

REQUEST FOR PROPOSALS

Consultancy Services for the Mid-Term Evaluation of the Pro PALOP-TL SAI Project Cabo Verde



**United Nations Development Programme
April, 2016**

Deadline of Submission	Date: May 23, 2016 Time: 15:00 – Cabo Verde Time
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Section 1. Letter of Invitation

Praia, Cabo Verde
April 27, 2016

Subject: Consultancy Services for the Mid-terms Evaluation of the Pro PALOP-TL SAI Project

Dear Sirs:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, **in separate sealed envelopes or email**, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP to the following email: procurement.cv@cv.jo.un or address:

The Joint Office of UNDP, UNFPA and UNICEF
Av. OUA, Achada Santo António, Praia, Cape Verde
Attention: Operations Unit

The letter should be received by UNDP no later than **May 6, 2016**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Ilaria Carnevali, Deputy Resident Representative

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner,

but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both

domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the

Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their

responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <div style="text-align: center; margin-top: 10px;"> $\frac{\begin{aligned} &(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ &+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}}{\text{Total Combined and Final Rating of the Proposal}}$ </div>

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance

- on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total

shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Pro PALOP-TL SAI
2		Title of Services/Work:	Consultancy Services for the Mid-Term Evaluation of the Pro PALOP-TL SAI Project
3		Country / Region of Work Location:	Pro PALOP-TL SAI Beneficiary Countries
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	None
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A

12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Allowed for Travel and Living Expenses where necessary, up to a maximum of 20% of contract
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : 0.5% Max. no. of days of delay : 1 Month After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input checked="" type="checkbox"/> or any convertible currency; at the UN Exchange rate when the proposal is being evaluated
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 working day days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ²	Focal Person in the Joint Office: Pedro Gomes Address: Av. OUA, Achada Santo Antonio, Praia, Cape Verde Fax No. :238 262 1404 E-mail address dedicated for this purpose: procurement.cv@cv.jo.un.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies : 1 Soft Copy – in case submission by courier
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<input checked="" type="checkbox"/> The Joint Office of UNDP, UNFPA and UNICEF Av. OUA, Achada de Santo Antonio Praia, Cabo Verde <input checked="" type="checkbox"/> Via our secured email address: procurement.cv@cv.jo.un.org
21	C.21 D.24	Deadline of Submission	<input checked="" type="checkbox"/> Date: May 23, 2016 <input checked="" type="checkbox"/> Time: 15:00 – Cabo Verde – Local Time

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening	<input checked="" type="checkbox"/> Official Address for e-submission: procurement.cv@cv.jo.un.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Password for Financial Proposal will be requested from those Proposers whose Technical proposals found to be Technically Qualified by Technical Evaluation Panel. <input checked="" type="checkbox"/> For electronically transferred data, the maximum capacity is 8MB . Thus, if the size of the file is greater than 8MB attach them with two or more emails. In this case you are kindly advised to label each email as " Attachment 1 of 3; 2 of 3; and 3 of 3 ". <input checked="" type="checkbox"/> No. of copies to be transmitted: only One (1) , do not send the proposals time and again to avoid mistake in identifying the appropriate proposals. UNDP/Procurement Unit will not be liable for failing to locate a right proposal owing to repetitively sending proposals. <input checked="" type="checkbox"/> Mandatory email subject line: your Technical and Financial proposals shall be sent into two separate emails or envelops as per the following subject lines*** : <ol style="list-style-type: none"> 1. For Technical Document: <u>RFP – Technical Mid-Term Evaluation Pro PALOP-TL SAI Project</u> 2. – Technical Proposal – [insert Proposing Firm Business Name] 3. For Financial Document: <u>RFP – Financial Mid-Term Evaluation Pro PALOP-TL SAI Project</u> 4. – Financial Proposal – [insert Proposing Firm Business Name] <input checked="" type="checkbox"/> Time Zone to be Recognized: CABO VERDE <input checked="" type="checkbox"/> Other conditions: <u>Any proposal sent to the private email addresses of any procurement staff will be automatically disqualified.</u>
24	D.23.1	Date, time and venue for opening of Proposals	<input checked="" type="checkbox"/> Date and Time: May 23, 2016 15:30 <input checked="" type="checkbox"/> Venue :UN House, Praia, Cape Verde
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%, <u>70 points</u> .

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past Year <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 Years <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. <input checked="" type="checkbox"/> A minimum of 1 example of recent evaluation assignments conducted by the firm of which must be an evaluation report completed under the supervision of the proposed Team Leader <input checked="" type="checkbox"/> Technical proposal as outlined in Section 7. <input checked="" type="checkbox"/> Financial proposal as outlined in Section 8. <input checked="" type="checkbox"/> Signed and stamped Memorandum of Understanding (MoU) and/or Partnership Agreement by parties in agreement if Proposer form Joint Venture or Partnership or Consortium <input checked="" type="checkbox"/> Signed and stamped Memorandum of Understanding (MoU) with proposed Contractor if Proposer will Subcontract portion of the Consultancy Assignment
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Refer to the Term of Reference (ToR)
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	As per section 12 of the Instruction to Proposers, and reference to the ToR
29	C.15.2	Latest Expected date for commencement of Contract	Upon Contract Signature

30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	60 (sixty) Working days, over a maximum period of 4 (four) months
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<input checked="" type="checkbox"/> Refer to the below Table and to sections 29.2, 29.3 and 29.4 of the Instructions to Proposers.
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team.
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signature of Contract by duly authorized persons representing both parties, UNDP and the selected bidder.
35		Other Information Related to the RFP	UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding deliverables as set in the Terms of Reference (ToR). All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.

