



Request for Proposal (RFP)

Date: 17/03/10

Dear Sir/Madam,

Subject: RFP for the provision of Evaluation Services

You are requested to submit a proposal for evaluation services of the “Delivering as One Country level evaluation”, as per enclosed Terms of Reference (TOR).

To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract..... (Annex II)
- iii. Terms of Reference (TOR)..... (Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)

Your offer comprising of (1) technical proposal and (2) financial proposal, in separate sealed envelopes, should reach the following address no later than 12:00 hours (12h PM) Cape Verde time on 20th April 2010:

**United Nations Funds and Programmes Office
B. P. 62, Av. OUA, Achada Santo António
Praia
Cape Verde**

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

[Name of Firm and address]

Instructions to Offerors**A. Introduction****1. General**

The purpose of this request of proposals is to contract an independent consulting firm to conduct the country level evaluation of the Delivering as One initiative in Cape Verde.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents**3. Contents of solicitation documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. *Language of the proposal*

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in English **and** Portuguese. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a Portuguese translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the Portuguese translation shall govern.

7. *Documents comprising the proposal*

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. *Proposal form*

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing

a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

11. Period of validity of proposals

Proposals shall remain valid for **sixty (60) days** after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "**Original Proposal**" and "**Copy of Proposal**" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be **signed** by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. *Payment*

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. **Submission of Proposals**

14. *Sealing and marking of proposals*

14.1 The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be addressed to

**United Nations Funds and Programmes Office
B. P. 62, Av. OUA, Achada Santo António
Praia
Cape Verde**

and, marked with “RFP: **Delivering as One Country level evaluation**”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (Proposal form) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

The offeror shall also provide an electronic copy using the following format(s): Microsoft Word, Microsoft Excel and/or Adobe PDF. Electronic copies will be submitted in CD. Soft copies of technical and financial proposals shall be inside technical and financial envelopes accordingly.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

14.2 The Offerors may choose to submit their proposals by e-mail to procurement.cv@cv.jo.un.org
In this case the Offeror shall send separate messages for:

- 1) technical proposal and
- 2) financial proposal both as attachments to the messages.

Both technical and financial proposals must include all information required by these solicitation documents. Having prepared the Proposal in paper format as specified in Clause “C. Preparation of Proposals” hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. The Subject line of the E-mail(s) should state: “**Technical proposal RFP: Delivering as One Country level evaluation- DO NOT OPEN IN ADVANCE**” and separate email “**Financial proposal RFP: Delivering as One Country level evaluation- DO NOT OPEN IN ADVANCE**”.

The opening of the technical and financial proposals **MUST BE SECURED WITH A PASSWORD** by the Offeror, which will be given to the procuring UNDP entity upon its request shortly before the

opening of proposals and after the completion of the technical proposals evaluation respectively. To assist procuring UNDP entity in the assurance of transparency, it is recommended that, prior to sending the Email(s), Offerors should open "Options", then "Voting and Tracking Options" and select "Request a delivery receipt for this message" AND "Request a read receipt for this message". This options path is for Microsoft Office Outlook software. Other software should offer similar options, although the path and wording will be somewhat different.

Please Note: **Any proposal sent to the private email addresses of any procurement staff will be automatically disqualified.**

15. *Deadline for submission of proposals*

Proposals must be received by the procuring UNDP entity at the address specified under clause Sealing and marking of Proposals no later than 12:00 Cape Verde time on **20th April 2010.**

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. *Late Proposals*

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. *Modification and withdrawal of Proposals*

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. *Opening and Evaluation of Proposals*

18. *Opening of proposals*

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contractor will be awarded to the Contractor offering the lowest price.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	240					
2.	Proposed Work Plan and Approach	50%	400					
3.	Personnel	20%	160					
Total			800					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	15					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	35					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Quality assurance procedures, warranty	25					

1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	110					
Total Part 1		240					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	25					
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55					
2.5	Is the conceptual framework adopted appropriate for the task?	65					
2.6	Is the scope of task well defined and does it correspond to the TOR?	120					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85					
Total Part 2		400					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
3.1	Task Manager	80					
	Sub-Score						
	General Qualification	65					
	Suitability for the Project						
	- International Experience	10					
	- Training Experience	10					
	- Professional Experience in the area of specialisation	35					
	- Knowledge of the region	10					
	- Language Qualifications	15					
		80					
3.2	Senior Expert	60					

			Sub-Score						
	General Qualification		50						
	Suitability for the Project								
	- International Experience	5							
	- Training Experience	5							
	- Professional Experience in the area of specialisation	35							
	- Knowledge of the region	5							
	- Language Qualifications		10						
			60						
3.3	Junior Expert			20					
			Sub-Score						
	General Qualification		15						
	Suitability for the Project								
	- International Experience	5							
	- Training Experience	0							
	- Professional Experience in the area of specialisation	10							
	- Knowledge of the region	0							
	- Language Qualification		5						
			20						
Total Part 3				160					

