

INDIVIDUAL CONSULTANT (National)
PROCUREMENT NOTICE



Date: 10th November 2020
Ref: UNDP-IC-2020-382
ORPS: 587

Country: Pakistan

Description of the assignment: "Lead Evaluator"

Project name: Strengthening Electoral and Legislative Processes (SELP) project

Period of assignment/services (if applicable): The duration of the contract will be 41 Working days.

Location: Islamabad.

Please submit your Technical and Financial proposals to the following address not later than **18th November 2020 at 12:30 PM PST**

UNDP- IC-2020-382

UNDP Registry, Quotation/Bids/Proposals

United Nations Development Programme
Serena Business Complex, 2nd Floor, Khayaban-e-Suharwardy,
Islamabad, Pakistan
Tel: 051-8355600 Fax: 051-2600254-5

or by email to bids.pk@undp.org no later than **18th November 2020 at 12:30 PM PST**.

Kindly write the following on top left side of the envelop or email subject line "UNDP-IC-2020-382- "Lead Evaluator".

Important note for email submissions: Please put "**UNDP-IC-2020-382**" in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to pakistan.procurement.info@undp.org. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.

Important Note: Your financial proposal must be password protected file. You will be requested to provide the password of your financial proposal if you pass technical evaluation with minimum 70% score.

Terms of References (TORs) for Lead Evaluator

EVALUATION OF STRENGTHENING ELECTORAL AND LEGISLATIVE PROCESSES (SELP)

Project/Project Summary

Project/outcome title	Strengthening Electoral and Legislative Processes (SELP)	
Atlas ID	00081893, 00098683	
Corporate outcome and output	<p>Outcome 9: Increased effectiveness and accountability of governance mechanisms</p> <p>Output 9.1: Democratic governance of state institutions, including Parliament, Provincial assemblies, local governments and electoral management bodies, strengthened to be responsive to citizens and accountability, for improved service delivery.</p>	
Country	Pakistan	
Region	Asia Pacific Region	
Date project document signed	May 2016	
Project Dates	Start 2016	Planned End 2020
Project budget	33,167,845 USD	
Project expenditure at the time of evaluation	28,594,737 USD	
Funding source	UKaid, USAID, Government of Japan, UNDP TRAC	
Implementing Party	UNDP Pakistan	

1. Background and context

Under the overarching framework of Sustainable Development Goal (SDG) 16, the Strengthening Electoral and Legislative Processes (SELP) project of United Nations Development Program (UNDP) Pakistan focuses on developing the capacity of key democratic governance institutions

including parliamentary bodies and the Election Commission of Pakistan (ECP), human rights departments and other government and civil society stakeholders.

The purpose of the project is to strengthen the social contract in Pakistan through catalyzing enhanced standards of democracy, particularly with regards to democratic reforms and participatory electoral and parliamentary processes.

The programme design is informed by the ECP 2014-2018 Strategic Plan, the recommendations outlined in the report published by the Judicial Commission on the 2013 Election, UNDP's assessment of the political environment, the recommendations for reforms to the administrative, legal and regulatory framework for elections in Pakistan that were included in the EU Observer Mission's Report on the 2013 Elections; and the electoral cycle approach pursued by UN's Electoral Assistance Division (UNEAD).

The project facilitates dialogue and builds consensus among multiple stakeholders around key electoral and democratic reforms, works to deepen democratic culture by engaging citizens, particularly women and youth, in civic and voter education activities; and aims to increase civil society's confidence in the political and governance processes.

Following the 2013 elections which led to electoral reforms exercise in Pakistan, the development of SELP was to assist in responding to emerging political and social challenges in Pakistan.

UNDP, through its previous Electoral Cycle Support Program, had been successfully contributing toward improving electoral processes by supporting the ECP since 2012. The program transitioned into an election, parliamentary, and democratic space support initiative in 2016, tasked to contribute to supporting and strengthening democratic and electoral processes in Pakistan.

The SELP project seeks to develop more inclusive and accountable democratic institutions, systems and processes for electoral support and accountability in Pakistan. The aim is to improve the supply side of governance by enhancing the capacity of the ECP, Senate and Provincial Assemblies of Balochistan and Khyber Pakhtunkhwa. On the demand side, there is cross-cutting emphasis in all outputs to increase the engagement and participation of socially excluded groups including women, minorities, young people, transgender and people with disabilities.