Summary of Technical Proposal Evaluation Forms

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization & proposed team	15%	15
2	Proposed Methodology, Approach and Implementation Plan	45%	45
3	Project Management Structure and Key Personnel	40%	40
TOTAL		100%	100

Technical Proposal Evaluation (Form 1)		
Expertise of the Firm / Organization		Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	2.5
1.2	General Organizational Capability which is likely to affect implementation, Quality Assurance Procedure	2.5
1.3	Expertise / Experience of the firm and organization:	10
	Experience in leading complex evaluations, especially in the field of development cooperation or UN agencies and/or other international organizations evaluations	
	Experience in democratic governance, including significant experience in evaluation exercises and experience in advising/implementing/developing strategic and operational plans in the field of governance;	
	Fluent oral and written communication skills in Portuguese and English (Portuguese is a requirement).	
SUB TOTAL		15

Technical Proposal Evaluation (Form 2)		
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task and propose a consistent methodological and approach	10
2.2	Is the conceptual framework adopted appropriate for the task and corresponding to the TOR?	15
2.3	Innovation and relevance of the proposed methodology, including capacity building approach and specialist contributions and working plan	10
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the evaluation?	10
SUB TOTAL		45

Technical Proposal Evaluation (Form 3)		
Management Structure and Key Personnel		
3.1	Team Leader	
	- Academic Qualification	3
	- Team Leader/coordination experience	5
	- Language qualification	2
Sub-total		10
Additional Evaluation Staff		
3.2	Evaluator(s) and others members	
	- Academic Qualification	10
	- Professional experience in the relevant area (evaluation)	10
	- Technical experience with provision of public finances management systems and external control of public finances' assistance by UN/UNDP and/or the EU/EC	10
Sub-total		30
SUB TOTAL		40
Total Technical Proposal Points		100

Only candidate obtaining a minimum of **70 points** out of 100 points at the technical evaluation will be considered for the financial evaluation.

The financial score for the financial proposal will be calculated in the following manner:

- $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.
- (Total Financial Maximum points = 100 points);
- Total Score.

The technical score attained by each proposal will be used in determining the Total score as follows:

The weights given to the technical and financial proposals are: $T= 0.7$, $F=0.3$

The Total score will be calculated by formula: $TS = T \times 0.7 + F \times 0.3$

- TS - Is the total score of the proposal under consideration;
- T - Is technical score of the proposal under consideration;
- F - Is financial score of the proposal under consideration.

Section 3: Terms of Reference (TOR)

Mid-Term Evaluation of the Pro PALOP-TL SAI Project

1. Context

1.1 Background

UNDP's democratic governance practice focuses on fostering inclusive participation, strengthening responsive governing institutions, and promoting democratic principles.

The project Pro PALOP-TL SAI was formulated under the economic governance sub-area of the 2008-2013 10th EDF for the PALOP & TL, which allocates EUR 33.1 million to supporting governance initiative projects in PALOP & TL countries. This project is formulated on the basis a EU-UNDP partnership allocating 6.4 million Euros in support of Supreme Audit Institutions (SAI), Parliaments, Parliamentarians & Civil Society Organizations in the PALOP and Timor-Leste in the domain of external control of public expenditure and accounts. This project aims at promoting economic governance in the PALOP and TL strengthening technical and functional skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society in the six beneficiary countries. The project is fully funded by the European Union through the 10th EDF A envelope in support, among others, of Supreme Audit Institutions (SAI), Parliaments, Parliamentarians and Civil Society Organizations in Angola, Cape Verde, Guinea Bissau³, Mozambique, São Tomé and Príncipe (PALOP Countries) and Timor-Leste.

The project is consistent with PALOP partner countries' national strategies for poverty reduction and national development plans, with UNDP Country Programmes and Development Frameworks, and the 2008-2013 10th EDF for the PALOP & TL. These policies and strategies are adapted to the specificities and priorities of each country, but converge to promote good governance as an important support for development and economic growth. This is achieved, in particular, through the strengthening of capacities in (i) legislative and oversight functions of the State, (ii) the management system of public finances, including internal and external control, (iii) support services to Parliament and (iv) State's accountability.

The multi-country intervention logic of this project aims to intensify the PALOP and Timor-Leste dialogue, drawing on the holistic approach to democratic governance. A special emphasis placed on joint, transversal, south-south and peer-to-peer capacity-building within the selected areas of economic governance, namely external control, audit and oversight capacities of the public finances.

The project will use training actions as a tool to enhance skills and credentials of stakeholders for controlling public finances while establishing eLearning platforms in Portuguese ensuring means of durable access to existing database and information in Portuguese. The project will also contribute to establishing a first time multi-country CSO PALOP-TL platform showcasing lessons and progress made by civil society organizations' within the PALOP/CPLP Open Budget Initiative. Other activities aiming to promote sustainability will complement and support the OSAI CPLP multi-country plan and promote

³ In line with the provisions set in the Project Document and Contribution Agreement signed between the European Union and UNDP in Cape Verde.

cooperation with the Training Institute for Financial and Economic Management in Portuguese Language (IGEF), involving this institution in training and capacity building activities at transnational level (joint learning involving actors from all beneficiary countries).

Improved access to information (in terms of availability of information, quality of the information available) is a pre-condition for effective public oversight and therefore to achieve the project's key outputs. In the long run, the project impact will depend on the success of its exit strategy and sustainability of its actions and activities. It is critical that the project beneficiaries develop synergies and dynamics that will still be there after the end of the project. This will be best done through capacity development of human resources within national institutions. Such capacity development needs to target professional skills and enhancement/development of in-house training capacities in the field of external control of public accounts and finances, in particular CAs in the PALOP and Timor-Leste.

The overall objective is to promote economic governance in the PALOP and Timor-Leste (TL) strengthening technical and functional skills of SAIs, Parliaments, Parliamentarians and Civil Society (including media).

The specific objective is to improve the effectiveness of external political, judicial and civilian control of public finances in the PALOP and TL for a more efficient use of public resources. SAIs play an important role to prevent mismanagement and corruption. Therefore, whenever possible, the project will also help strengthen the links between SAIs and other oversight agencies, in particular anti-corruption and procurement agencies.

This project will directly address good governance and democracy strengthening the accountability system with external and independent control of public finances standing as the specific objective. As part of the action, responding to the right of citizens to information, and cross cuttingly supporting the promotion of gender equity in public spending will yield transformational results to be sustained beyond the project life cycle (among others, training and sensitization activities on gender equality addressed to Parliaments and CSOs). UNDP will associate UN Women units at country office level in designing the AWP and training activities. ICT platforms and solutions will play a central role in this strategy and will be transversal to the action (among others, use of videoconference and IT tools). Environmental issues will be taken into consideration in specific activities when appropriate and consistent with partner countries' national strategies and priorities, such as the strengthening of oversight capacities in the natural resource extraction domain in Mozambique.

The project foresees two results directly contributing to the specific objective:

1. SAIs' control and audit capacities over public finances in the PALOP and TL are strengthened in a context of joint learning.
2. Parliaments and Civil Society oversight capacities over public finances are developed for an informed analysis of public finances in the PALOP and TL in a context of joint learning.