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

General Conditions of Contract

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable

to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under

this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

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

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be

referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

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

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, which the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

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

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

OBSERVANCE OF THE LAW

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

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of Reference for the Country-Level Evaluation of the Delivering as One United Nations in CAPE VERDE

1. Global Context

The Delivering as One (DaO) approach was recommended by the Secretary-General's High-level Panel on System-wide Coherence in the areas of Development, Humanitarian Assistance and the Environment on 9 November 2006. The Panel was mandated by the Secretary-General as part of the follow-up to the 2005 World Summit. The Panel recommended to the Secretary-General that the UN system should establish UN Country Teams with what they called the four Ones—*One Leader, One Programme, One Budgetary Framework*, and, where appropriate, *One Office*—in order to bring about real progress towards the MDGs and other Internationally Agreed Development Goals. UNCTs should also have an integrated capacity to provide a coherent approach to cross-cutting issues, including sustainable development, gender equality and human rights.

On 22 November 2006, the Secretary-General decided to move forward with some of the recommendations, focusing on the call to establish pilot country initiatives where the One UN approach would be tested. On 3 April 2007, the new Secretary-General presented the report of the High-level Panel to the General Assembly. In his comments, he noted that the exercise would test the principles advocated by the Panel in different countries. The governments of Albania, Cape Verde, Mozambique, Pakistan, Rwanda, Tanzania, Uruguay and Vietnam volunteered to pilot the Delivering as One approach. The Secretary-General tasked the UNDG to move forward and support the eight pilot countries. Member States agreed that these concepts should be tested in the pilot countries on a voluntary basis and that the evaluation of lessons learned from these experiences would inform future intergovernmental consultations.

The Delivering as One United Nations (DaO) approach has been implemented in eight programme countries since 2007. The evaluability assessments conducted in 2007 and 2008 suggested that country level evaluations be conducted to assess the progress made against the strategic intent of DaO, record achievements, identify areas for improvement and remaining challenges and most importantly, distil lessons that could inform decision-making processes at the national and intergovernmental levels.

The DaO initiative is intended to make the role and contribution of the UN system at the country level more relevant, effective and efficient. This evaluation is intended to assess how, and the extent to which, the intended and unintended results were achieved in Cape Verde.

The United Nations General Assembly emphasized the need for an independent evaluation of lessons learned from DaO efforts, for consideration by Member States, without prejudice to a future intergovernmental decision. This country-level evaluation should be considered a building block for the independent evaluation which will be commissioned by the UN General Assembly. The independent evaluation would be able to integrate the evaluative evidence from the country-level evaluation, assess systemic efforts of the UN and provide recommendations for decision-making at intergovernmental level.

This Terms of Reference (ToR) is based on the framework ToR developed by the United Nations Evaluation Group (UNEG) at the request of the member states participating in the Delivering as One pilot initiative to support the conduct of country-level evaluations in line with the resolutions of the General Assembly (GA) contained in the 2007 Triennial Comprehensive Policy Review (TCPR) of operational activities for development of the United Nations system.

The TCPR, contained in General Assembly Resolutions 59/250 (2004) and 62/208 (2007), provides guidance to make the role and contribution of the UN system more coherent, effective and relevant at the country level. In the resolutions, the GA emphasizes that the planning and programming frameworks of the UN system, including the UNDAF, need to be fully aligned with national development planning cycles whenever possible and that they should use and strengthen national capacities and mechanisms.

The ownership, leadership and full participation of national authorities in preparing and developing these planning and programming documents are vital to guaranteeing that they respond to the national development plans and strategies.

The resolutions emphasize that programme countries should have access to and benefit from the full range of mandates and resources of the UN development system. National governments should determine which resident and non-resident UN organizations could best respond to the specific needs and priorities of the individual country, including, in the case of non-resident agencies, through hosting arrangements with resident organizations and the use of advanced information and communication technology, including knowledge management.

2. Background on Delivering as One UN in Cape Verde

The overall goal of the Delivering as One UN Initiative in Cape Verde is to improve programme delivery and results through a more coherent, better coordinated, funded and managed UN.

Under the overall leadership of the Government of Cape Verde and the Resident Coordinator, the UN system in Cape Verde aims at delivering tangible development results as one team through the implementation of one country-owned and relevant UN programme that is consolidated as the UN Development Assistance Framework for 2006-2010, with a one year extension for the period 2010-2011. This overall programme framework is based on the principles of joint programming and includes all UN system entities, members of the UN Country team as well as non-resident agencies. It is implemented within the context of one budgetary framework and overall joint resource mobilization strategy, in close cooperation with other international development partners and national partners, including civil society organizations.

The UN in Cape Verde has been moving towards better coordination and increased alignment. This process has incrementally moved forward with efforts to effectively reposition the UN in the changing aid environment of Cape Verde.

