focus on marginalized and vulnerable populations. The Output result areas are:

- **Output 2.1**: Models with large-scale replicability, integrating employability, skilling, employment and entrepreneurship targeting women and poor people are developed.
- **Output 2.2**: Poor and vulnerable have the capacity, options and opportunities to move out of deprivation.
- **Output 2.3**: Partnerships for skill development and integrated housing solution forged between government, private sector, multilateral and bilateral agencies, vertical funds, CSR and foundations.

Outcome 3, Energy, Environment and Resilience contributes to the national agenda on sustainability of the environment and forests, sustainable management of natural resources, industrial environmental management, and waste management. The Output result areas are:

- **Output 3.1**: Effective institutional, legislative and policy frameworks in place to enhance the implementation of climate change and disaster risk reduction at national and subnational levels.

- **Output 3.2**: Effective solutions developed at national and subnational levels for sustainable management of natural resources and ecosystems, ozone depleting substances, chemicals and wastes.
- **Output 3.3**. Inclusive and sustainable solutions adopted to achieve increased energy efficiency and universal clean energy access.
- **Output 3.4**: Blended finance mechanisms developed to strengthen sustainable energy and environment solutions.

The Country Programme 2018-22 is underpinned by a framework of "innovative partnerships and blended finance solutions", and "systematically seeks to address institutional and capacity challenges to achieve the transformative change and development impact at scale"[1] The key to programmatic approach is innovation, integration, partnerships, acceleration, and business model improvement. Towards this, one of the key steps has been the establishment of the UNDP India Accelerator lab as a platform to co-create, innovative and integrated solutions for SDGs acceleration.

The Country Programme results and resource framework is at ***Appendix-1***

Building on the lessons learnt from the last Country Programme 2013-17, the Country Programme 2018 - 22 formulation and implementation is informed by some key developments viz;

- Deepening and widening engagement and presence in the States;
- Integrated and innovative development solutions and scalability;
- Re-establishing UNDP's policy engagement at the national level in the background of office restructuring in 2017 resulting in aligning the Country Office capacities largely to support the implementation of key government programmes and schemes at the national and sub-national level;
- Diversifying partnerships and funding base (in view of reduced core funding) with renewed focus on domestic funding;
- Aligning Country Office capacities with delivering the new Country Programme .

The Country Programme is being implemented through 40-45 projects in partnership with the central Line Ministries, state departments with geographical presence in almost all States and UTs, CSOs, private sector and select UN agencies. As of 31 May 2020 the Country Programme expenditure is 25 per cent against the total Country Programme indicative budget 2018-22. The Country Programme has so far mobilized 80 per cent of the indicative noncore resources target of USD 319million for the period 2018-22.

2. Current Changing Context

COVID-19 is an unprecedented health and development crisis that poses an immediate threat to hundreds of millions of people in India while jeopardizing the tremendous gains made in reducing the poverty. The epidemic is overloading vulnerable health systems and overtaxing frontline health workers. At the same time, the efforts required to contain its spread have severely impacted lives and livelihoods and stalled economic activity. Informal workers and people who are on the fringes are highly vulnerable to falling into poverty or facing deepening poverty, hunger, illness, homelessness and social stigma.

UNDP is supporting India's COVID response by contributing to strengthening health systems, mitigating social and economic impacts, and assisting multisectoral planning and coordination at state level. Working in collaboration with WHO, UNDP is helping to procure medical supplies, support

[1] CPD – para 14 and 30

biomedical waste management and build capacities among health professionals. In collaboration with state governments, civil society, the private sector and UN agencies, UNDP also helps strengthen access to social protection among the urban poor, tribal communities, marginalized women and youth, disadvantaged castes and groups, waste collectors, construction workers, migrants and returnees. Drawing on a longstanding experience in supporting governance institutions, UNDP is assisting multisectoral planning of response and recovery efforts and bolstering inclusive outreach to vulnerable communities. UNDP intends to fully leverage its existing programme, staff and technical capacities and most importantly partnerships at the central and state levels to roll out the response and recovery measures and strengthening government's capacities for effective planning, coordination and implementation. *The MTR will review UNDP India's response and provide strategic and practical recommendations going forward.*

3. Mid Term Review Purpose and Objectives

The overall objective of the Mid Term Review (MTR) is to take stock of the progress in achieving the results of the Country Programme, its relevance, efficiency and effectiveness of strategies and interventions in light of the development priorities, and emerging development issues including in the context of COVID-19 impact at the national and sub-national level. Specifically, the review will:

- ✓ Assess contribution of the Country Programme 2018-22 including through policy engagement towards the achievement of the national development priorities and objectives within the framework of three Outcome areas as above and the UNSDF;
- ✓ Verify key results achieved, analysis of key factors that have contributed to the achievement or non-achievement of intended outputs and results;
- ✓ Review strategies and programme performance including cross sectoral approach / linkages and analyze resource mobilized under the respective outcome areas;
- ✓ Identify mid-course adjustments, if any, required for the remaining period to ensure strategic positioning and relevance of the Country Programme;
- ✓ Provide strategic direction, identification of lessons learned, best practices and actionable strategic recommendations including in the context of UNDP's COVID response and recovery framework towards 2030 to feed into the formulation of the next Country Programme 2023 – 2027.

The primary audience for the use of MTR findings and recommendations will be UNDP India. The MTR outcome will inform UNDP's partnerships with the government at national and sub national level and key development partners.

4. Scope of Work

2020 is the year for a Mid Term Review of UNDP's work outlined in the GOI-UNDP CPD 2018-22. The MTR will cover the work undertaken during the period January 2018 to June 2020 and provide an initial assessment of the progress and contribution of UNDP to the development results set out in the CPD results framework 2018 – 22. Further, the MTR will cover and be informed by areas or issues of special focus such as innovation, integration, partnerships, acceleration, and localization of the 2030 development agenda and the SDGs. The scope of the work is to provide strategic recommendations including in the context of emerging priorities and lessons learnt to feed into the process of developing the new UNDP India Country Programme, and to carry out mid-course adjustment for the remaining period of the ongoing Country Programme.

Review Criteria and key guiding questions

The MTR will be undertaken in line with the four OECD-DAC evaluation criteria and UNDP Evaluation Guideline 2019: (a) **relevance**; (b) **effectiveness**; (c) **efficiency**; and (d) **sustainability** of development results. *Gender equality and social inclusion will be addressed in all Outcome areas as a cross-cutting criteria.*

***Relevance*:** This will examine the relevance of the Country Programme in line with the national development priorities, evolving context and opportunities, partnership environment, achievement of the SDGs in the country, alignment with the UNDP Strategic Plan 2018 -21 and specific measures, if any, that will require to be undertaken to ensure full alignment and impact. In doing so, review the theory of change, UNDP's comparative advantage and strategic positioning including policy engagement etc will be considered. Considering the emerging COVID 19 crisis, it would be useful to assess the extent that this Country Programme is appropriately responsive to the needs of the national and sub-national constituents and changing development partner priorities.

***Effectiveness*:** This will look into what extent has the Country Programme achieved output results and evidence of their contribution to the outcomes. In doing so, the review will inter-alia look at whether the principles of leaving no one behind including gender equality were applied, the requisite capacity enhancement of the national and sub-national counterparts took place, leveraging resources and capacities, whether cross cutting approaches such as partnerships, innovations and acceleration, south-south cooperation etc were adequately considered. The review will also look into the programme areas most relevant and strategic for UNDP to scale up or consider going forward.