The strategy defined by the project takes into account the different contexts of the six beneficiary countries and the multi-country PALOP and TL cooperation intervention logic. The strategy will seek to improve political, judicial and civilian control and oversight of government action and public accounts through actions benefiting SAIs, Parliaments and CSOs.

The action plan includes multi-country activities fostering the south-south PALOP-TL cooperation (face-to-face and eLearning training, workshops, study trips and peer learning initiatives) and national activities aimed at addressing specificities of each beneficiary country (training, organizational changes, drafting of manuals, capacity development, etc.).

The implementation of the foreseen activities during the three-year project's duration period will be articulated on the basis of annual work plans. Project start-up will have an initial phase of a maximum of four months from the signature of the Contribution Agreement with UNDP. In this inception phase annual work plans will be developed in a participatory manner and approved for each country, identifying accurately the pivotal countries and triggers of a change dynamics supporting the project's sustainability strategy.

1.2 Pro PALOP-TL Strategy

The 2012 Evaluation of the EU - PALOP-TL Cooperation programme is a good learning source to take into consideration relevant conclusions and recommendations. Thus, the positive appreciation of the PALOP-TL cooperation will result in a high quality political dialogue to address sensitive political issues, such as transparency of budget and public accounts. The management challenges resulting from the geographical discontinuity will be faced through an extensive use of ICT-supported procedures, while also relying on the offices present in each country as this has proven efficient in other similar programs.

Lessons learnt from previous actions point to two fundamental questions as follows: One relates to the necessity of ensuring ownership of the proposed action, particularly given the politically sensitive nature of both the theme and the beneficiary institutions. Based on this, direct discussions with the main beneficiaries took place through the UNDP network of offices in the countries, entailing also a definition mission organized in 4 of the 6 countries. The second question relates to the sustainability of the action. In this regards, the exit strategy of the project is based on two dimensions, both grounded in a system strengthening approach.

One aims to ensure adequate technical and functional capacities are built within the institutions, and tools provided for further learning and peer to peer emulation beyond the project; the other ensures that a large range of related stakeholders are involved and benefit from the project thus supporting long term benefits to the system's transparency and control, from SAIs, Parliament and CSOs to internal control actors and other existing PALOP and internal institutions.

Indeed, the project will use training actions as a tool to enhance skills and credentials of stakeholders while establishing eLearning platforms in Portuguese ensuring means of durable access to database and information in Portuguese. The project will also contribute to establishing a first time multi-country CSO PALOP-TL platform showcasing lessons and progress made by civil society organisations' within the PALOP/CPLP Open Budget Initiative. Other activities aiming to promote sustainability will complement and support the OSAI CPLP multi-country plan and promote cooperation with IGF, involving this institution in training and capacity building activities at transnational level.

The project impact will depend in the long run from the success of its exit strategy and sustainability of its actions and activities. It is critical that the project beneficiary develop synergies and dynamics that will still be there after the end of the project. This will be best done through capacity development of human resources within national institutions. Such capacity development needs to target professional skills and

enhancement/development of in-house training capacities in the field of external control of public accounts and finances, in particular CAs in the PALOP and Timor-Leste.

On the other hand, it is of paramount importance that the project is able use these HR in training activities targeting other institutions (Parliament – staff and MPs –, CSO and Media), but also carried out by other important PALOP/CPLP institutions with the mandate and profile to provide training and other relevant capacity development activities. In such cases, once the implementing and delivery capacities are in place, the project will establish grants (with not-for-profit NGOs/CSO) or letters of agreements with state institutions to associate these institutions in its transnational capacity development and training programme component. This would be the case of the CPLP Organisation of SAI (O-SAI CPLP) in the short term and, in longer term, the case of the IGF.

Project's sustainability will be complemented through its support to civil society in a multi-country platform (in addition to national actions). This will be achieved through the establishment of a multi-country PALOP-TL CSO platform using lessons and progress made by civil society organisations' meetings and *fora* within PALOP/CPLP Open Budget Initiative.

Finally, project will establish eLearning platforms (online and via CDs) in Portuguese Language through collaboration with AGORA/GPPS (<http://www.agora-parl.org/node/1679>) and ensure means of durable access to database and information in Portuguese Language through collaboration with the Legal Database of the PALOP (<http://www.legis-palop.org/>) and AGORA/GPPS.

Against this background, the project will have an exit strategy build on its sustainability approach that will:

1. Use training actions as a tool to enhance professionalization providing internationally recognized training credentials to PALOP-TL auditors working for these countries CAs. These auditors will become trainers and be able to train other auditors, Parliament staff and MPs, as well as CSO/Media actors. They will be also used in the transnational trainings to be delivered in collaboration with IGF and O-SAI CPLP.
2. Target parliament administration staff in support of MPs special commissions. Training, including ToT, will privilege administration staff in support of relevant MPs' special commissions as a way to keep training skills in-house.
3. Establish a first time multi-country CSO platform using lessons and progress made by civil society organisations' meetings and *fora* within PALOP/CPLP Open Budget Initiative. A comprehensive Grants' programme will be established aiming to strengthen CSO dealing with corruption matters and civil oversight of public expenditures in the beneficiary countries. This will be done through high level training activities involving these CSO/NGOs and international recognized specialized institutions (not-for-profit). Additionally, the Grant and these training actions will allow establishing the PALOP-TL CSO platform referred above where many sensitive matters and discussions will be held with more impact, considering the constraints sometimes face at national level.
4. Support the implementation of the O-SAI CPLP multi-country plan, with particular focus on developing a network of auditors trainers of auditors (synergy with point i). This plan foresees

training activities and south-south exchanges among CPLP SAI, using capacities of some in profit of needs of others. The plan is annually updated and could be supported by the project with more focus on developing a network of auditors' trainers of auditors within the O-SAI CPLP.

5. Provide trainings and other relevant activities foreseen at transnational level through cooperation arrangements with IGF, involving this institution in training and translation (proof reading) activities. Once IGF is operational, and this can happen at any stage of the project implementation, the institution will be fully involved in trainings designed to be delivered at transnational level (trainings targeting all beneficiary countries SAI, Parliament and CSO/Media staff). IGF will not be involved in delivering national trainings, identified during formulation missions. IGF will also be requested to support translation of important material from AGORA and other relevant literature in the project domain. This will be done via proof reading mainly.
6. Establish eLearning platforms (online and via CDs) in Portuguese Language through collaboration with AGORA/GPPS (<http://www.agora-parl.org/node/1679>) – in synergy with previous point.
7. Promote permanent durable access to database and information in Portuguese Language through collaboration with the Legal Database of the PALOP (<http://www.legis-palop.org/>) and AGORA/GPPS – in synergy with point 5) and 6).