The UN System in Cape Verde comprises of twenty agencies (FAO, UNDP, UNFPA, UNICEF, WFP, WHO) with physical in-country presence, and with 7 other agencies (UNIDO, UNIFEM, UNODC, UNESCO, UNHABITAT, UNV, IOM) non-resident agencies but with permanent staff in the country, and other 7 agencies (ILO, ITC, ITU, UNCTAD, UNISDR, UNEP, UNAIDS) covering Cape Verde from other countries, regional offices or Headquarters.

2.1 Re-positioning of the UN

In order to respond more effectively to the challenges of meeting the MDGs, the UN in Cape Verde has in recent years been moving towards improved coordination and increased alignment with national priorities. The implementation of UN reforms and the rapidly evolving development assistance environment in Cape Verde, characterized by a move towards more flexible aid modalities, due to the increased capacity of the Government for the management of the development aid, have provided the UN family with an opportunity to accelerate reform activities at country level. This process has enabled the UN Country Team to work more closely together, acting as one family and speaking with one voice.

The UN system in Cape Verde has viewed the evolving aid environment as an opportunity to initiate reflection at the country level on the future role of the UN in the new General Budget Support (GBS) environment, and to expedite the implementation of the UN Reform, joint programming modalities and the Paris Declaration on Aid Effectiveness. It is therefore very important to place the One UN Initiative in the framework of the ongoing efforts and initiatives in Cape Verde. The rapidly evolving development assistance environment in Cape Verde, with an increased focus on GBS and sector wide funding, has provided the UN family with an opportunity to accelerate UN Reform activities at country level.

The UN works closely with the Government in the new environment, based on its neutrality, impartiality, regulatory/normative role, technical expertise, more general expertise in capacity building, monitoring and evaluation, provision of services, enhancing the voice of the civil society, sudden onset emergency and ability to create and nourish partnerships. There are also increased preparedness and response to efforts by the UN to play a pro-active role in upstream policy dialogue under the Joint Review process and the UNCT has moved forward in engaging more proactively in taking on various convening roles.

A number of areas of **comparative advantage of the UN** system in Cape Verde have been identified:

- **Advocacy** for UN core values, including human rights, gender equality, human security and the Millennium Development Goals;
- **Normative and technical advisory support**, setting standards and ensuring quality control, in addition to providing technical advice according to the agencies respective mandates;
- **Strengthening of national capacity** at both central and decentralized levels, particularly strengthening Government capacity to deliver the additional resources channeled to the State Budget;
- **Support to national scale-up** of evidence-based programmes;
- **Bringing the voice of civil society to the table.** The UN can play a strategic role in ensuring that the voice of civil society is heard. In so doing, it would also ensure that municipalities are given similar opportunities and access to make their voices heard and to influence central government policy.
- **Building partnerships between all stakeholders.** Given its impartiality, the UN is an ideal mediator and facilitator to foster partnerships.

2.2 The “Five Ones” of the Delivering as One UN in Cape Verde

The “Five Ones” in Cape Verde are the following:

- **One Programme:** focusing on a sub-set of selected, strategic UNDAF outputs highlighting joint programmes. The 2006 – 2010 UNDAF, both in substance and cycle, is fully in line with the national development framework. In order to be fully in line with the next national development plan in Cape Verde, and based on guidance from the Government, the UNDAF was extended by one year (2010-2011). The overall strategies and approaches of the UNDAF 2006-2010 will remain consistent in the extension period. The next UN plan will then be developed based on the actual PRSP (2008-2011). Strategic inclusiveness in the One Programme focuses on the contribution of all UN agencies, specialized and non-specialized, resident and non-resident in areas of UN comparative advantage to achieve greater impact in the context of Cape Verde development priorities and of the new aid environment;
- **One Leader:** an empowered and accountable Resident Coordinator, with the competencies and authority to guide the development and management of the UN in Cape Verde and speak with one voice on behalf of the UN and supporting Agency representatives leading agency specific representation in-country, while exploring opportunities for clustering of representation where more effective and efficient;
- **One Budgetary Framework and One Fund:** consolidating all contributions to support a coherent and joint resource mobilization, allocation and disbursement of donor resources to the UNDAF and the Delivering as One UN Operational Plan – ONE PROGRAMME;
- **One Management System:** a results-based management system, with integrated support services, under which all agencies share joint premises and common services, wherever cost-efficient, with an aim to ensure efficient and effective delivery of operations support for programmatic activities of all agencies in the country. This arrangement ensures that cooperative arrangements are in place to build on synergies and maximize the use of available capacities and infrastructure; and
- **One Communication Strategy:** a common approach to communication and advocacy, in which there is a rational use of communication assets to raise and advance issues related to the mandate of the UN. The strategy would lead to greater coherence and effectiveness in the UN’s approach to advocacy, resulting in measurable results.