Overall, SELP aims to promote a democratic system in Pakistan where government institutions are more capable, parliament is more accountable, and the state, as a whole, is more responsive to the needs and aspirations of its citizens. The programme aims at enhancing public confidence in the electoral processes and elections outcome.

SELP project has three outputs:

- i. Increased public trust in electoral processes;
- ii. The parliamentary system strengthened through more effective, inclusive and responsive legislature;
- iii. Strengthened processes, mechanisms and institutions for promoting a more inclusive democratic culture;

Combined, all three outputs provide a conceptually coherent approach towards strengthening democratic processes in Pakistan by enhancing standards of democratic governance, and

therefore strengthening state-society relations. All are focused on generating cross-cutting results, which support the evolution of more inclusive and participatory institutions, promote social cohesion, and address the marginalization of women, youth and minorities in decision-making processes.

Across the three outputs, project activities are currently being funded by UKaid, USAID and Government of Japan.

2. Evaluation purpose, scope and objectives

Evaluation Purpose/Objectives

This evaluation is being undertaken to:

- Assess the project effectiveness and draw upon lessons which will feed into the work plan for the next four years
- Evaluate the appropriateness on the project activities in terms of achieving the outputs as per project documents as per the needs of ECP, parliamentary bodies and other government and non-government stakeholders
- Explore strategies for replication and link to policy advocacy; i.e. serve as evidence base for policy and institutional reforms

Scope of Evaluation:

UNDP Pakistan intends to conduct an evaluation of SELP for activities implemented during 2016 to 2020. For this purpose, UNDP Pakistan seeks the services of a Lead Evaluator to provide evaluation expertise for UNDP supported SELP project activities nationwide.

The evaluation will compile lessons learnt, and provide recommendations that will facilitate updates to the design of the project and related future interventions. The evaluation will be based on five assessment criteria defined by the United Nations Evaluation Group (UNEG) i.e. efficiency, effectiveness, relevance, impact and sustainability.

This scope of work includes evaluation of selected project interventions and resources falling under areas of the three Outputs of SELP. Target groups for the evaluation include ECP, legislative houses, relevant government organisations including human rights departments, civil society and UN partners.

Scope of Work:

The expert will lead the evaluation process and will be responsible:

1. To assess/evaluate project achievements against UNDP Pakistan's Country Project Document (CPD) Outcome/CPD Output/Project indicators, and intended and unintended impacts on ECP, parliamentary bodies and democratic space
2. To assess whether the CPD output/Project Output Results have been achieved in a cost-effective and cost-efficient manner
3. To determine whether cross cutting issues such as gender, inclusion and sustainability were mainstreamed in the implementation of the project

4. To identify lessons learned on effectiveness of the project design, intervention strategies and implementation
5. The evaluation shall mainly focus on relevance of project activities to needs of the beneficiaries/institutions, effectiveness and efficiency of implementation approach, and sustainability and impact of the project interventions
6. To suggest improvements for future and ongoing programmes and suggest replication of the best practices and experience

The Lead Evaluator will steer the evaluation process from evaluation design to completion of the assignment, and directly oversee inputs by the Subject Specialist.

The Subject Specialist evaluator will support and assist the Lead Evaluator during planning and implementation of activities for this evaluation. The Lead Evaluator and Subject Specialist will plan and execute the evaluation process in collaboration with UNDP team and in direct coordination with the Project team. The Lead Evaluator will ensure that the assignment is completed within the agreed timeframe.

Location of the assignment will be Islamabad. Any travel outside of Islamabad will be reimbursed as per UNDP policies.

3. Evaluation criteria and key questions

Evaluation Criteria: Impact of project interventions will be measured against the following criteria

Relevance, effectiveness, efficiency and fostering community participation.

These are discussed below separately;

- A. Relevance:** Relevance of project interventions assessed for the extent to which they are focused on strengthening democratic institutions. It also refers to the extent to which the project responds to the needs and priorities of citizens of Pakistan.
- B. Effectiveness:** extent to which project objectives have been attained or are likely to be attained; and the extent to which people and democratic institutions have benefitted from project interventions
- C. Efficiency:** Is the relation between inputs of resources and results achieved appropriate and justifiable?
- D. Impact:** Explore if and how various project components had a positive/less positive/no impact on each other
- E. Sustainability:** Assess the sustainability of results achieved, such as partner capacity developed and voter awareness improved.