As referred above, institutional sustainability will be thus ensured through training of auditors that will become trainers and be able to train other auditors, Parliament staff and MPs, as well as CSO/Media actors. These are HR that will constitute pools for the constitution of a roster within the O-SAI CPLP framework – also feeding into IGEF actions and scope of work. Additionally, institutional sustainability of relevant CSO/NGO will be ensured through supporting the setup of the multi-country CSO platform using lessons and progress made by civil society organisations' meetings and *fora* within PALOP/CPLP Open Budget Initiative.

Financial sustainability is ensured by avoiding the creation of project management temporary units/structures in all beneficiary countries and putting the emphasis in developing capacities within SAI and Parliament Commissions/Administration staff (national level), and within existing O-SAI CPLP and the multi-country CSO platform working with the Open Budget Initiative.

Joint implementation with UNDP allows the management to implement the project's actions and carry out operations independently of their size and complexity in all different beneficiary countries simultaneously. Hence, important funds are released allowing covering operational and activity costs targeting these institutions capacities. Procurement of goods, ICT and equipment will be done in line with procurement rules and procedures of UNDP, based on principles of good value for money and using international competition accordingly. The property of durable assets procured by the project will be transferred after closure of the project, in agreement with the European Union. ICT (hardware and software) procured target essentially required programmes for transparency and efficiency in financial management and expenditure audit/oversight.

It is expected that all these actions will be built on lessons and existing capacities (human and institutional) in hub countries, Cape Verde and Mozambique, with recognized progress in the different project domains. The sustainability and exit strategy will be finalized during the inception phase and approved by the

project stakeholders. In the second implementing year, this strategy will be reviewed and updated in the third implementing year on the basis of lessons learned exercises and the M&E deliverables.

Project assurance⁴ should ensure all essential activities to project's implementation in the six beneficiary countries (compliance with UNDP rules and procedures, project set-up and general implementation) and Project support⁵ should contribute to the implementation of activities and facilitate as much as possible the country coordination committees in the six countries.

Coordination among these actors should therefore be at all moments promoted and carefully designed annual work plans (to be developed within the start-up project's phase) should reflect the project's approach and respond to the above mentioned challenges.

Finally, the project strategy is to make use of internal UN expertise and networks, as well as external (non-UN) networks and centers of excellence worldwide. In this regard, special efforts will be made to leverage the knowledge and expertise provided by ongoing initiatives such as the AGORA⁶, iKNOW Politics⁷, OISC|CPLP⁸, LegisPALOP⁹, INTOSAI-IDI¹⁰, IBP¹¹, GIFT¹², among others in Portuguese. Important partnerships will be forged with Brazilian Federal Court of Auditors, Portugal Court of Auditors and Parliament.

This complex and innovative strategy poses challenges to the project implementation and sustainability, more specifically regarding results based management and a cost efficient activities' implementation. Considering the project's implementation modality, these challenges are essentially posed to project assurance and support (UNDP Country Offices in Guinea Bissau and in other PALOP and Timor-Leste) and project's country oversight structures (country coordination committees) that should be able to monitor project implementation and respond effectively to emerging issues and eventual shortcomings.

The evaluation will assess the level of efficiency in putting the strategy together during implementation phase, taking into account the elements putted forward above.

1.3 Pro PALOP-TL Objectives, results and entry points

The **overall objective** is to promote economic governance in the PALOP and TL strengthening technical and functional skills of SAIs, Parliaments and Civil Society.

The **specific objective** is to improve the effective external political, judicial and civilian control of public finances in the PALOP and TL for a more efficient and effective use of public resources.

This action will directly address good governance and democracy strengthening the accountability system with external and independent control of public finances standing as the specific objective. As part of the action, responding to the right of citizens to information, and cross cuttingly supporting the promotion of gender equity in public spending will yield transformational results to be sustained beyond the project life

⁴ Provided by UNDP Country Office in Guinea Bissau (leading country).

⁵ Provided by UNDP country offices Operations' units/staff in the six beneficiary countries.

⁶ <http://www.agora-parl.org>.

⁷ www.iknowpolitics.org (International Knowledge Network of Women in Politics)

⁸ <http://www.oiscplp.org/cplp/inicio.htm>.

⁹ <http://www.legis-palop.org/bd>.

¹⁰ <http://www.intosai.org/about-us/intosai-development-initiative-idi.html>.

¹¹ <http://www.internationalbudget.org>.

¹² <http://www.fiscaltransparency.net>.

cycle (i.e training and sensitization activities on gender equality addressed to Parliaments and CSOs). UNDP will associate UN Women units at country office level in designing the AWP and training activities. ICT platforms and solutions will play a central role in this strategy and will be transversal to the action (i.e use of videoconference and IT tools). Environmental issues will be taken into consideration in specific activities when appropriate and consistent with partner countries' national strategies and priorities, such as the strengthening of oversight capacities in the natural resource extraction domain in Mozambique.

The project foresees **two results** directly contributing to the specific objective:

R1. SAIs' control and audit capacities over public finances in the PALOP and TL are strengthened in a context of joint learning.

This result intends to transfer capacities, tools and practices to SAIs in the PALOP and TL to increase and improve their external and independent control on the financial and public management. In accordance with the project's multi-country intervention logic this strengthening process will be articulated fostering the south-south PALOP-TL cooperation, in the framework of existing cooperation initiatives within the CPLP and new peer learning and exchange of experiences.

R2. Parliaments and Civil Society oversight capacities over public finances are developed for an informed analysis in the PALOP and TL in a context of joint learning.

This result aims at improving political and civilian control of government action and public finances to meet democratic principles complying with standards of publicity and credibility. The multi-country context of the PALOP and TL will enable the establishment of peer review mechanisms benefiting Parliaments and Civil Society Organisations in a context of comparative experience and enhanced access to information.

The strategy defined by the project takes into account the different contexts of the six beneficiary countries and the multi-country PALOP and TL cooperation intervention logic. The strategy will seek to improve political, judicial and civilian control and oversight of government action and public accounts through actions benefiting SAIs, Parliaments and CSOs.

The action plan includes multi-country activities fostering the south-south PALOP-TL cooperation (face-to-face and eLearning training, workshops, study trips and peer learning initiatives) and national activities aimed at addressing specificities of each beneficiary country (training, organizational changes, drafting of manuals, capacity development, etc.).