3. Purpose and Use of the Country-Led Evaluation

It is anticipated that the evaluation of the Delivering as One initiative will be carried out in two phases: (a) a country-led evaluation, which will need to be carried out by the Governments of each DaO pilot country in conjunction with the UNCT and other key stakeholders by mid-2010; and (b) an independent global evaluation, which will commence in July 2010 and will be completed by mid-2011, in time for presentation at the 66th Session of the General Assembly in September 2011.

The objectives of the evaluation are to:

- Assess to what extent the DaO in Cape Verde is on track to achieve its targets against its strategic intent.
- Assess how the DaO initiative is contributing to national development goals
- Identify challenges and lessons learnt from the implementation of the DaO in Cape Verde
- Make specific recommendations on actions that should be undertaken by the different stakeholders (UN, Government and donors) in order to improve the efficiency and effectiveness of the implementation of the DaO in Cape Verde”

The Cape Verde country-led evaluation is based on a number of key principles:

- **Country ownership and oversight:** the evaluation will be overseen by the Government of Cape Verde with a view to ensuring that the results and recommendations are aligned with the national development agenda and can be fully incorporated into key processes and plans;
- **Primacy of national context:** the evaluation process and methodology will be developed with full recognition of the national context and working modalities of Government and development partners – there will be no attempt to create parallel processes or structures;
- **Focus on evaluation of results:** the evaluation will focus on reviewing the contributions of the UN Delivering as One to the overall national development agenda and achievement of the Millennium Development Goals in Cape Verde;
- **Transparency and credibility:** the evaluation will be carried out in an open and transparent manner, with high level, independent professional expertise contracted to support the process, outcome document and core set of recommendations in conformity with international evaluation standard; and
- **Comparability:** while flexible and based on the national context, the evaluation process will also ensure comparability of methodology and results with similar country-led evaluations being carried out in other DaO pilot countries.

The country-level evaluation, including the recommendations, will be used by the stakeholders as an input to the discussion on how to enhance the role and contribution of the United Nations development system in support of national policies and strategies for the achievement of national development results. The evaluation will assess the progress made against the strategic intent of DaO in the country, record achievements, identify areas for improvement and remaining challenges and distil lessons to inform decision-making processes in the country.

The evaluation will also ascertain the level of effectiveness of the DaO initiative in bringing to the country’s benefit the whole potential of the UN development system. The evaluation will be used by the UN and stakeholders to enhance its approach and processes to reach the related national development goals as outlined in the second national Growth and Poverty Reduction Strategy Document (DECRP) and also the internationally agreed development goals. It is also intended that this evaluation will be an opportunity to learn from the other pilot experiences and also will be an opportunity for South-South cooperation.

4. Scope of the Evaluation

The evaluation will focus on the UN's response to addressing the identified key development priorities in the country. When assessing that response, the evaluation will analyze the implementation of the Delivering as One approach expressed in the above mentioned five Ones, namely – *One Programme, One Leader, One Budgetary Framework and One Fund, One Management System and One Communication Strategy* – in order to assess its contribution towards the achievement of national development goals. The evaluation will also assess compliance with UN normative frameworks and cross cutting issues including gender and human rights, and their concrete translation in the DAO initiative.

More specifically:

- **One leader** and the extent to which the position of Resident Coordinator enabled a more coherent UN approach to address national development challenges;
- **One programme** and the feasibility and progress made in establishing joint programming and joint programmes which led to enhanced results that were greater than the sum of the individual UN agency specific programmes;
- **One budgetary framework** and establishment of a resource mobilization framework and One Fund, including the extent to which the administrative systems in place were able to achieve one financial management system;
- **One management system** and the extent to which common support services and shared business units increased efficiency; and
- **One communication strategy** and the extent to which it supported a more effective role and contribution of the UN system in the country.

The evaluation will assess the operational initiatives initiated and conducted within the DaO process since its inception. This should entail, all programme activities falling under the One Programme and also the extent of joint programming related to the implementation of the UNDAF more generally. The timeframe under evaluation should cover initiatives implemented since the initiation of the DaO in mid-2008. The emphasis of the evaluation is on the contribution of DaO to development results.

5. Evaluation Framework

This **formative evaluation** will assess the **relevance**, which includes the responsiveness to the needs and priorities on gender equality, women's empowerment and human rights of the countries as well as from UN conventions, resolutions and treaty bodies such as CEDAW Committee, etc.. It will assess **effectiveness**, which includes the implementation of better processes and production of development outputs including improved results on gender equality, women's empowerment and human rights, and when possible the assessment of development outcomes and impacts. Further it will assess **efficiency**, which includes the reduction of transaction costs for the countries and the increased collaboration and coordination of the UN system in achieving gender equality and human rights results. Finally it will assess the **sustainability** of the DaO initiatives, which includes the probability of long term benefits of continuing the approach over time and assessing the extent to which gender and human rights components of the One Programme have been integrated into government systems to ensure national ownership and strengthen capacities for results on these areas.