Efficiency: This criteria looks into what extent the programme results obtained justifies the efficient use of resources (financial and human) and if there is alignment between what has been expended (resource wise) and what has been achieved. Other considerations such as quality and timeliness of the results, value for money, partnership strategies and resource mobilization, use of programming and partnership modalities conducive to the delivery of programme outputs, adequate oversight and monitoring mechanisms, extent to which UNDP policies, processes and decision making have contributed to the achievement of the Country Programme results. The Country Office business processes to support the timely implementation of programming particularly in the context of the COVID crisis may also be considered**.**

***Sustainability*:** This will look into what extent did UNDP establish mechanisms to ensure the sustainability of the results attained including capacities of national and sub national partners, institutional mechanisms including sustainability and transitioning strategies in place to sustain the programme results. The MTR can look into the longer-term projects and review progressive growth and evolution of the projects to assess improvement in capacities of national partners. It also assesses, among others, to what extent do strategic partnerships exist with other national and sub national institutions, COS/NGOs, UN agencies, private sector and development partners to sustain the attained results and to what extent have partners committed to providing continuing support.

Guiding questions will need to be further refined by the external review team and greed with UNDP.

5. Methodology

The MTR will be guided by the purpose, scope and objectives outlined above. The MTR should employ a combination of both qualitative and quantitative evaluation methods and instruments. The MTR should employ a participatory approach whereby interviews with key stakeholders will provide and verify the substance of the findings. Information will be triangulated (i.e. verified from different sources) to the extent possible, and when verification is not possible, the single source will be mentioned. Analysis leading to the evaluative judgements should always be clearly spelled out. The

limitations of the methodological framework should also be spelled out in the review reports.

The following methodologies for data collection are expected to be applied during the MTR:

a) Desk review of key programme documents and relevant sources of information;
b) Semi-structured interviews, questionnaires with key stakeholders as agreed in the inception report;
c) Regular consultations with the UNDP India senior management and MTR Reference Group;
d) In addition, any necessary methodologies for ensuring that the MTR addresses the Country Programme multi-faceted nature of work, changes in programming context and needs of vulnerable groups in the CPD.

The final methodological approach including interview schedule, questionnaire, and data to be used in the MTR will be clearly outlined in the inception report and be fully discussed and agreed between UNDP and the MTR external team.

The MTR will be divided into three stages:

Stage I: Planning Phase *(virtual proposed)*

With the Covid -19 crisis, ensuring the safety of the MTR teams, Phase 1 of the MTR will be conducted virtually by the MTR external team which includes remote arrangements to conduct five key tasks **(a)** desk review of key documents and relevant sources of information; **(b)** context analysis in which the Country Programme has been operating since its inception in 2018 and current evolving context (e.g. COVID crisis); **(c)** finalize inception report; **(d)** design of MTR methodology, tools and questionnaires; and **(e)** orientation of UNDP Country Office team on the MTR process, methodology, timelines etc. The Inception Report will be finalized after it has been reviewed and cleared by the UNDP India MTR Reference Group (refer section 7).

Stage II: Validation *(virtual or on site/ face to face)*

Option 1: Virtual validation

Consultations with and inputs from various stakeholders will be critical to feed into and validate the programme contribution and results. In case of travel and movement restrictions, the MTR team will collect data and seek inputs and feedback virtually through relevant web-based surveys, virtual meetings, electronic exchanges etc with key government partners, CSO, private sector, donors, implementing partners, project beneficiaries, UN and other development partners as well as internally with programme and project teams. Photographs, videos, satellite imagery etc could be used to gather data & evidence. Based on the methodology, analysis plan and desk review, the external MTR team will identify stakeholders for data collection in consultation with UNDP and finalize the check list with identified areas of query. To the extent possible efforts will be undertaken to gather feedback from the project beneficiaries to ensure the voices of all groups including the vulnerable and marginalized will be taken into account.

Option 2: On-site or face to face validation

If the situation permits, the MTR external team will visit select field sites identified by UNDP to undertake in-depth interviews with government stakeholders both at national and state level, development partners, stakeholders involved in programme and project implementation and beneficiaries, discussion with UNDP Team Leaders, programme and project teams. Focus Group Discussions to be held wherever appropriate (specially recommended for beneficiaries). All interviews should be undertaken in full confidence and anonymity.

Stage III: Analysis, Debriefing and Report Writing

Upon completion of the desk review and data collection, the MTR external review team will analyze

all information and develop a draft MTR report for the UNDP India CO. The external review team is required to ensure validity, credibility and reliability of data including through triangulation of the various data sources. Prior to the drafting of the MTR report, the MTR external team will debrief UNDP programme and management teams with preliminary findings ensuring that they are based in evidence. Debriefings with key stakeholders will be organized virtually or face to face where possible.

The draft report including the recommendations will be shared with staff and the management for their feedback, inputs and address any factual errors. Following the revision of the draft report, a workshop (or virtual equivalent) will be organized with internal and external stakeholders facilitated by the external review team to share and validate the draft report. The outcome of this workshop will be incorporated in the MTR final report. The key findings in the final report will also be presented by the external MTR team to UNDP's Country Programme coordinating agency in the government / Ministry of Finance and key government partners and at the UNDP India Strategic Planning Meeting.

6. MTR Key Deliverables

- ✓ **Inception report** (6-8 pages max) including key questions and tools.
- ✓ **Draft MTR Report** (30 – 35 pages max) excluding annexures. The report should be strategic, future-oriented, results-driven and analytical. The report should also include a tabulated summary of strategic progress overview against each CPD Output, and adjusted / aligned CPD Results Framework table).
- ✓ **Final MTR Report** (report should include a final tabulated summary of strategic progress overview against each CPD Output, and adjusted / aligned CPD Results Framework table).
- ✓ **Presentation deck** for a) Stakeholder briefing; b) Programme coordinating agency/Ministry of Finance and key government partners and c) (Internal) Strategic Planning Meeting.

7. MTR Process Management and Timelines

Under the guidance and oversight of the UNDP Resident Representative and Deputy Resident Representative (Programme), the Monitoring and Evaluation Analyst with support from M&E Associate will be responsible for coordinating the MTR process and ensure quality and timeliness of the deliverables. An MTR Reference Group comprising UNDP senior management, programme and operational team leads and key programme and project staff will support the MTR process and give comments and directions at key stages of the MTR process. The Group will review the MTR deliverables for quality and completeness and request for adjustments from the external MTR review team as needed. The external MTR review team is expected to present drafts and final findings and recommendations first to UNDP Senior Management and the MTR Reference Group. The MTR Reference Group will review and clear the draft reports and final findings and recommendations.