During the project's formulation process an indicative action plan was drafted responding to the partner countries needs' assessment and indications of main beneficiaries and stakeholders, consulted during the field mission carried out by UNDP in May 2013 (see attached country fiches).

The implementation of foreseen activities during the three-year project's duration period was revised in line with the No-Cost Extension (NCE) extending the implementation period until 11/12/2017. Project start-up will have an initial phase initially foreseen for four months from the signature of the Contribution Agreement with UNDP, had to be extended for additional 5 months as referred in the NCE justification note. In this inception phase annual work plans will be developed in a participatory manner and approved

for each country, identifying accurately the pivotal countries and triggers of a change dynamics supporting the project's sustainability strategy.

The inception phase will essentially allow tailor-made responses on a case-to-case basis maintaining the overall approach of the project and the programme – putting more dynamic and developed countries to be champions in promoting change. The inception phase will also allow the project management to setup the project's M&E plan and agree with the EU delegation and project's senior beneficiary on the project's visibility plan. The project's exit strategy will be finalized during the inception phase, revised in the beginning of the second year and updated in the beginning of the last year.

The activities to be carried out during the inception phase (period not exceeding 4 months) are:

- (A1) Preparation and agreement with all beneficiary countries stakeholders on the travel plan;
- (A2) Formulation and approval (by Country Coordination Committees) of Annual Work Plans for 3 years in all beneficiary countries;
- (A3) Revision/update of the project's exit strategy;
- (A4) Formulation approval of the project's visibility plan;
- (A5) Formulation/update of project's M&E plan.

Additionally, daily project management activities are foreseen in order to support implementation in all beneficiary countries. These are operational actions considered eligible and are not the organisation's general management costs. The management actions include, but are not limited to:

- (A1) Project operational start-up, development of ToR and recruitment of the PMU;
- (A2) Setup of project's managerial and financial tools and guidelines;
- (A3) Daily project management activities;
- (A4) Implementation follow-up missions to beneficiary countries;
- (A5) Organisation of Project's steering committees;
- (A6) Coordination and delivery of inception phase. The inception phase will be carried out together with the project management activities and within the same budget provisions.

R1: SAIs' control and audit capacities over public finances in the PALOP and TL are strengthened in a context of joint learning.

SAI's capacity development will be delivered through expertise and high level advice in different domains as well as improvement of information management systems. In addition to in-country interventions, adjusted to partner institutions' needs (see country fiches in annex) multi-country initiatives are foreseen to strengthen ongoing supranational cooperation structures, such as the CPLP Organization of SAIs, and create new peer learning and exchange of experiences. The overarching activities aimed at achieving this result are the following:

- ✓ A.1) Training on management and auditing of public finances;
- ✓ A.2) Technical Assistance for Design, programming and budget planning;
- ✓ A.3) Procurement of equipment and technical assistance for the integration of accounting and information systems in public finances management and auditing – see country assessment fiches and *logframe* for additional details on the nature of equipments to be procured;
- ✓ A.4) Technical assistance to strengthen accountability – standardization of financial reporting standards;
- ✓ A.5) Training, workshops and study trips to exchange experiences and good practice on control of public finances in the PALOP and TL between:
 - A.5.1) SAI and Parliament of each country;
 - ✓ A.5.2) SAIs and civil society of each country;
 - ✓ A.5.3) PALOP-TL SAIs;
 - ✓ A.6) Lessons learnt exercises – M&E of project results.

R2. Parliaments and Civil Society oversight capacities over public finances are developed for an informed analysis in the PALOP and TL in a context of joint learning.

Parliaments' capacity development will be delivered through expertise and high level advice in different domains, including: institutional frameworks' reforms (focus on State General Budget and CA laws), fiscal and budgetary transparency issues, budgets and accounts auditing and monitoring systems, public spending oversight, budget control and policies, among others. Equally, CSOs in all the partner countries will benefit from specialized training in the field of budget control and policies. Grants for local CSOs in each PALOP country and TL will be awarded to implement in-country actions.

A gender oriented approach will be mainstreamed in activities implemented both with Parliaments and CSOs. At the multi-country level of the PALOP countries and TL peer learning initiatives and exchange of experiences and good practice are foreseen. As a result of the project a Forum for the exchange of CSOs good practice on tracking public expenditure and reporting results in the PALOP and TL will be created. The overarching activities aimed at achieving this result are the following:

- ✓ A.7) Capacity development and methodology assistance to support legal and institutional frameworks' reforms with particular focus on the review of laws regarding the State General Budget and CA;
- ✓ A.8) Advocacy and information campaigns on public finance management systems legal reforms, including the promotion of budgetary transparency – fiscal and budgetary information available to the public;
- ✓ A.9) Technical assistance to reinforce budgets and accounts auditing and monitoring systems for the analysis and review of public finances documents and draft laws;

- ✓ A.10) Technical assistance and advice to national parliaments on public spending oversight; A.11) Training, workshops and study trips to exchange experiences and good practice on control of public finances in the PALOP and TL:
- ✓ A.11.1) Established mechanisms at Parliaments of each country;
- ✓ A.11.2) Parliaments and civil society of each country;
- ✓ A.12) Training of civil society organizations and possibly journalists in the field of budget control and policies.

The mid-term evaluation will assess progress towards the achievement of the project objective and outcomes, identify and document lessons learned and make recommendations regarding specific actions that should be taken to improve the project, taking into account the elements putted forward above.

2. Mid-Term Review Purpose and Objectives

The scope of the Mid-Term Evaluation will cover all activities undertaken in the framework of the project. After more than one year of implementation, as planned, a mid-term evaluation needs to be carried out in order to provide an independent analysis of the capacities effectively developed, the skills and knowledge transferred, and the change trends resulting from the project actions.

The evaluators will compare planned outputs of the project to actual outputs and assess the actual results to determine their contribution to the attainment of the project objectives. The Mid-Term evaluation is intended to identify weaknesses and strengths of the project design and implementation strategy to come up with recommendations for any necessary changes in the overall design and orientation of the project by evaluating the adequacy, efficiency, and effectiveness of its implementation, as well as assessing the project outputs and outcomes to date. The overall project performance will be measured based on the indicators of the project's logical framework.

Consequently, the review mission is also expected to make detailed recommendations on the work plan for the remaining project period. It will also provide an opportunity to assess early signs of the project success or failure and prompt necessary adjustments.