A utilization-focused evaluation methodology will be used to guide the identification of the specific evaluation issues and questions, and also the related tools, to make the evaluation a meaningful exercise for national stakeholders: the detailed list of issues and questions will be prepared during the inception phase.

In addition to the specific evaluation questions, the following questions could be canvassed to identify the contextual elements related to the DaO process which would also enable some analysis between the various pilot counties:

- What were the national political drivers for the country to become a DaO pilot?
- What was the UNCT environment and experience of joint work at the time of launching the process?
- To what extent have the findings and recommendations from the evaluability assessment been accepted and implemented?
- What is the progress made towards mainstreaming the RBM approach in the joint programming and joint programmes?
- Is there an M&E system that supports effectively the planning, monitoring, reporting and evaluation of the One Operational Plan and the One Programme in particular?
- Have there been missed opportunities for the DaO process so far and if so, which?

6. Institutional Arrangements for the Evaluation

6.1. Evaluation Management Group

The overall guidance for the evaluation will be provided by an Evaluation Management Group (EMG) which will consist of the two representatives from the Government of Cape Verde, a representative of the UN, a representative of the civil society, one One UN Fund donors, a representative of the private sector and two representatives of Academia. It will be chaired by the National Director of Policies Affairs and International Cooperation from the Minister of Foreign Affairs and Cooperation. The members of the EMG will commission the evaluation. The EMG will oversee the conduct of the evaluation and will meet at key points during the evaluation process. This involves participating in the design of the evaluation, managing the evaluation process, including the identification and selection of the evaluation team and assuring the evaluation process and the final product complies with the highest standards in evaluation. It will include the following activities: revising and approving this Terms of Reference (ToR), coordinating and managing the evaluation process and identifying an evaluation team. The EMG would be supported by a joint Secretariat (Ministry of Foreign Affairs and the UN Resident Coordinator's Office).

To ensure the compliance of the country-led evaluation with international quality standards, the EMG will be supported by an external advisory panel. The panel will enhance the quality of the country-led evaluation by reviewing all deliverables, including terms of reference, inception reports, draft and final evaluation reports.

6.2 Secretariat

The Secretariat will be supporting EMG in the implementation of the evaluation. The Evaluation Secretariat will be co-chaired by the designated focal points from the Ministry of Foreign Affairs and the UN Resident Coordinator's Office with the administrative support of their respective offices. The responsibilities of the Secretariat are to:

- Support the implementation of the evaluation as defined by the EMG
- Act as liaison between the EMG and the evaluation team
- Manage the evaluation budget under the guidance of the EMG
- Support the selection process of the evaluation team
- Facilitate the work of the evaluation team by ensuring that all relevant information and contacts are available
- Coordinate stakeholder workshops in consultation with the evaluation team and other evaluation related meetings, with responsibility for: drafting the agendas, identifying materials for consultation and distribution and coordinating with participants
- Ensure the editing, publication and distribution of the evaluation report
- Perform any other technical and administrative duty as required

6.3 Evaluation Team

The evaluation team will be led by two international and one national recognized evaluator, and will include technical expert in the area of development and management. The team should be able to read and communicate in Portuguese and be familiar with the context of Cape Verde, or a similar development context.

The team leader should have following qualifications:

- Master's degree in international development, public administration, social science, evaluation or related field
- A minimum of 10 years of professional experience specifically in the field of evaluation of international development activities
- A track record of conducting various types of evaluations, including process, outcome and impact evaluations preferably in Cape Verde or at least in the West and Central African Region
- Knowledge and experience of the UN System and UN reform process
- Understanding of the development context of Cape Verde or of other DaO countries would be an advantage
- Excellent report writing skills

7. Methodology

7.1. Evaluation Methods

During the Inception phase, the team members will formulate in detail the methodology for the evaluation. The evaluation will be informed by the key methodological principles below:

- The evaluation is formative and forward looking and will focus on the process aspects of the DaO initiative;
- The evaluations will adopt a highly consultative, iterative and transparent approach with stakeholders, consistent with the utilization-focused approach to evaluation;
- Triangulation of information and data across groups of stakeholders and individuals will be the key method to validate evidence, throughout the whole evaluation process; and
- The evaluations will strictly adhere to the UN Evaluation Group Norms & Standards.

The evaluations will use a wide range of methods and tools, fine-tuned to the national context and to the evaluation questions and in consultation with the EMG. They will preferably include some or all of the following, among others:

- Evaluation matrix relating evaluation issues and questions to evaluation criteria, indicators, sources of information and methods of data collection (inception phase);
- Mapping exercise of the main focus areas of the DaO work (inception phase);
- Desk review of reference documents (inception and data collection phase);
- Individual and group interviews with representatives from Government, Donors, UN Agencies, UN Resident Coordinator's Office, UN M&E Reference Group, Programme Management Team, Operations Management Team, Communication Group, One Fund Administrative Agent, and other key stakeholders (both during inception and data collection phase);
- Checklists or semi-structured interview protocols for each type of interview;
- Establishment of historical causality: a time-line and narrative about the milestone events in the DaO process within the country (inception and data collection phase);
- Field observation and interviews with stakeholders at various levels (data collection phase);
- Thematic studies on specific areas of focus of the DaO process, as relevant and appropriate (data collection phase); and
- Debriefing session with the EMG.