Key Evaluation Questions:

Target groups for the evaluation include SELP partners, including ECP, human rights departments, parliamentary bodies, civil society and UN partners.

Specifically, the evaluation will assess the relevance, efficiency, effectiveness, impact and sustainability of SELP results achieved through the questions listed below. Specific questions must be developed by the Lead Evaluator and Subject Specialist in-line with project documents and available data.

The evaluation questions should focus on areas directly relevant to the project interventions including:

1. Electoral reforms, institutional capacity building of ECP and electoral cycle support
2. Parliamentary strengthening
3. Civic and voter education, gender, inclusion and human rights

This list of questions is representative and not exhaustive and will be further detailed and agreed upon as part of the evaluation inception report.

1. Relevance:

- a) To what extent was the project in line with national development priorities, the country project's outputs and outcomes, the UNDP Strategic Plan and the SDGs?
- b) To what extent does the project contribute to the theory of change for the relevant country project outcomes?
- c) Extent to which project initiatives such as awareness raising campaigns, capacity building initiatives and public outreach products were relevant to the needs of partners and stakeholders?
- d) To what extent does the project contribute to LNOB¹, gender equality, the empowerment of women and the human rights-based approach?
- e) Evaluate the extent to which SELP implementation strategy has been responsive to the emerging needs and priorities of ECP, parliamentary bodies and other partners and stakeholders; and to the context of Pakistan's emerging political and development scenario;
- f) Evaluate whether project activities were relevant for the implementation of strategic and other plans of stakeholders?

2. Efficiency

- a) To what extent have the project implementation strategy and execution been efficient and cost-effective to achieve overall outcomes?
- b) To what extent has there been an economical use of financial and human resources? Have resources (funds, human resources, time, expertise, etc.) been allocated strategically to achieve outcomes?
- c) To what extent have project funds and activities been delivered in a timely manner?

3. Effectiveness

- a) To what extent did the project contribute to the country project outcomes and outputs, the SDGs, the UNDP Strategic Plan and national development priorities?

¹Leave No One Behind

- b) Were the project initiatives including institutional strengthening of institutions, gender mainstreaming and engagement with civil society, such as media, effective to achieve project outcomes?
- c) Are the project outputs clear, practical and feasible?
- d) To what extent have stakeholders such as ECP and parliamentary bodies remained involved in project implementation?
- e) To what extent has the project been appropriately responsive to citizen needs during the electoral cycle?
- f) To what extent has the project contributed to gender equality and inclusion such as capacity building of Gender Wing of ECP, Women Parliamentary Caucuses and other stakeholders for promoting political and electoral participation of women, transgender and persons with disabilities?
- g) Assess whether a gender and human rights perspective has been taken into consideration and has been effective for the targeted institutions and communities;
- h) Assess how the programme components complemented each other to contribute to the achievement of programme objectives
- i) Assess the level of effectiveness of the UNDP and SELP oversight and management structures during the review period, in addition to quality and adequacy of programme monitoring and reporting?

4. Impact

- a) Explore if and how various project components had a positive/less positive/no impact on each other:
 - I. What has been the impact of SELP interventions for electoral reforms in terms of strengthening electoral and democratic processes in Pakistan?
 - II. What has been the impact of capacity building initiatives for ECP, parliamentarians, government officials, media, youth and other stakeholders?
 - III. What has been the impact of partnerships with UN programs and external organisations such as civil society?
- b) Assess what changes in the three major areas of SELP have brought about by the project interventions.
- c) Did the project address cross cutting issues such as gender mainstreaming, inclusion and human rights?
- d) Was there evidence of results and recognition of UNDP support?

5. Sustainability

- a) Assess the sustainability of SELP initiatives for institutional strengthening of stakeholders such as capacity building initiatives of ECP staff and parliamentarians and Secretariat officials of legislative houses;
- b) To what extent will financial and economic resources be available to sustain the benefits achieved by the project?
- c) To what extent do mechanisms exist to allow stakeholders to carry forward the results attained on gender equality, empowerment of women, human rights and inclusion?