The mid-term evaluation will include both the evaluation of the progress in project implementation, measured against planned outputs set forth in the Project Document (PRODOC) in accordance with rational budget allocation and the assessment of features related to the process involved in achieving those outputs, as well as the initial and potential impacts of the project. The mid-term evaluation will also address underlying causes and issues contribution to targets not adequately achieved.

The mid-term evaluation must provide evidence based information that is credible, reliable and useful. The review team is expected to follow a participatory and consultative approach ensuring close engagement with government counterparts UNDP Country Office and key stakeholders.

The evaluation will also identify lessons learnt and best practices from the project which could be applied to future and other on-going projects. The international consultant for this review is expected to identify

lessons learnt and best practices from other climate change adaptation project that could guide technical recommendations and improvements.

Overall objective of the mid-term evaluation is to:

- a. Make an overall independent assessment of the performance of Pro PALOP-TL SAI with particular attention to the impact in the beneficiary countries regarding 1) transfer of capacities in the field of external control of public finances and budget transparency (in a lesser extent); 2) ownership of planning tools and in the implementation of the project initiatives; and 3) south-south and triangular cooperation, peer learning and exchanges in the field of external control of public finances and budget transparency (in a lesser extent);
- b. Identify key lessons learned and propose practical recommendations in order to further facilitate EC-UNDP strategic partnership globally and the EU-NAO cooperation in the field;
- c. Contribute to the project exit strategy.
- d. Review how the interventions succeeded to strengthen application of a rights-based approach and gender mainstreaming

5. Mid-Term Evaluation Questions

The project mid-term evaluation seeks to answer, among others, the following questions, focused around the evaluation criteria of relevance, effectiveness and sustainability:

Relevance:

- What progress has the project made in achieving the proposed outputs?
- To what extent are the Project activities relevant to the needs of the skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society in the six beneficiary countries?
- To what extent are the Project activities relevant to the main human rights issues in skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society in the six beneficiary countries?
- To what extent have transversal domains of this project, such as ICT and gender, been considered in the Project activities?
- Has the project been flexible to adequately respond to changing needs of the skills of Supreme Audit Institutions (SAIs) and National Parliaments based on emerging institutional, legal and other issues through its planning and regular review processes?
- Are the current monitoring and evaluation tools used by the Project adequate to measure the impact of the Project's activities on skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society capacities?
- How effective is the project strategy and its tactics in the planning and implementation of Project activities and in ensuring achievement of project results?

Effectiveness

- To what degree has the Project assistance resulted in an increase in institutional and individual capacity of the skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society in the six beneficiary countries?
- Is the current project management structure and staffing is effective and efficient to produce the required results?
- To what extent has a results based management approach been adopted in the project and how effective is it?
- Does the project deliver its output and outcome in an efficient manner (results against costs)?
- How does this project and its activities compare in costs to other options for achieving the same goals?
- How well are resources used to achieve results? (Value for Money)

Sustainability

- Is the project using appropriate capacity development methodologies to ensure effective transfer of legal, technical (investigative, monitoring, research, communication and education) and management knowledge and skills to skills of Supreme Audit Institutions (SAIs) and National Parliaments staff?
- To what extent has the project supported skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society in ensuring a gradual decrease on the involvement of international staff/experts to support its work?
- How and to what extent has the level and nature of the skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society leadership and senior management engagement contributed to the implementation of the Project and its sustainability and ownership?
- To what extent are the human resource plans of the skills of Supreme Audit Institutions (SAIs), National Parliaments and Civil Society linked with the exit strategy of the Project
- To what extent south-south and triangular cooperation is used in the project's approach and activities and what is its impact in project exit strategy and sustainability?

4. Methodology

The project's evaluation will be carried out by an external team of evaluators, and will engage the stakeholders and beneficiaries

The evaluators will review all relevant sources of information, such as the project document, projects reports, project files, national documents, and any other materials that the evaluator considers useful for this evidence-based assessment.

The Task Manager of this mid-term evaluation will convene an Advisory Panel comprising of technical experts (UNDP, Partner and Governments) to enhance the quality of the evaluation. This Panel will review the inception report and the draft evaluation report to provide detail comments related to the quality of methodology, evidence collected, analysis and reporting. The Panel will also advise on the conformity of evaluation processes to the UNEG standards. The evaluation team is required to address all comments of

the Panel completely and comprehensively. The Evaluation Team Leader will provide a detail rationale to the advisory panel for any comment that remain unaddressed.

While interviews are an important instrument of this evaluation, all analysis must be based on observed facts, evidence and data. This precludes relying exclusively upon anecdotes, hearsay and unverified opinions. Findings should be specific, concise and supported by quantitative and/or qualitative information that is reliable, valid and generalizable.

Two weeks after contract signing, the evaluation team will produce an Inception Report. The Inception Report should include an evaluation matrix presenting the evaluation questions, data sources, data collection, analysis tools and methods to be used. The Inception Report should detail the specific timing for evaluation activities and deliverables, and propose specific site visits and stakeholders to be interviewed. The evaluator will also propose a rating scale in order that Performance rating will be carried out for the four evaluation criteria: relevance, effectiveness and sustainability. The inception report will be discussed and agreed with the Project Unit before the evaluator's team proceed with site mission.

The Consultants will have access to office space, internet access and phone provided by UNDP Country Offices¹³ in the visited countries for undertaking the evaluation. Note that the evaluation foresees missions to all beneficiary countries.

The evaluation report minimum contents and outline will be discussed with evaluation team at the beginning of their assignment. How the information has been obtained and analyzed should be specifically explained and all statements should be properly detailed, supported and explained. The evaluation team will identify any limitations to the evaluation and propose strategies to mitigate them. The suggested table of contents of the evaluation report is as follows:

- Title
- Table of contents
- Acronyms and abbreviations
- Executive Summary (in Portuguese and English)
- Introduction Background and context
- Evaluation scope and objectives
- Evaluation approach and methods
- Data analysis
- Findings and conclusions
- Lessons learned
- Recommendations
- Annexes

The steps in data collection are anticipated but not limited to the following:

- Desk reviews: Review of existing documentation including, but not limited to, the Standard Contribution Agreement, PRODOC, Letter of Agreements, Memorandum of Understanding and Grants with implementing partners; various project document including mission reports; project

¹³ Costed by Pro PALOP-TL SAI resources.

monitoring/evaluation reports and other guidelines; training materials and training evaluation reports; knowledge products; social networks and communications platforms, among others.