8. Expected Deliverables

The evaluation team is expected to produce the following deliverables (all in Portuguese and English):

- an inception report outlining the evaluation team's understanding of the issues under evaluation including an evaluation framework and a detailed work plan;

- a presentation with preliminary findings to be shared in a meeting of stakeholders and, following revisions with the EMG;
- a first draft report for circulation among EMG for quality assurance and identification of factual corrections from stakeholders;
- a final evaluation report and presentation.

The basic table of content for the final evaluation reports should include minimally i) an executive summary, ii) introduction and rationale, iii) evaluation methodology, iv) country context, v) findings, vi) conclusions, lessons and recommendations, and vii) annexes.

9. Phases and Timeframe

The indicative time schedule is reflected below. The evaluation should take approximately six months, beginning in Mars 2010 and be completed by mid July 2010. It will entail:

- *Establishing the EMG*: The institutional arrangements to conduct the evaluation should be in place before starting the evaluation process. This phase may take approximately one week (mid Mars).
- *Finalize the ToR*: The Terms of Reference should be reviewed and approved by the EMG (mid March).
- *Select independent evaluation team*: The selection of the evaluation team is a critical success factor in the evaluation process. The consultants need to have a proven track record of objective and impartial assessment with the capacity to provide constructive feedback to both, the national government and the UN. A short list should be circulated among members of the EMG and these should be rated and ranked according to mutually agreed criteria. This phase could take five to five weeks (completed by end of April).
- *Initiation of the evaluation and Inception Report*: The first deliverable of the evaluation team is an inception report. The inception report outlines the evaluation team's understanding of the issues to be addressed in the evaluation, the information available and the methods for data collection. It spells out the evaluation framework and a detailed work plan. This could take approximately one week after the evaluation team is hired and starts work (completed by 10-May).
- *Data collection*: The evaluation team will collect data through various means, including desk review, semi-structured interviews, focus group, surveys or field visits. This phase will be linkedged with the following one.
- *Stakeholder meeting on preliminary findings*: After the data collection is finalized, a stakeholder meeting should be organized to present and validate preliminary findings. Participants of the stakeholder meeting should include but not be limited to the people interviewed and all relevant stakeholders in the country. This systematization could be done in a couple of weeks (completed by mid-May).

- *Draft report:* After the stakeholder meeting the evaluation team should present a first draft report to the EMG. This will take two weeks (completed by 7-June).
- *Review of draft report:* The EMG sends the report to the stakeholders for factual corrections and comments to the evaluators (by mid-June).
- *Final report:* The evaluation team will update and finalize the report after receiving comments of the EMG (by end of June).
- *Approval of report:* EMG will review the report for approval (by beginning of July).
- *Publication of report:* After the report is received from the evaluation team, the EMG will send the report to print and make it available on public websites (by 18-July).

Work Plan
Cape Verde Country Level Evaluation of the Delivering as One Initiative (2009-2010)

Updated 06 April 2010

	Key Activities	M	A	M	J	J	Responsible Parties
1	Country specific ToR (CSTOR) of the Evaluation (first version)	15					Secretariat
2	ToR for EMG members	20					Secretariat
3	CSTOR submitted to Quality Assurance Panel (QAP)	22					Secretariat
4	First comments received from QAP and included in CSTOR	22					QAP
5	Advertising in websites and newspapers	24	20				Secretariat
6	Second Comments received from QAP and included in CSTOR		1-6				QAP
7	Establishment of EMG members		16				EMG
8	Reception of Bidding Proposals		20				Secretariat
9	Opening of bidding proposals		21				EMG/ QAP
10	Selection of evaluation team (First EMG Meeting)		21-26				EMG/ QAP
11	Initiation of the evaluation and Inception Report is due			1-10			Evaluation team
12	Data collection			1-10			Evaluation team
13	Stakeholder meeting on preliminary findings			13			Evaluation team
14	Draft report due				7		Evaluation team
15	Hanoi meeting				14-16		
16	Review of draft report (Second EMG Meeting)				17		EMG/ QAP
17	Final report due				21		Evaluation team
18	Approval of report (Third EMG meeting)					4	EMG/ QAP
19	Public Official Presentation of Report					18	EMG/ QAP and Evaluation team