- d) To what extent are lessons learned being documented by the project team on a continual basis and shared with appropriate parties who could learn from the project?
- e) To what extent has sustainability measures been incorporated in UNDP interventions?

6. Human rights

- a) To what extent have poor, indigenous and persons with disabilities, women, transgender and other disadvantaged and marginalized groups benefited from SELP interventions?

7. Gender equality

- a) Is the gender marker data assigned to SELP project representative of reality?
- b) To what extent have gender equality, inclusion and the empowerment of women been addressed in the design, implementation and monitoring of the project?

Please note that specific questions on the key outputs of SELP are expected to be included in the inception report. The Lead Evaluator, with support from the Subject Specialist, will finalize the specific questions to be used in coordination with UNDP.

4. Methodology

The evaluation process is designed as per UNDP guidelines in line with the three Outputs of SELP project.

The evaluation process will be carried out by two experts; i.e. Lead Evaluator and Subject Specialist in coordination with the UNDP team. The evaluation team; i.e. Lead Evaluator and Subject Specialist, will conduct exhaustive document review by applying qualitative data collection tools and ascertain the effectiveness and impact of the project interventions.

Qualitative data will be collected as primary data, applying a series of social research methods including semi-structured interviews, interviews with key informants and discussions. This will be useful to assess the extent to which the strategies and activities undertaken by the SELP project have achieved objectives given in the project documents²; positive achievements of the interventions; challenges faced during implementation and steps taken to address them; lessons learned; and possible recommendations to guide the project in future. In order to get a holistic appraisal of the above mentioned, the evaluation will engage relevant stakeholders in consultation with UNDP teams.

² Project Documents for SELP are the three project proposals signed with donors; i.e. UKaid, USAID and Government of Japan

The methodology and evaluation questions will be finalised by the Lead Evaluator and Subject Specialist in coordination with UNDP and will be part of the inception report.

It is visualized that the methodology will encompass the following of two methods including:

- **Document review –Review of the following project documents and reports prepared during the project implementation**
 - Project document/Project proposals and other relevant documents
 - Theory of change and results framework.
 - Project reports including monthly and annual reports
 - Annual workplans.
 - Evaluation/monitoring reports
 - Partners reports, strategic plans and legislative business etc. and relevant documents and IEC material
 - Project supported publications and IEC material

- **Interviews, participatory meetings & discussions with key stakeholders**

All interviews and discussions should be undertaken as per UNDP evaluation guidelines. UNDP team might accompany evaluators, as observers, during discussions and interviews with some key stakeholders. In addition to meetings with UNDP staff including SELP project team members, Management Support Unit, Democratic Governance Unit and Deputy Resident Representative etc., 20 interviews and discussions will be conducted with partners and stakeholders. Duration of each interview will be 30-40 minutes. Interviews with stakeholders based in locations other than Islamabad will be held online. Questions for the interviews could be shared beforehand with the interviewees.

Based upon the above assessment, the evaluation team will compile lessons learnt and make recommendations for the future.

The data gathered during evaluation process will be the property of UNDP.

5. Evaluation products (key deliverables)

1. **Evaluation Workplans and Inception Report:** Proposed approach, methodology, timeline, and estimated budget for completion of the work requested. The candidate will submit an inception report that would reflect the evaluators understanding of the assignment, schedule of tasks, activities and deliverables along with assigned responsibilities for Lead Evaluator and Subject Specialist. The finalized evaluation work plan can be modified with UNDP's approval throughout implementation of the assignment if conditions or needs change. The finalized plans, given in the inception report, with attached approved amendments will be used as the basis for assessing completion and quality of the assignment.
2. **Draft Evaluation Report:** After the field activities, the Lead Evaluator will submit a draft evaluation report of SELP, highlighting achievements, constraints, and lessons learnt as well as corrective measures where required and recommendations
3. **Evaluation report audit trail and final evaluation report.** Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how

they have addressed comments. After receiving written comments and feedback to the draft evaluation report from UNDP, the evaluation team will submit a final report addressing this feedback.

4. Separate 1-2 pager **summary brief** with infographics summarizing the key findings of the evaluation for sharing with external audiences.