The duration of the MTR will be 30 working days during July - September 2020. If situation permits, the MTR review team will be based in UNDP India Country Office, New Delhi with field visits to select project sites and meetings with partners. If travelling is not possible and safe due to the Covid-19 pandemic, the MTR will be conducted virtually. The estimated person days and schedule proposed is as follows:

Deliverable / Outputs	Estimated days to complete
Desk review and analysis	5 days
MTR inception report with final design, methods and tools and presentation / de-brief to senior management followed by presentation to staff	3 days
Stakeholder interviews, data collection and analysis	6 days
MTR Draft Report	4 days
Debrief on draft findings and recommendations to the management and MTR Reference Group	2 days
MTR second report incorporating feedback and presentation to staff	2 days
Stakeholder de-brief meeting	1 day
MTR final draft and presentation to management and MTR Reference Group	2 days
MTR final report	3 days
Presentation to a) programme coordinating agency/Ministry of finance and key government partners and b) UNDP India Strategic Planning meeting	2 days
Total	**31 days**

The multiple reviews and revisions may be necessary for the draft report, and the final payment will be made to the agency only when UNDP senior management approves the final MTR report and presentations. Comments will be incorporated as deemed appropriate by the MTR team. A 'Response to comments matrix' will be prepared by the MTR team to show how comments received have been dealt with in the Final MTR Report. The process is considered complete once the final report is approved by UNDP and the final findings and recommendation presented to the stakeholders.

MTR External Team composition, roles and responsibilities, and required competencies

The MTR process will be undertaken by a **national** agency with a broader development experience and available thematic expertise in poverty reduction, inclusive growth, governance, health, energy, environment and resilience. The agency will identify the Team Lead and thematic experts to undertake the MTR process. The Team Lead will be the overall lead and manage the MTR of the Country Programme in accordance with the proposed objective, scope and timelines of the MTR process and deliverables.

The expected profile of the national agency, roles and responsibilities and required competencies are as follows:

- At least 5 Years of development experience with substantial demonstrated experience in conducting evaluations and assessments. Proven experience of evaluation of programme and projects for international organisations, preferably UN/UNDP;
- Experience of managing and advising on large scale development programmes and portfolios with cross-sectoral linkages focussing on poverty, environment, governance, human rights, SDGs, gender equality, inclusion and related cross-cutting development issues;
- Thematic expertise as identified in the TOR with at least 8 years of experience of working in the thematic / Outcome area and substantial proven and demonstrated experience in assessing, evaluating development programmes and projects. Experience of evaluation of programme and

projects with international organizations preferable UN / UNDP is desirable; ***Qualification***: Master's degree in social sciences, economics, public administration or relevant field;

- Team Lead with broader development experience of at least 10 years and substantial proven and demonstrated experience in programme reviews, assessments and evaluation with international organizations preferably UN / UNDP is desirable, who will lead the external MTR team, provide strategic guidance and manage the MTR process and deliverables in accordance with the proposed objective, scope and timelines of the MTR; ***Qualification:*** Master's degree (Phd would be an added advantage) in social sciences, economics, public administration, or relevant field;
- Lead key stakeholders' discussion including key government counterparts, donors, implementing partners, CSOs, and focus group discussions to collect, collate and synthesize information (both national and state levels);
- Undertake field visit to project sites for validation, if situation permits;
- Ensure quality of all deliverables, including the final report, ensuring the triangulation of the findings, obtain strong evidence for the analysis of information from multiple sources;
- Incorporate the comments and feedback of the stakeholders in the draft report, lead the debriefing with senior management and UNDP team, finalize the draft MTR report with all comments incorporated and submit the FINAL report to UNDP within stipulated timeline;
- Maintain comments and feedback matrix;
- Lead presentation of the report and sharing of key findings to the government and other stakeholders and de-briefing meetings and presentations to the UNDP India team;
- Deliver the agreed MTR products to the right standard and quality; Account for what the team has done (and spent);
- Keep to the standards and ethical principles in line with UNEG norms and standards and Ethical Guidelines.

Required key competencies of the team:

- Experience of working with development programmes with focus on Poverty, inclusion, governance, environment, SDGs, gender equality and related cross-cutting development issues; Experience in gender sensitive review and analysis and demonstrated understanding of issues related to gender-mainstreaming;
- Demonstrated experience of conducting programme and project reviews, assessments, evaluations with international organizations. Experience with UN / UNDP is desirable;
- Experience with UNDP and familiarity with UNDP's Signature Solutions will be considered as asset;
- Knowledge of the political, cultural, and economic contexts of the Country;
- Knowledge of qualitative and quantitative evaluation methods;
- Proven experience in data analysis as well as report writing;
- Strong analytical skills (quantitative and qualitative) and strong ability to communicate and summarize this analysis in writing;
- Excellent inter-personal, teamwork and communication skills;
- Experience of conducting stakeholder interviews and collecting data remotely;
- Flexibility in remote working arrangements and experience of conducting stakeholder interviews and collecting data remotely;
- Openness to change and ability to receive and integrate feedback;
- Excellent report writing, presentation and editing skills in English.

The agency must be independent from any involvement in designing, executing or advising any aspect of the intervention that is the subject of the Mid-term review. To this end, interested agencies will not be considered if they were directly and substantively involved, as an employee or consultant, in

the formulation of UNDP strategies and programming relating to the CPD under review.

The agency is required to submit the following:

- **Technical proposal** with proposed methodology; composition, profile and CV of proposed MTR Team Members (i.e. Team Lead (1) and 2-3 Thematic Experts covering poverty and inclusive growth; health and governance; and energy, environment & resilience
- **Financial Proposal**

A combined scoring method will be used where the qualifications and technical proposal will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%.

Payment Terms

S. no.	Deliverables	Percentage to be released
1.	Finalized Inception report	20%
2.	Draft report will all comments incorporated	30%
3.	Final report duly cleared and approved by UNDP management	30%
4.	Final Presentation to a) key government partners; and b) UNDP India Strategic Planning Meeting	20%

8. Mid Term Review Ethics

This MTR will be conducted in accordance with the principles outlined in the United Nations Evaluation Group (UNEG) 'Ethical Guidelines for Evaluation'. The consultant must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultant must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners.

The agency will be held to the highest ethical standards and are required to sign a Code of Conduct upon acceptance of the assignment.

List of Appendixes enclosed:

1. CPD Results and Resources Framework 2018-2022
2. Inception report structure / outline
3. MTR final report content structure / outline
4. MTR Matrix
5. Response to MTR comments matrix
6. List of key documents to be reviewed
7. List of partners / stakeholders
8. UNEG Ethical Guidelines for Evaluation (attached at the end)

Appendix -1

Country Programme Results and Resources Framework:

Country Programme Outcome 1: Institutional and systems strengthening for service delivery		
UNSDF Priority Area: By 2022, there is improved and more equitable access to, and utilization of, quality affordable health, nutrition, and water and sanitation services.		
Related Strategic Plan Outcome (2014-2017)[2]: Countries have strengthened institutions to progressively deliver universal access to basic services.		
UNSDF outcome indicator(s), baselines and target(s)	**Indicative Country Programme Outputs *(including indicators, baselines and targets)***	**Indicative resources by Outcome area (in USD)**
UNSDF Outcome 1 1.2. Number of states/Union Territories providing multiple services through single point of access at the local level. Baseline: 0 Target: 10 1.4. Number of states in which gram panchayat prepare integrated development plans oriented to SDGs. Baseline: 0 Target: 10 1.5. Number of states implementing digital or other innovations in public service delivery. Baseline: 0 Target: 10 **UNSDF Outcome 3** 3.1. Percentage children under five years of age who are stunted Baseline: 38.7% Target: 27.9% (40% reduction as per global target)	**Output 1.1**: Institutions strengthened to support implementation and monitoring of the SDGs. *Indicator 1.1.1: Number of states in which Gram Panchayats prepare integrated plans focusing on SDGs.* *Baseline: to be established; Target: 10 additional* **Output 1.2**: Systems strengthened for increased access to entitlements, services, justice and finance. *Indicator 1.2.1: Number of states/Union Territories integrating access to legal aid through common service centers* *Baseline: 10; Target: 15* **Output 1.3**: Improved efficiency and effectiveness in public health systems for service delivery benefitting women and the poor. *Indicator 1.3.1: Number of states covered through health systems strengthening benefitting women and the poor.* *Baseline: 12; Target: 36* **Output 1.4**: Increased provision of digital government services to citizens. *Indicator 1.4.1. Number of states with services linked to single window national services portal providing digital services.* *Baseline: to be established; Target: 8 additional* **Output 1.5**: Partnerships forged between government, private sector, multilateral and bilateral agencies, vertical funds, Corporate Social Responsibility (CSR) and foundations that provide innovative and effective new development solutions that harness South-South opportunities. *Indicator 1.5.1: Number of new partnerships and/or South-South innovations.*	Regular 11 million Other 72.49 million Total: 83.49 million

[2] At the time of UNDP CPD formulation, the UNDP Strategic Plan 2018-21 was under approval. Therefore, the CPD used the Strategic Plan 2014-17 Outcome areas. However, it may be noted that the CPD results framework is aligned with the new strategic plan framework (2018-21) in UNDP's online Corporate Planning System.

	Baseline: to be established; Target: 3 additional	
Country Programme Outcome 2: **Inclusive growth**		
UNSDF Priority Area: By 2022, institutions are strengthened to progressively deliver universal access to basic services, employment, and sustainable livelihoods to the poor and excluded, in rural and urban areas.		
Related Strategic Plan Outcome (2014-2017): Growth and development are inclusive and sustainable, incorporating productive capacities that create employment and livelihoods for the poor and excluded.		
UNSDF outcome indicator(s), baselines and target(s)	**Indicative Country Programme Outputs *(including indicators, baselines and targets)***	**Indicative resources by Outcome area (in USD)**
UNSDF Outcome 1 1.6. Number of documented, replicable models demonstrating integrated/sectoral development solutions for vulnerable groups. Baseline: 0; Target: 30 1.8. Percentage increase in the number of poor households in selected states having access to improved, context relevant housing. Baseline: Assam:0; Target: 30% Baseline: Odisha:0; Target: 30% 1.9. Number of new partnerships for social housing and related skills development formed between government, private sector, vertical funds and foundations. Baseline: 0; Target: 10 1.11. Percentage of scheduled tribes and other forest dwelling women with access to forest land for habitation, cultivation and forest-based livelihoods. Baseline: 17.8 Lakhs; Target: 30% **UNSDF Outcome 4** 4.2. (a) Number of new entrepreneurs benefited from the Government's new policy initiatives such as Start-Up India, Stand-Up India and Skill India Baseline: tbd; Target: tbd 4.8 Number of states adopting skills and entrepreneurship development policies and reporting an increase in budgetary spending. Baseline: tbd; Target: tbd	**Output 2.1**: Models with large-scale replicability, integrating employability, skilling, employment and entrepreneurship targeting women and poor people are developed. *Indicator 2.1.1: Number of states providing career counselling in state-run educational and vocational establishments targeting women and poor.* *Baseline: 2 states; Target: 5 states* *Indicator 2.1.2: Percentage increase in the ownership of enterprise by women from marginalized communities.* *Baseline: 1.4% (national level); Target: 3% in select states.* *Indicator 2.1.3: Number of collectives of poor producers initiating and continuing access to capital and risk management through new modes of financing.* *Baseline: To be established; Target: 10 new collectives* **Output 2.2**: Poor and vulnerable have the capacity, options and opportunities to move out of deprivation. *Indicator: 2.2.1: Number of replicable models demonstrating integrated/sectoral development solutions for women, poor, vulnerable groups, particularly in tribal, mining and Left-Wing Extremism areas.* *Baseline: To be established; Target: 20.* *Indicator 2.2.2: Percentage increase in vulnerable groups obtaining tangible benefits from enabling legislations and schemes (segregated by vulnerable groups).* *Baseline: to be established; Target: 30%* *Indicator 2.2.3: Percentage increase in poor gaining access to improved, context relevant housing.* *Baseline: To be established; Target: 20%.* **Output 2.3**: Partnerships for skill development and integrated housing solution forged between government, private sector, multilateral and bilateral	Regular 8.02 million Other 76.32 million Total: 84.34 million

	agencies, vertical funds, CSR and foundations. *Indicator 2.3.1: Number of new partnerships with private sector facilitated by UNDP in skill development and integrated housing solutions.* *Baseline: 5 (skills development); Target: 15* *Baseline: To be established (integrated housing solutions). Target: 5 additional*	
Country Programme Outcome 3: Energy, environment and resilience		
UNSDF Priority Area: By 2022, environmental and natural resource management is strengthened, and communities have increased access to clean energy and are more resilient to climate change and disaster risks.		
Related Strategic Plan Outcome (2014-2017): Countries are able to reduce the likelihood of conflict, and lower the risk of natural disasters, including from climate change.		
UNSDF outcome indicator(s), baselines and target(s)	**Indicative Country Programme Outputs *(including indicators, baselines and targets)***	**Indicative resources by Outcome area (in USD)**
UNSDF outcome 6 6.1 Annual reduction in tons of CO2 (tCO2/year) in line with the nationally determined contribution and commitments under UNFCCC. Baseline:0.5 million (2018) Target:1.5 million CO2 (2022) 6.2 Extent of implementation of HCFC phase-out management plan Baseline:10% (2018) Target:35% (2022) 6.3: Number of state governments adopt and implement climate adaptation and disaster risk reduction strategies in line with the Sendai Framework. Baseline:2 (2018) Target:6 (2022) 6.4 Terrestrial, coastal and marine areas protected, restored or managed through integrated programmes for ecosystem resilience and community-based climate adaptation. Baseline:19 lakh hectares (2018) Target: 21 lakh hectares (2022) 6.5 Integrated approaches adopted to reduce pollution and environmental degradation with a focus on chemicals and waste management.	**Output 3.1**: Effective institutional, legislative and policy frameworks in place to enhance the implementation of climate change and disaster risk reduction at national and subnational levels. *Indicator 3.1.1: Number of national, state and sectoral disaster risk reduction and climate change strategy/action plans that also address gender considerations implemented.* *Baseline: 2 Target: 10* **Output 3.2**: Effective solutions developed at national and subnational levels for sustainable management of natural resources and ecosystems, ozone depleting substances, chemicals and wastes. *Indicator 3.2.1 Number of policies and programme promoting sustainable livelihoods and incorporating gender responsive strategies for natural resources and ecosystems management.* *Baseline: 4; Target: 7* *Indicator 3.2.2: Number of scalable initiatives incorporating improved management of ozone depleting substances, chemicals and/or wastes* *Baseline: 2; Target: 4* **Output 3.3**. Inclusive and sustainable solutions adopted to achieve increased energy efficiency and universal clean energy access. *Indicator 3.3.1: Underserved, poor communities and women benefiting from new partnerships with funding for sustainable energy solutions.* *Baseline: 0.1 million (2018); Target: 1.03 million* *Indicator 3.3.2: Number of sectors upscale energy efficiency, and/or renewable energy coverage.* *Baseline: 5; Target: 10*	Regular 11 million Other 170.26 million Total: 181.26 million

