

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: <i>CABO VERDE</i> <input checked="" type="checkbox"/> Other conditions: <i>Any proposal sent to the private email addresses of any procurement staff will be automatically disqualified.</i>
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