- **Stakeholder interviews:** Interviews with key stakeholders including, but not limited to, European Commission Delegations, UNDP Country Offices, Supreme Audit Institutions, Parliaments, Ministries of Finances, Civil Society Organizations involved with the project activities, training/workshop participants and resource persons; staff of partner organizations in activities jointly carried out in the field.
- **Field visits:** Its previewed missions to all beneficiary countries to observe first-hand progress and achievements made to date and to collect best practices/ lessons learned. A case study approach will be used to identify and highlight issues that can be further investigated across the project.

Evaluation Products (Deliverables)

The following reports and deliverables are required for the evaluation:

- Mid-Term Evaluation inception report** - An inception report should be prepared by the evaluators before going into the full-fledged data collection exercise. It should detail the evaluators' understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods, proposed sources of data and data collection procedures. The inception report should include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product. The inception report provides the UNDP CO and the evaluators with an opportunity to verify that they share the same understanding about the evaluation and clarify any misunderstanding at the outset.
- Draft evaluation report** - The UNDP CO and key stakeholders in the evaluation should review the draft evaluation report to ensure that the evaluation meets the required quality criteria.
- Final evaluation report**
- Lessons learned Report** - **The lessons learned report should cover the different facets of the project. This report should be annexed in the main mid-term evaluation report.**

All deliverables will be elaborated in English and must be submitted in digital form together with all supporting documentation including tables, graphs and diagrams in its original format.

6. Timing

The evaluation is expected to take 60 working days, over a period of four months starting after the contract is signed.

Proposed Evaluation Mission Schedule (between June and September, 2016)

Activity	Responsible party	Timeframe/Deadline
Desk review, Evaluation design and work plan (Inception report)	Evaluation team	5 days (remotely)
Field visits, interviews with partners, and key stakeholders	Evaluation team	40 days
Drafting of the evaluation reports	Evaluation team	10 days
Debriefing with UNDP and EU	Evaluation team	Half day
Debriefing with partners	Partners and the Evaluation team	Half day
Finalization and submission of the evaluation reports (incorporating comments received on first drafts)	Evaluation team	4 days
Total No. of Working Days		60

8. Evaluation Team Composition And Required Competencies

The mid-term evaluation will be undertaken by an external team of evaluators, hired as consultants, comprising of a Team Leader and Evaluators. The size of team will be proposed by the Contractors according to the needs and scope of this evaluation as stated in this ToR.

Qualifications :

Lead Expert

- Master's degree in Public Finances, public administration & organizational development or related social science field;
- Minimum 10 years professional experience in economic governance, including significant experience in evaluation exercises and Minimum 5 years of experience in advising/implementing/developing strategic and operational plans in the project main field;
- Knowledge of UN/UNDP and/or EU/EC policy and programming frameworks and work in the project field;
- Extensive technical experience with provision of public finances management systems and external control of public finances' assistance by UN/UNDP and/or the EU/EC (or other relevant actors) needed;
- Fluent oral and written communication skills in Portuguese and English (Portuguese is a requirement).

Other(s) Expert(s) competencies

- Master's degree in public administration & organizational development or related social science field;

- Minimum 7 years professional experience in democratic governance, including significant experience in evaluation exercises and Minimum 3 years of experience in advising/implementing/developing strategic and operational plans in the project field;
- Technical experience with provision of public finances management systems and external control of public finances' assistance by UN/UNDP and/or the EU/EC (or other relevant actors) needed;
- Fluent oral and written communication skills in Portuguese and English (Portuguese is a requirement).

✓ ***Core competencies of the team:***

- Demonstrates integrity by modeling the UN and EU values and ethical standards
- Promotes the mission, vision and strategic goals of the UN and EU
- Displays cultural, gender, age, religion and nationality sensitivity and adaptability
- Demonstrates ability to juggle competing demands, to manage time effectively and adhere to deadlines, and to work flexibly in a multicultural team.
- Demonstrates excellent written, graphical, and oral communication skills.

✓ ***Functional competencies of the team:***

- Substantial experience and understanding in evaluation standards and principles and experience/familiarity with EC and UNDP evaluation reporting framework;
- Good knowledge and expertise in economic governance, public finances management systems (PMF), external control and legislative oversight of public finances and expenditures with particular focus on PALOP and Timor-Leste contexts and institutions;
- Experience in providing practical advice to policy makers; be able to work well with counterparts;
- Good communication and interpersonal skills, ability to foster networks and partnerships, and good working knowledge of information and computer technology;
- Demonstrates knowledge of i) UN rules, regulations, policies, procedures and best practices in the project field, if existing; ii) the EC rules and regulations on project cycle management, aid delivery methods, operations cycle and financing modalities;
- Excellent negotiation and representational skills, with international organizations and/or diplomatic missions;
- Displays analytical judgment and demonstrated ability to handle confidential and politically sensitive issues in a responsible and mature manner;
- Demonstrates strong intellectual and operational capacity in providing and coordinating advisory services;
- Builds solid client relationships with strong networking and advocacy skills; focuses on impact and results; and
- Demonstrates the ability to manage complexities;

✓ ***Performance management:***

- Demonstrated ability to multitask under pressure and to meet strict deadlines;
- Excellent organizational skills and ability to work effectively in teams; and
- Self-management, including conflict management/negotiating skills.

9. Evaluator Ethics

This evaluation will be conducted in accordance with the principles outlined in the UNEG 'Ethical Guidelines for Evaluation'⁶⁴. The Consultants 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 it data. The Consultants 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, UNFPA and UNICEF, and partners.

10. Implementation Arrangements

The UNDP CO will select the evaluation team through according to UNDP rules and procedures. The PRO PALOP Project Manager is responsible for the management of the Team of evaluators and will in this regard designate focal persons for the evaluation and any additional staff to assist in facilitating the process (e.g., providing relevant documentation, arranging visits/interviews with key informants, etc.). The Project Manager will take responsibility for the approval of the final evaluation report in liaison with the Government.

The Project Manager will assist the Evaluation Team in arranging introductory meetings with the relevant parties in in the country. The team will take responsibility for setting up meetings and conducting the evaluation, subject to advanced approval of the methodology submitted in the inception report. The UNDP will develop a Management Response to the evaluation within six weeks of report finalization.

While UNDP in the six countries will provide some logistical support during the evaluation, for instance assisting in setting interviews with national institutions and senior government officials, it will be the responsibility of the Evaluation Team to logistically and financially arrange their travel to and from relevant interventions sites (if necessary) and to arrange most interviews. Planned travels should be included the technical proposal and in the Inception Report.