Done

 Process

 Deliverables

 Meetings

Composition of Evaluation Management Group

Government

Ministry of Foreign Affairs and Cooperation

Ministry of Development and planning

United Nations

Two representatives, which are not member of UNCT

Academia

One representative of University of Cape Verde

Donors

Two UN Fund Donors: Spain and Luxembourg

Key Reference Documents

General

1. GA/A/C.2/62/L.63 Management process for the implementation of the General Assembly resolution 59/250 on the triennial comprehensive policy review of operational activities for development of the United Nations system (June-July 2005);
2. CEB/2007/HLCP-XIV/CRP.13, High Level Committee on Programmes, Follow up to HLCP decisions and emerging issues: © Evaluation of the “One United Nations pilot projects, Fourteenth session, New York, 20-21 September 2007 – Agenda item 4(c);
3. The Management and Accountability System of the UN Development RC System, including the “functional firewall” for the RC System (27 August 2008);
4. UNDG RC Generic Job Description (2008);

Cape Verde – Government specific

1. DECRP II – Growth and Poverty Reduction Strategic Paper II (2008-2011) (October 2008);

Cape Verde – United Nations specific

1. Cape Verde One UNCT Concept Paper (December 2006);
2. Cape Verde Stocktaking Report 2008 (March 2009);
3. Cape Verde Stocktaking Report 2007
4. One UN Programme 2008-2010 (1st June 2008);
5. MORABEZA Newsletters (2007-2009);
6. UNEG Evaluation of the Pilot Initiative for Delivering as One - Evaluability of UN Reform Process in Cape Verde - Evaluability Assessment Mission (29 January – 2 February 2008);
7. Evaluability Assessments of the Programme Country Pilots Delivering as One UN – Synthesis Report (December 2008);
8. Terms of Reference: UN Steering Committee, UN Country Team, M&E Group;
9. Expanded “DaO” Funding Window for Achieving of MDGs – Operational Document (January 2009);
10. RCO Management System Framework (2008);
11. One UN Procurement Function (July 2008);
12. DaO M&E Framework,
13. The ONE UN Fund Annual Progress Report 2008,
14. UNDAF 2006-2010,
15. UNDAF Extension Document,

Evaluation questions Matrix

	One Programme	One Leader	One Budget	One House	One Voice
Relevance	<ul style="list-style-type: none"> • To what extent did the new Programme respond to national priorities? • To what extent does the One Programme mainstream and reflect recommendations from UN conventions, resolutions and treaty bodies (e.g. CEDAW Committee, etc.), as well as national priorities on gender equality, women's empowerment and human rights? • To what extent has the One Programme design been based on a gender analysis and on a human rights analysis? • To what extent does the Government and the UNCT seek advice from across UN agencies on gender equality and human rights issues? • To what extent does the Government and the UNCT understand the linkages between environment and development and in which level they use this knowledge to influence the national development framework and UNDAF priorities; 	<ul style="list-style-type: none"> • Is the leadership of the UN RC the most suitable way to represent the depth and breadth of the UN system? • To what extent is leadership in the RC/UNCT - with the support of the RCO - able to represent the range of gender and human rights issues that are part of the normative framework of the UN system at country level? • To what extent is leadership in the RC/UNCT - with the support of the RCO - to support national counterparts to develop their capacities to lead, manage, achieve and account for their national development priorities, especially related to the MDGs and internationally agreed development goals, as well as human rights obligations in ratified UN 	<ul style="list-style-type: none"> • Is the One Budget proposal the most suitable way to enhance the financial administration of DAO? • To what extent is the One Budget proposal sufficient to address identified national priorities and needs regarding gender equality and human rights, as well as for gender mainstreaming within the UNCT? 	<ul style="list-style-type: none"> • Are the common support services and shared business units the most suitable way to enhance the administration of DAO? • To what extent do common support services and shared business units contribute to both the achievement of gender and human rights results at the national level and enhanced working conditions/empowerment of women within the UN? • To what extent do the common premises accommodate diversified needs of various stakeholders (accessibility, information access, etc.)? 	<ul style="list-style-type: none"> • Is one communication strategy the most suitable way to explain the UN activities and the DAO approach? • Is the Communication Strategy of the DAO suitable for communicating and raising awareness of the work of the UN on gender and human rights at the national level?

		<p>conventions and treaties.</p> <ul style="list-style-type: none"> • To what extent is leadership in the RC/UNCT - with the support of the RCO - enhance the national development capacity development and ownership of national development strategies essential for achievement of internationally agreed development goals; • To what extent is leadership in the RC/UNCT - with the support of the RCO- able to integrate capacity assessment into country-led efforts in designing and conduct capacity assessment(s) and interpret results to inform country frameworks, and feed into UNDAF preparation? 			
Effectiveness	<ul style="list-style-type: none"> • Has the DAO process led to improved effectiveness and impact of operational initiatives for development? • Has there been any progress in mainstreaming the 	<ul style="list-style-type: none"> • Is the UN RC leadership perceived as more effective than previous arrangements? • To what extent has the UN RC, as One Leader, 	<ul style="list-style-type: none"> • To what extent has the one budget resulted in a more effective allocation and use of funds to the one programme components? • Has the 	<ul style="list-style-type: none"> • To what extent did common support services and shared business units increased the effectiveness of DAO in terms of achieving programme objectives? 	<ul style="list-style-type: none"> • To what extent did one communication strategy support a more effective role and contribution of the UN system in the country?