Baseline: 0 (2018) Target: tbd (2022) 6.6 Enhanced energy access within vulnerable communities. Baseline: 0 (2018) Target: tbd (2022)	**Output 3.4**: Blended finance mechanisms developed to strengthen sustainable energy and environment solutions. *Indicator 3.4.1: Number of blended finance mechanisms developed, and funds mobilized.* *Baseline:1; Target: 4*	
Total		**Regular + Other: 349.09 million**

Appendix 2

Inception report structure / outline

Following the contracting, the MTR external team will prepare a brief inception report that contains:

- Background and context illustrating the understanding of the programme and outcome areas to be reviewed;
- MTR objectives, purpose and scope. A clear statement of the objectives of the MTR and main aspects or elements of the initiative to be examined;
- MTR review criteria and questions. The criteria the MTR will use to assess programme performance and rationale. The stakeholders to be met and interview questions should be included and agreed as well as a proposed schedule for field site visits and / or virtual interviews;
- Clear approach, methodology and data collection tools on the basis of which the programme will be reviewed with a description of data-collection methods, sources and analytical approaches to be employed, including the rationale for their selection (how they will inform the MTR) and their limitations;
- Clear review framework including a detailed list of review questions for each of the thematic areas/outcomes, sources/methods of data collection, and list of key stakeholders and other individuals, who should be consulted, developed with the assistance of the UNDP India team, including main line of interview questions for each of the stakeholder groups;
- Details of how cross-cutting issues required to be evaluated, considered and analysed throughout the MTR process. The description should specify how methods for data collection and analysis will integrate gender considerations and ensure inclusion of diverse stakeholders, including the most vulnerable where appropriate;
- Schedule of key milestones, list of activities, deliverables and responsibilities / division of tasks including the MTR stages (desk review, data collection, data analysis and reporting);
- Outline of the MTR draft / final Report with table of content, tables and Annexes;
- List of documents that will be reviewed and consulted by the review team;
- List of stakeholders to be consulted during the MTR process.

Appendix 3

MTR final report structure / outline

The key product expected from this MTR is a comprehensive analytical report in English, meeting the required criteria outlined for objective, scope, structure and content. The report should be strategic, future-oriented, results-driven and analytical and should, at least, include the following content:

- Table of contents
- List of acronyms and abbreviations
- Executive summary
- Introduction

- Description of interventions
- Scope and objectives; description of the review methodology; data analysis
- An analysis of the situation in line with the scope of the MTR
- Outcome wise key results and findings including a tabulated summary of strategic progress overview against each CPD Output under each Outcome area; and an adjusted / aligned CPD Results Framework table
- Overall Key findings
- Conclusions
- Recommendations
- Lessons learned
- Annexes include but not limited to: TOR, field visits, list of partners and stakeholders consulted and interviewed, questionnaires and other tools followed, list of documents reviewed, list of UNDP managers and project staff consulted and interviewed, and Others as deemed necessary by the MTR team to support the MTR findings and recommendations in the final MTR Report

Appendix 4

MTR Matrix

Review Criteria	Key Questions	Specific sub questions	Data sources	Data collection methods / tools	Methods of data analysis

Appendix 5

Response to comments matrix

Chapter and section number	Paragraph number / line number	Comments	MTR team response and /or action taken

Appendix 6

List of key documents to be reviewed. This would include a review of inter alia

- UNDP Strategic Plan (2018-2021)
- UN India Sustainable Development Framework 2018-22
- UNDP India Country Programme and results framework 2018-22
- Country Programme Evaluation Report 2013-17
- GOI report on Localising SDGs: Early Lessons from India 2019
- GOI report on SDG India Index and Dashboard 2019 -20
- GOI Voluntary National Report on SDGs (2020)
- UN Framework for the Immediate Socio-Economic Response to COVID 19
- UNDP Corporate COVID Response and Recovery Framework
- UNDP India COVID impact analysis to inform our programme
- Project documents and annual work plans
- Results Oriented Annual (Programme) Reports (ROAR) 2018 and 2019
- Programme strategic planning and review minutes
- Project mid-term reviews and evaluation reports for the period under review
- Project Steering Committee minutes

- Project quarterly and annual progress reports
- Country Programme Management Board minutes
- Donor contribution agreements and donor progress reports
- Other documents as relevant

Appendix 7

List of partners / stakeholders

- Department of Economic Affairs, Ministry of Finance
- NITI Aayog
- Line ministries
- State governments
- Donors
- UN agencies
- Private sector and Foundations
- Research institutions / Academia / think tanks
- CSOs / NGOs
- Project beneficiaries

UNDP India

- Management Team and Team Leaders
- Programme and project staff

Annexure- 3

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery[2])

[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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. e) 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, specifications, 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.

[2] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

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]

Annexure - 4

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

A. Cost Breakdown per Deliverable*

S. no.	Deliverables	Percentage to be released
1.	Finalized Inception report	20%
2.	Draft report will all comments incorporated	30%
3.	Final report duly cleared and approved by UNDP management	30%
4.	Final Presentation to a) key government partners; and b) UNDP India Strategic Planning Meeting	20%

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

B. Cost Breakdown by Cost Component:

Description of Activity	Remuneration per Unit of Time (in INR)	Total Period of Engagement (in days)	No. of Personnel	Total Amount (INR)
I. Personnel Services*				
1. Team Leader				
2. Team Member1				
3. Team Member2				
4. Team Member 3				
Other Key personnel				
V. Out of Pocket Expenses				
• Travel & Accommodation				
•Communications				
Others, if any.				
Total				**INR…..**…….

*** Structure of the team is to be proposed by Proposer in accordance to their understanding of the ToR.**

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

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfilment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

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

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract

.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the

deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

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

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.,* a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be

interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

17.2 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

17.2.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

17.2.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably
withheld.

17.2.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

17.2.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

17.2.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

17.2.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or

dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

9.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*

9.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*

9.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and*,

9.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UNDP following the assignment or transfer.

10. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UNDP. UNDP shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNDP reasonably considers is not qualified to perform obligations under the Contract. UNDP shall have the right to require any subcontractor's removal from UNDP premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its 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.

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not

limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully

reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or,*

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

12.1 The 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 brought by any third party against UNDP, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

12.1.1 allegations or claims that the possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or,*

12.1.2 any acts or omissions of the 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.

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the

performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

13.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

13.4 The Contractor acknowledges and agrees that UNDP accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

13.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UNDP, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

13.5.3 provide that UNDP shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

13.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNDP.

13.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

13.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

14. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may 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 Contractor or UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the 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.

16.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 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 work under the Contract.

17. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The 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 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

18. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

18.1 The Recipient shall:

18.1.1 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*,

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

18.2 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 18, the Recipient may disclose Information to:

18.2.1 any other party with the Discloser's prior written consent; *and*,

18.2.2 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:

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

18.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

18.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

18.3 The Contractor may disclose Informat*ion to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the 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.

18.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

19.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, 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 Contractor. The Contractor acknowledges and agrees that, with respect to

any obligations under the Contract that the Contractor must perform in areas in which 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

20.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

20.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UNDP, the Contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing:

20.3.1 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;

20.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

20.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UNDP and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

20.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

20.3.5 transfer title and deliver to UNDP the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

20.3.6 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;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or,*

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

23. SETTLEMENT OF DISPUTES:

23.1 AMICABLE SETTLEMENT: The Parties 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.

23.2 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 23.1, 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. 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") and Article 34 ("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.

24. 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.

25. TAX EXEMPTION:

25.1 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 UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 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 at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

27.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds

determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it 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 Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth 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" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules,

and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

34. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the 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 Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

35.3 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Appendix – 8

UNEG – Ethical Guidelines

Foundation Document

UNEG
United Nations Evaluation Group

UNEG Ethical Guidelines for Evaluation

UNEG, March 2008

The Ethical Guidelines for Evaluation were formally approved by UNEG members at the UNEG Annual General Meeting 2008.

These Guidelines expand on the Ethical Code of Conduct for Evaluation on the UN System (UNEG/FN/CoC[2008]).

UNEG/FN/ETH(2008)

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Introduction

Basis

1. The UNEG ethical guidelines for evaluation are based on commonly held and internationally recognized professional ideals. The Guidelines have been drawn up with reference to relevant texts (see Annex 1), principal among them the UN Norms and Standards for Evaluation.

2. All staff members of the United Nations are subject to the Standards of Conduct for the International Civil Service[1], which obliges staff to conduct themselves in accordance with the highest standards of integrity as enshrined in the Charter of the United Nations (see Annex 2 for relevant extracts). These Guidelines are consistent with the Standards of Conduct.

3. These Guidelines expand on the Ethical Code of Conduct for Evaluation on the UN System.

Purpose

4. Aspiring to ethical conduct in evaluation is important for a number of reasons:

   a. *Responsible use of power* – the power to commission an evaluation implies a responsibility towards all those involved in the evaluation for the proper conduct of the evaluation.

   b. *Ensuring Credibility* – with a fair, impartial and complete assessment, stakeholders are more likely to have faith in the results of an evaluation and so take note of the recommendations arising.

   c. *Responsible use of resources* – ethical conduct in evaluation increases the chances of acceptance by the parties to the evaluation and therefore the likelihood that the investment in the evaluation will result in improved outcomes.

Application

5. These Guidelines apply to the conduct of evaluation in all UN agencies whether by staff, members, external consultants, or evaluators from partner organizations. Individual agencies may impose additional obligations related to evaluation of activities specific to their mandate.

[1] Originally prepared in 1954 by the International Civil Service Advisory Board, updated by the International Civil Service Commission in 2001, and welcomed by the General Assembly Resolution 56/244

Ethical Conduct in Evaluation – A Shared Responsibility

6. All those engaged in designing, conducting and managing evaluation activities should aspire to conduct high quality work guided by professional standards and ethical and moral principles. The integrity of evaluation is especially dependent on the ethical conduct of key actors in the evaluation process, including:

a. *Evaluators* - conducting evaluation, whether UN staff members, external consultants, or evaluators from partner organisations and governments.

b. *Evaluation Manager* - charged with the management of evaluation exercises.

c. *Director of Evaluation* - the individual head of the evaluation office or unit charged with the management of the evaluation function within the UN agency (and, in some agencies, oversight of a decentralized evaluation function).

d. *Evaluation Office* - the office or unit within the agency carrying the primary responsibility for the evaluation function.

e. *Evaluation Commissioner* – the party requesting and/ or overseeing the evaluation (in some cases the roles of evaluation manager and commissioner may be combined)

Ethical Principles in Evaluation

Intentionality of Evaluation

Utility

7. Evaluations should be designed to help organisations address and effectively serve the needs of the full range of participants (see also 3.3 Participants). Evaluations are valuable to the extent to which they serve the information and decision-making needs of intended users, including answering the questions posed of the evaluation by its commissioners.

Necessity

8. Evaluation involves the expenditure of time and financial resources and, even where mitigated, can lead to disruption, invasion of privacy and exposure to risks. Therefore evaluations shall only be commissioned where they are necessary and the effort justified in terms of the benefits likely to accrue from the evaluation exercise.

Obligations of Evaluators

Independence

9. Evaluation in the United Nations systems should be demonstrably free of bias. To this end, evaluators are recruited for their ability to exercise independent judgement. Evaluators shall ensure that they are not unduly influenced by the views or statements of any party. Where the evaluator or the evaluation manager comes under pressure to adopt a particular position or to introduce bias into the evaluation findings, it is the responsibility of the evaluator to ensure that independence of judgement is maintained. Where such pressures may endanger the completion or integrity of the evaluation, the issue will be referred to the evaluation manager and, where necessary, the director of evaluation, who will discuss the concerns of the relevant parties and decide on an approach which will ensure that evaluation findings and recommendations are consistent, verified and independently presented (see below Conflict of Interest).

Impartiality

10. Evaluations must give a comprehensive and balanced presentation of strengths and weaknesses of the policy, program, project or organizational unit being evaluated, taking due account of the views of a diverse cross-section of stakeholders. Evaluators shall:

a. Operate in an impartial and unbiased manner at all stages of the evaluation.

b. Collect diverse perspectives on the subject under evaluation.

c. Guard against distortion in their reporting caused by their personal views and feelings.

Credibility

11. Evaluation shall be credible and based on reliable data and observations. Evaluation reports shall show evidence of consistency and dependability in data, findings, judgements and lessons learned; appropriately reflecting the quality of the methodology, procedures and analysis used to collect and interpret data. Evaluation managers and evaluators shall endeavour to ensure that each evaluation is accurate, relevant, and timely and provides a clear, concise and balanced presentation of the evidence, findings, issues, conclusions and recommendations.

Conflicts of Interest

12. Conflicts of interest shall be avoided as far as possible so that the credibility of the evaluation process and product shall not be undermined. Conflicts of interest may arise at the level of the Evaluation Office, or at that of individual staff members or consultants. Conflicts of interest should be disclosed and dealt with openly and honestly.

13. Evaluators are required to disclose in writing any past experience, of themselves, their immediate family, close friends or associates, which may give rise to a potential conflict of interest.

14. Evaluators engaged by a UN agency shall not have had any responsibility for the design, implementation or supervision of any of the projects, programs or policies that they are evaluating.

15. Under exceptional circumstances, it may be necessary to engage an evaluator who has a past connection with the object of the evaluation, for example where there is very small pool of competent experts. In such a case, measures to safeguard the integrity of the evaluation shall be adopted and such measures shall be disclosed in the evaluation report. The director of evaluation shall ensure that the evaluator in question is not appointed as evaluation manager or evaluation team leader.