And **submission of data to UNDP:** all the primary data collected for this assignment will be submitted to UNDP in electronic form within 30 days of completion of assignment.

The Evaluation Report should contain the following:

- Title page
- List of acronyms and abbreviations
- Table of contents, including a list of annexes
- Executive summary
- Introduction: background and context of the project
- Description of the project – its logic theory, results framework
- Purpose of the evaluation
- Key questions and scope of the evaluation
- Approach and methodology
- Findings
- Analysis - explanation and interpretation of findings
- Conclusions
- Lessons learnt and recommendations
- Annexes

Report format will be finalized by the evaluation team in consultation with UNDP.

Related Evaluation Activities

To achieve the objectives and produce the deliverables of the evaluation, the Lead Evaluator will be expected to undertake related activities including:

1. **Contextualize SELP interventions:** The Lead Evaluator will contextualize SELP interventions as related to the history and challenges of democratic processes in Pakistan.
2. **Prepare Inception Report:** The Lead Evaluator will present an Inception Report elaborating the evaluation methodology to the stakeholders at the beginning of the evaluation.
3. **Meetings with stakeholders**
 - a. The UNDP project team will brief the Lead Evaluator and Subject Specialist and provide all necessary details and clarifications on the documents made available for the document review.
 - b. The evaluation team will have meeting and discussions with the project team, Chief Technical Advisor, Assistant Resident Representative Democratic Governance Unit, Management Support Unit (MSU), Deputy Resident Representative and Resident Representative UNDP.

- c. The evaluation team will meet with relevant government counterparts, including the ECP, parliamentarians, Secretariat officials of legislative houses, PIPS, UN and civil society partners and document their learning and experiences with the project
- d. The evaluation team will meet with bilateral donor representatives present in the country including UKaid, USAID and Government of Japan.
4. **Consultation on draft report and recommendations** following the submission of the draft report, undertake consultations with UNDP to receive feedback for incorporation into the final report.

6. Required qualifications, competencies and skills for Lead Evaluator

Lead Evaluator for this assignment should have:

1. Master's Degree in Social Sciences or any other related discipline
2. Minimum 10 years of experience in monitoring and evaluation, data analysis and report writing for large projects in developing countries particularly in Pakistan
3. Solid understanding of governance, gender mainstreaming, electoral and parliamentary reforms, government structures and human rights within the Pakistani context
4. Extensive experience in leading evaluations of development projects particularly democracy and elections focused programs
5. Proven capacity to effectively collect, analyse and evaluate data/information
6. Ability to organize and synthesize information in a systematic manner
7. Prior experience of designing research methodology and conducting interviews with senior government and political officials, civil society and communities
8. Well versed in data management and statistical analysis of data
9. Well versed in report writing with proven experience in producing a high-quality evaluation and assessment reports
10. Excellence in report writing
11. Relevant experience and knowledge of the United Nations projects
12. Ability to communicate in English and Urdu
13. Familiarity with UNDP/UN evaluation policies and procedures, and with the programming principles of the UNDP/UN
14. Good coordination and time management skills

Competencies

Corporate Competencies:

- Demonstrates integrity by modelling the UN's values and ethical standards (human rights, peace, understanding between peoples and nations, tolerance, integrity, respect, impartiality) results orientation;
- Promotes the vision, mission, and strategic goals of UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Functional Competencies:

- Consistently approaches work with energy and a positive, constructive attitude;
- Demonstrates good oral and written communication skills;
- Has the ability to work both independently and in a team, and ability to deliver high-quality work on tight timelines.

Behavioural competencies:

- Gender-sensitive;
- Comfortable working in dynamic environments that change frequently;
- Able to perform in a high-stress and difficult security environment, with austere living quarters.

Computer Skills:

- Proficiency in MS Office and statistical analysis software

7. Evaluation ethics

This evaluation will be conducted in accordance with the principles outlined in the 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.

8. Management and implementation arrangements

Deputy Resident Representative, UNDP Pakistan, will be the Evaluation Commissioner (EC) and Head of Management Support Unit will be the Evaluation Manager (EM). EC will be supported by EM in safeguarding the independence of the evaluation exercise and ensure the quality of evaluation in a timely fashion. To ensure independence and impartiality, EM will be the focal person for this evaluation. EM will ensure that the evaluation is conducted as per the evaluation plan and in line with this ToR.