An **Advisory Panel** comprising of technical experts from CO's will be constituted to enhance the quality of the evaluation. This Panel will review the inception report and the draft evaluation report to provide detail comments related to the quality of methodology, evidence collected, analysis and reporting. The Panel will also advise on the conformity of evaluation processes to the UNEG standards. The evaluation team is required to address all comments of the Panel completely and comprehensively. The Evaluation Team will provide a detail rationale to the advisory panel for any comment that remain unaddressed.

Roles and Responsibilities

<p>Evaluation Manager</p>	<p>The manager of a country programme evaluation oversees the entire process of the evaluation, from its preparation to the dissemination of the final evaluation report. He/she:</p> <ul style="list-style-type: none"> • Coordinates the launching of the evaluation process: preparation of the terms of reference, establishment of the evaluation reference group, and the preparation of the background documentations; • Coordinates the selection and hiring process for the team of evaluators, in consultation with advisor panel; • Supervises and guides the evaluation team during the evaluation process; • Provides comments/inputs and approves the initial design report, the first draft and the final evaluation report; • Coordinates the logistical support for the conduction of the fieldwork by the evaluation team; • Conducts the evaluation quality assurance in consultation with Advisor Panel; • Coordinates the preparation of the Management response, the dissemination of the final evaluation report and ensures that it is published in the different database;
<p>Advisory Panel</p>	<ul style="list-style-type: none"> • Provides input to the ToR of the evaluation and to the selection of evaluation team; • Provides the evaluation team with information and documentation pertaining to the project; • Assists with the identification of key stakeholders and facilitates the access of the evaluation team to information sources to support data collection; • Provides comments on the main deliverables of the evaluation, including the draft final report; • Provides comments on the main deliverables of the evaluation, including the final report; • Advises on the quality of work produced by the evaluation; • Assists with feedback on the results, conclusions and recommendations obtained from the evaluation for the design and implementation
<p>Evaluation Team</p>	<ul style="list-style-type: none"> • Drafts the evaluation design report, including a detailed work plan; • Conducts the fieldwork to collect and process information obtained; • Prepares a presentation on preliminary findings and elements of conclusions and recommendations, the first draft report and the final evaluation report, incorporating the suggestions of the evaluation advisory panel; • Maintains the Evaluation Manager informed on the progresses and limitations of the work.

11. APPLICATION PROCESS

12. **Recommended Presentation of Offer** (for detailed information, please refer to the Instruction to proposer of the RFP):

- The Technical Proposal must follow the template in Section 6;
- The Financial Proposal must follow the template in Section 7;

13. **Criteria for Selection of the Best Offer** (for detailed information please refer to the Instruction to proposer of the RFP)

UNDP applies a fair and transparent selection process that will take into account the competencies/skills of the applicants as well as their financial proposals. Qualified women and members of social minorities are encouraged to apply.

Attachment: Relevant Documentation and Sources

1. [Project Document](#)
2. [Project Interim Reports](#)
3. [Project Visibility Plan](#)
4. [Project Communications' Strategy Document](#)
5. [Project Standard Operating Procedures](#)
6. Project Standard Contribution Agreement and relevant Annexes (to be provided after signature of contract, upon request)
7. [Project Amendments and Riders](#)
8. [Project Newsletters](#)
9. [Project Annual Work Plans](#)
10. Project EU-ROM report (to be provided after the signature of the contract, upon request)
11. Project Trainings, Conferences and Work Groups: [Website Documents](#) & [YouTube videos](#)
12. Project Monitoring & Evaluation Plan

Cover Page

Procurement Reference No.: RFP - Consultancy Services for the Mid-Term Evaluation of the Pro PALOP-TI SAI Project

Technical Proposal

Legal Name of Proposing Organization / Firm: [insert here]
Country of Registration: [insert here]
Year of Registration: [insert here]
Name of Signatory for this Proposal: [insert here]
Designation of the Signatory: [insert here]
Date of Preparation: [insert here]
Email: [insert here]
Business Address: [insert here]
Phone / Fax: [insert here]

¹⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TECHNICAL PROPOSAL COVER PAGES

Section 4 – Proposal Submission Form (use the template hereto) i.e., Statement of Declaration

Statement of Full Disclosure (use the template hereto)

Section 5 – Documents Establishing the Eligibility and Qualification of the Proposer (use the template hereto)

SECTION I. EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity

1.2 Financial Capacity and/or Standing

1.3 Track Record and Experiences

SECTION II. APPROACH AND IMPLEMENTATION PLAN

2.1 Approach to the Service/Work

2.2 Technical Quality Assurance Review Mechanism

2.3 Implementation Timelines

2.4 Subcontracting (if any)

2.5 Risks and Mitigation Measures

2.6 Reporting and Monitoring

2.7 Anti-corruption Strategy

2.8 Partnerships (if any)

2.9 Other

SECTION III. PERSONNEL

3.1 Management Structure

3.2 Staff Time Allocation

3.3 Qualifications of Key Personnel

3.4 Summary of Key Personnel Qualifications

CV of the members of the Team

BANK REFERENCE DETAILS

ANNEXES

Section 4: Proposal Submission Form¹⁵

[insert: Location]

[insert: Date]

To: Ulrika Richardson
Resident Representative
The Joint Office of UNDP, UNFPA and UNICEF
Praia, Cape Verde

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

¹⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form¹⁶

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁶ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹⁷

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<hr style="width: 50%; margin: 0 auto;"/>		
Signature of the Nominated Team Leader/Member		Date Signed

Cover Page

Procurement Reference No.: RFP - Consultancy Services for the Mid-Term Evaluation of the Pro PALOP-TI SAI Project

Financial Proposal

Name of Proposing Organization / Firm: [insert here]
Country of Registration: [insert here]
Name of Signatory for this Proposal: [insert here]
Date of Preparation: [insert here]
Email: [insert here]
Address: [insert here]
Phone / Fax: [insert here]

¹⁸Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Section 7: Financial Proposal Form¹⁹

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

SN	Deliverables as per ToR	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1			
2			
3			
4			
	Total	100%	USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period

¹⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 8: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name Specialization Nationality Period of service

....

....

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 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 performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

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

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.

Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers,

agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

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

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

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

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) 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;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 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 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the 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. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. 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 documentation for such purposes and to grant to UNDP access to the Contractor's premises. 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.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the 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 <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