16. The Evaluation Office shall avoid any conflict of interest, which might arise, or appear to arise, as a result of the acceptance of any form of external support or assistance. For example, the acceptance of supplementary funding for any of its activities, from bilateral or multilateral agencies or other parties shall be carefully considered and managed. Such funding must not lead to any bias in the evaluation approach, opinion, or findings. The director of evaluation shall carefully assess any offer of assistance to ensure the necessary independence of judgement from any contributing parties and to prevent any undue influence over the work of the Office.

Honesty and Integrity

17. Successful evaluation depends on the honesty and integrity of the entire evaluation process. Evaluators shall:

a. Accurately represent their level of skills and knowledge and work only within the limits of their professional training and abilities in evaluation, declining assignments for which they do not have the skills and experience to successfully complete.

b. Negotiate honestly the costs, tasks to be undertaken, limitations of methodology, scope of results likely to be obtained, and uses of data resulting from the evaluation

c. Accurately present their procedures, data and findings, including ensuring that the evaluation findings are not biased to make it more likely that the evaluator receives further commissions from the Client

d. As far as possible, prevent or correct misuse of their work by others.

e. Decline evaluation assignments where the client is unresponsive to their expressed concerns that the evaluation methodology or procedures are likely to produce a misleading result. (If declining the assignment is not feasible, the evaluator shall record his/her dissent either in the evaluation report or otherwise).

Accountability

18. Evaluators are accountable for the completion of the evaluation as agreed with the Client. Specifically, evaluators shall:

a. Complete the evaluation deliverables within the timeframe and budget agreed

b. Exercise prudence and probity in fiscal decision–making so that evaluation expenditures are properly accounted for and the client receives value for money

c. Give the evaluation manager early notice of any change to the evaluation plan or any risks to the successful completion of the evaluation and record the reasons for any changes made to the evaluation plan

Obligations to participants

19. Evaluators shall respect people's right to provide information in confidence and make participants aware of the scope and limits of confidentiality. Evaluators must ensure that sensitive information cannot be traced to its source so that the relevant individuals are protected from reprisals.

Respect for Dignity and Diversity

20. Evaluators shall:

a. Respect differences in culture, local customs, religious beliefs and practices, personal interaction, gender roles, disability, age and ethnicity, and be mindful of the potential implications of these differences when planning, carrying out and reporting on evaluations, while using evaluation instruments appropriate to the cultural setting

b. Keep disruption to a minimum while needed information is obtained, providing the maximum notice to individuals or institutions they wish to engage in the evaluation, optimizing demands on their time, and respecting people's right to privacy.

Rights

21. In including individuals or groups in the evaluation, evaluators shall ensure:

a. Right to Self-Determination. Prospective participants should be treated as autonomous agents and must be given the time and information to decide whether or not they wish to participate and be able to make an independent decision without any pressure or fear of penalty for not participating.

b. Fair Representation. Evaluators shall select participants fairly in relation to the aims of the evaluation, not simply because of their availability, or because it is relatively easy to secure their participation. Care shall be taken to ensure that relatively powerless, 'hidden', or otherwise excluded groups are represented.

c. Compliance with codes for vulnerable groups. Where the evaluation involves the participation of members of vulnerable groups, evaluators must be aware of and comply with legal codes (whether international or national) governing, for example, interviewing children and young people.

d. Redress. Stakeholders receive sufficient information to know a) how to seek redress for any perceived disadvantage suffered from the evaluation or any projects it covers, and b) how to register a complaint concerning the conduct of an Implementing or Executing Agency.

Confidentiality

22. Evaluators shall respect people's right to provide information in confidence and make participants aware of the scope and limits of confidentiality. Evaluators must ensure that sensitive information cannot be traced to its source so that the relevant individuals are protected from reprisals.

Avoidance of Harm

23. Evaluations can have a negative effect on their objects or those who participate in them. Therefore evaluators shall seek to: minimize risks to, and burdens on, those participating in the evaluation; and seek to maximize the benefits and reduce any unnecessary harms that might occur from negative or critical evaluation, without compromising the integrity of the evaluation.

Evaluation Process and Product

Accuracy, Completeness and Reliability

24. Evaluators have an obligation to ensure that evaluation reports and presentations are accurate, complete and reliable. In the evaluation process and in the production of evaluation products, evaluators shall:

a. Carry out thorough inquiries, systematically employing appropriate methods and techniques to the highest technical standards, validating information using multiple measures and sources to guard against bias, and ensuring errors are corrected.

b. Describe the purposes and content of object of the evaluation (programme, activity, strategy) clearly and accurately.

c. UNEG Ethical Guidelines for Evaluation - Draft

d. Present openly the values, assumptions, theories, methods, results, and analyses that significantly affect the evaluation, from its initial conceptualization to the eventual use of findings.

e. Examine the context in enough detail so its likely influences can be identified (for example geographic location, timing, political and social climate, economic conditions).

f. Describe the methodology, procedures and information sources of the evaluation in enough detail so they can be identified and assessed.

g. Make a complete and fair assessment of the object of the evaluation, recording of strengths and weaknesses so that strengths can be built upon and problem areas addressed.

h. Provide an estimate of the reliability of information gathered and the replicability of results (i.e. how likely is it that the evaluation repeated in the same way would yield the same result?).

i. Explicitly justify judgements, findings and conclusions and show their underlying rationale so that stakeholders can assess them.

j. Ensure all recommendations are based on the evaluation findings only, not on their or other parties' biases.

Transparency

25. Transparency and consultation with the stakeholders are essential features of evaluation. The Evaluation Office and the evaluation team leader shall clearly communicate to stakeholders the purpose of the evaluation, the criteria applied and the intended use of findings.

26. Stakeholders shall be consulted on the Terms of Reference (TOR) for the evaluation and their views taken into account in the final TOR. The Evaluation Manager shall carefully balance the views and requirements of stakeholders, ensuring that the evaluation retains a clear focus and that sound evaluation principles are not compromised by the wishes of stakeholders.

27. Evaluation methodology shall be disclosed in advance of the evaluation and clearly described in the evaluation report, including the assumptions and values underlying the evaluator's judgements. Evaluation documents shall be easily readable and specify their information sources and approaches.

28. Evaluation reports shall make the link between evidence, findings, conclusions and recommendations transparent, persuasive and proportionate to the body of evidence collected.

Reporting

29. The formal parties to an evaluation should ensure that the full set of evaluation findings along with pertinent limitations are made accessible to the persons affected by the evaluation, and to any others with legitimate claims or rights to receive the results, in relevant language(s).

30. As a norm, all evaluation reports shall be made public. Evaluation reports will only be withheld from publication for compelling reasons and in accordance with relevant rules within each agency. The director of evaluation shall ensure high standards in accessibility and presentation of published reports and use a range of channels to reach audiences through, for example, electronic and interactive channels, knowledge networks, communities of practice, presentations at relevant conferences, as well as appropriate publications.

31. At country level, evaluation findings shall be presented and discussed at the appropriate national or local level, to enable stakeholders to respond to them, and ideally before the evaluation report is complete.

32. All materials generated in the conduct of the evaluation are the property of the agency and can only be used by permission. Responsibility for distribution and publication of evaluation results rests with the Evaluation Office. With the permission of the agency, evaluation consultants may make briefings or unofficial summaries of the results of the evaluation outside the agency.