DGU staff and SELP project team will facilitate EM and the work of the Lead Evaluator before and during the assignment period. These TORs shall be the basis upon which compliance with assignment requirements and overall quality of services provided by the Lead Evaluator will be assessed by UNDP. Lead Evaluator will perform the tasks mentioned below, in coordination with the Subject Specialist, being hired for the SELP evaluation process. Lead Evaluator will steer the process and be responsible for quality assurance and timely submission of final report.

9. Time frame for the evaluation process.

Duration of the Work: The duration of the work is 41 days working days. Detailed time frame for evaluation is given below:

S#	Deliverables	Description of deliverables	Submission timeline	Payment Instalment Schedule
1.	Deliverable 1	Inception report including methodology and key questions and workplan	5 days from signing contract	20% of the instalment
2.	Deliverable 2	Draft Evaluation Report which obtains data collection from field visits	15 days from submission of inception report	25% of the instalment
3.	Deliverable 3	Evaluation report audit trail and Final Report	8 days ³ from submission of draft report	35% of the instalment
4.	Deliverable 4	Submission, presentation of summary brief and submission of evaluation data to UNDP	13 days after submission of final report	20% of the instalment

10. Submission process

Following documents should be included when submitting the proposals:

Interested candidates must submit the following: documents/information to demonstrate their qualifications in **one single PDF document:**

- 1) Duly accomplished **Letter of the contract of Interest and Availability** using the template provided by UNDP (Annex).
- 2) **Personal CV or P11 Form**, indicating all experience from similar projects, as well as the contact details (email and telephone number) of the candidate and at least three (3) professional references.
- 3) **Technical proposal:**
 - a. Brief description of why the applicant is the most suitable candidate for the assignment
 - b. A methodology on how s/he will approach and complete the assignment.
 - c. Brief description of inception report
- 4) **Financial proposal** that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided (Annex)

11. EVALUATION CRITERIA

Cumulative analysis

³ During this period, a series of discussion and feedback in writing between UNDP/Lead Evaluator will take place for the finalization of document

The award of the contract shall be made to the candidate whose offer has been evaluated and determined as:

a) Responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. 70%-30%.

* Technical Criteria weight: 70%

* Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 points (70% of the total technical points) would be considered for the Financial Evaluation

- Criteria A: Relevance of Education – Max 10 points
- Criteria B: Competencies and Special skills – Max 5 points
- Criteria C: Relevance of experience – Max 30 points
- Criteria D Description of approach/methodology to assignment (if applicable) – Max 25 points

Technical Criteria – Maximum 70 points

Criteria	Weight	Max. Point
Technical Competencies	70	
Master's Degree in Social Sciences or any other related discipline	10	
Minimum 10 years of experience in monitoring and evaluation, data analysis and report writing for large projects in developing countries particularly in Pakistan	30	
Desired competencies and special skills	5	
Approach/methodology to assignment	25	
Financial	30	
Total Score	Technical score 70 + 30 Financial	
Weight per Technical Competence		
Weak: Below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence	
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence	
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence	
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence	
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence	

12. Annexes

These will be provided to evaluators after signing the contract with UNDP and/or during inception meeting:

- i. Relevant project documents/proposals
- ii. Key stakeholders and partners
- iii. Documents to be reviewed and consulted
- iv. Yearly targets versus results reported
- v. Yearly budgets (donor-bifurcated) versus expenditure reported (Variance analysis)
- vi. PQAs (design, implementation)
- vii. Evaluation Quality criteria
- viii. Evaluation matrix template
- ix. Draft outline of the evaluation report format
- x. Code of conduct forms

ANNEX

ANNEX	1- TERMS OF REFERENCES (TOR)
ANNEX	2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
ANNEX	3- PROPOSAL SUBMISSION FORM
ANNEX	4- OFFEROR'S LETTER TO UNDP
ANNEX	5- FINANCIAL PROPOSAL
ANNEX	6-P11 Form
ANNEX	7- Statement of Good Health

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual 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 Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

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

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

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the

same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract,

including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual 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.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on,

arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

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

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the

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

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, 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 Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual 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 Individual 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 Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

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

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

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

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