33. Original data, including interview records and meeting notes will be retained in confidential files until completion of the evaluation. The director of evaluation shall determine an appropriate time for further retention, after which such data shall be securely disposed of in accordance with any Agency policy on the disposal of records. Databases of unpublished information on individual project activities shall be securely stored in the Evaluation Office and available for use only by the Office's staff and consultants, and only released to consultants in a manner which will maintain confidentiality and evaluation integrity.

Omissions and wrongdoing

34. Where evaluators find evidence of wrong-doing or unethical conduct, they are obliged to report it, whether or not such conduct relates directly to the evaluation Terms of Reference. Evaluators shall inform the Evaluation Manager who will in turn agree with the Evaluation Director on the most appropriate channel for reporting wrong-doing. Details of any wrong-doing, including names or events, shall only be divulged to the proper oversight authority.

Obligations of Evaluation Managers and Commissioners

35. Over and above evaluators' responsibilities, evaluation managers and commissioners have particular duties, including:

Evaluation Managers have a duty to:

a. Appoint trustworthy, competent and independent-minded evaluators with the appropriate mix of experience, expertise and competencies, and with an appropriate diversity in gender, ethnicity, religion and language.

b. Consult with evaluators and other interest groups if significant changes are required to the design or delivery of the evaluation.

c. Provide the evaluators with access to the documentation and data required for evaluation purposes.

d. Communicate openly and have respect for people involved in the evaluation and keep the evaluation team informed of changes in circumstances affecting the evaluation.

e. Respect the evaluators' duty to keep their sources of information anonymous.

f. Anticipate the different positions of various interest groups and minimise attempts to curtail the evaluation or bias or misapply the results.

g. Design the evaluation to encourage stakeholders to follow-through and maximize the use of the evaluation results.

h. Provide all evaluation team members with an opportunity to disassociate themselves from particular judgements and recommendations, with unresolved differences of opinion within the team acknowledged in the evaluation report.

Evaluation Commissioners have a duty to:

a. Consult with all parties to the evaluation to support the development of a relevant, realistic and viable specification.

b. Make clear from the outset how the evaluation report will be used and disseminated.

c. Operate a tendering procedure that is transparent and fair and accordance with agency procedure, making explicit the criteria upon which a tender decision will be made.

d. Ensure that the ideas or intellectual property provided within proposals submitted by potential evaluators is not exploited or otherwise misused.

e. Preserve the integrity of the evaluation findings, for example by not quoting selectively from the evaluation findings or publicising them out of context.

f. Disseminate interim findings and evaluation reports to intended users so they can be used in a timely fashion.

g. Provide the results of evaluations to stakeholders in countries they cover, including government ministries and other partners.

Annex 1: Source Material

1. GEF Evaluation Office Ethical Guidelines, November 6, 2006
2. CIDA evaluation manual
3. American Evaluation Society Guiding Principles for Evaluators
4. Canadian Evaluation Society Guidelines for Ethical Conduct
5. UNEG Standards for Evaluation in the UN System (2005)
6. Guidelines for evaluation commissioners, UK Evaluation Society
7. Programme Evaluation Standards (from UNICEF evaluation training module)
8. Presentation: 'Commissioning and managing evaluations', Nordic Consulting Group, EES-UKES 2006 Joint International Conference, London, UK, October 2006
9. UN Standards for Evaluation (2005)
10. Sourcebook for Evaluating Global and Regional Partnership Programs - Indicative Principles and Standards: Chapter Ethical and Professional Conduct of Evaluations Principles and Norms, World Bank, 2006
11. Ethical Guidelines for Gathering Information from Children and Adolescents – USAID, Horizons, Family Health International, UNICEF (draft 2004)]

Annex 2: Extracts from Standards of Conduct for the International Civil Service (revised 2001) relevant to the work of UN staff engaged evaluation

The ICSC *Framework for Human Resources Management*, approved by the

General Assembly in 2000, illustrates the overarching nature of *the Standards of Conduct*, noting that they are linked to all elements of the *Framework and states* that "although organizations' internal cultures may vary, they face similar ethical challenges. Standards for ethical conduct promote common values and define the behaviour and performance expected of international civil servants".

#2….It is incumbent on international civil servants to adhere to the highest standards of conduct; for, ultimately, it is the international civil service that will enable the United Nations system to bring about a just and peaceful world.

Guiding Principles

#3. The values that are enshrined in the United Nations organizations must also be those that guide international civil servants in all their actions: fundamental human rights, social justice, the dignity and worth of the human person and respect for the equal rights of men and women and of nations great and small.

#5. The concept of integrity enshrined in the Charter of the United Nations embraces all aspects of behaviour of an international civil servant, including such qualities as honesty, truthfulness, impartiality and incorruptibility. These qualities are as basic as those of competence and efficiency, also enshrined in the Charter.

#6. Tolerance and understanding are basic human values. If the impartiality of the international civil service is to be maintained, international civil servants must remain independent of any authority outside their organization; their conduct must reflect that independence.

#9. Impartiality implies tolerance and restraint, particularly in dealing with political or religious convictions. While their personal views remain inviolate, international civil servants do not have the freedom of private persons to take sides or to express their convictions publicly on controversial matters, either individually or as members of a group. This can mean that, in certain situations, personal views should only be expressed with tact and discretion.

#13. An international outlook stems from an understanding of and loyalty to the objectives and purposes of the international organization itself as set forth in its legal instruments. It implies… requires punctilious avoidance of any expressions that could be interpreted as biased or intolerant.

Working methods can be different in different cultures. International civil servants should not be wedded to the attitudes, working methods or work habits of their own country or region.

#14. International civil servants are expected to respect the dignity, worth and equality of all people without any distinction whatsoever. Assumptions based on stereotypes must be assiduously avoided. One of the main tenets of the Charter is the equality of men and women, and organizations should therefore do their utmost to promote gender equality.

Working relations

#18. International civil servants …should not follow verbal or written instructions that are manifestly inconsistent with their official functions or that threaten their safety or that of others. It must be the duty of international civil servants to report any breach of the organization's rules and regulations to a higher level official, whose responsibility it is to take appropriate action. An international civil servant who makes such a report in good faith has the right to be protected against reprisals or sanctions.

Conflict of interest

#21. It can happen that international civil servants are confronted with a question entailing a conflict of interest; such questions can be very sensitive and need to be treated with care. Conflict of interest includes circumstances in which international civil servants, directly or indirectly, would appear to benefit improperly, or allow a third party to benefit improperly, from their association in the management or the holding of a financial interest in an enterprise that engages in any business or transaction with the organization.

Relations with the Public

#33. It would not be proper for international civil servants to air personal grievances or criticize their organizations in public. International civil servants should endeavour at all times to promote a positive image of the international civil service, in conformity with their oath of loyalty.

Use and protection of information

#35. The disclosure of confidential information may seriously jeopardize the efficiency and credibility of an organization. International civil servants are responsible for exercising discretion in all matters of official business. They must not divulge confidential information without authorization.

Respect for different customs and culture

#36. The world is home to a myriad of different peoples, languages, cultures, customs and traditions. It is self-evident that a genuine respect for them all is fundamental for an international civil servant. Any behaviour that is not acceptable in a particular cultural context must be avoided. However, if a tradition is directly contrary to any human rights instrument adopted by the United Nations system, the international civil servant must be guided by it.