	<p>UN conventions and resolutions in the joint programming, including human rights, gender, HIV/AIDS, etc, and if so, to what extent?</p> <ul style="list-style-type: none"> • To what extent has the one programme generated positive synergies and value added beyond the individual interventions to increase effectiveness? • Has the DAO process led to improved relationships between the national government and the UN agencies? • Has the DAO process progressed in the level of inclusiveness among UN agencies, on one hand, and national institutions, on the other and if so, how? • To what extent does the One Programme include specific gender equality and human rights outputs and outcomes? • Does the monitoring and evaluation framework include gender and human rights baseline, indicators and targets that ensure the collection of relevant and disaggregated data? • Is relevant and sex disaggregated data available on progress to the expected results 	<p>been able to exercise enhanced authority, responsibility and accountability?</p> <ul style="list-style-type: none"> • Is the firewall between UN RC and UNDP working? • Which actions would be required from UN HQ to further enhance the authority and accountability of the One Leader? • Has the RC/UNCT - with the support of the RCO - provided leadership in setting gender equality and human rights priorities that provide a framework for coordinating the work of the UNCT? • Does the RC/UNCT - with the support of the RCO - include gender equality and human rights advisors to advocate, lobby for and monitor the implementation of national commitments? • To what extent has the RC/UNCT - with the support of the 	<p>configuration of the One Budget/One Fund progressed and how?</p> <ul style="list-style-type: none"> • To what extent have donors provided unearmarked and multi-year resources to the One Plan Fund in a timely manner? • To what extent have decision-making processes and mechanisms been put in place for gender responsive budgeting and to track subsequent budget allocations and expenditures on gender equality, women's empowerment and human rights? • Has the One Budget led to increased allocations for addressing gender and human rights? 	<ul style="list-style-type: none"> • What is the progress towards this objective? • What are the main constraints, including in terms of resources? • Have common support services and shared business units led to the promulgation/ revision/ improvement of UN wide work/life, family friendly and sexual harassment policies and procedures? Have these been effectively implemented to improve working conditions for women and to achieve gender parity? • Has the facility been rendered gender-sensitive, e.g. creation of breast-feeding room, appropriate and sufficient toilets, child care, security, lighting at night, etc. 	<ul style="list-style-type: none"> • Is the UN speaking with One Voice in a coherent way and is that one voice manifest in the one programme"? • To what extent is the UNCT speaking with one voice in a consistent and coordinated manner regarding gender equality and women's empowerment and human rights • How effective has One Voice been in reaching stakeholders otherwise not accessible, such as women from excluded groups, and providing new opportunities for advocacy and the promotion of gender equality, women's empowerment and human rights issues within the country?
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	<p>of the One Programme?</p> <ul style="list-style-type: none"> • To what extent have the One Programme processes (through better coordination and use of comparative advantages of the UNCT) led to improved results on gender equality, women’s empowerment and human rights at the country level? • Has One Programme led to greater influence and improved capacity of gender focal points and UNCT the Gender Theme Group? To what extent the One Programme supported the national capacities of gender advocates? • To what extent has the UNCT responded to support national priorities on gender equality and human rights? • To what extent has the UNCT, by the UN-supported programmes and projects, anticipate environmental opportunities and constraints as early as possible; • To what extent are the RBM accountability and transparency to sound management of the UN local development system? 	<p>RCO - achieved gender parity and reflects diversity?</p> <ul style="list-style-type: none"> • Does RC participate in the gender theme group or does he/she appoint any senior staff to head the group? • To what extent has the performance of the RC/UNCT - with the support of the RCO - on the promotion of gender equality, women’s empowerment and human rights been monitored and assessed? • To what extent has the performance of the UNCT Support stakeholders to track progress towards their national environmental goals, MDG7 goals, targets, and indicators • To what extent the contribution of the UN enhance the national capacity development and development effectiveness? • To what extent has the UN RC, 			
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		as One Leader, been able to use performance information for management decision-making and to align UNCT and government resources for greater effectiveness?			
Efficiency	<ul style="list-style-type: none"> • Has the DAO process led to improved efficiency and impact of operational initiatives for development? • To what extent has the one programme generated positive synergies and value added beyond the individual interventions to increase efficiency? • Has the DAO process led to reduced transaction costs for the national government and the UN? • To what extent has the One Programme led to increased collaboration and coordination of the UN system in achieving gender equality and human rights results? • Does the one programme initiate any point programme and or joint programming on promoting gender equality? • Does the division of activities under the One Programme 	<ul style="list-style-type: none"> • To what extent has the one leader taken leadership and ensured efficiency gains from the harmonization of the programme, budget, office and voice? • To what extent has the one leader ensure that development processes, products and services contribute to the achievement of desired results (outputs, outcomes and impacts)? 	<ul style="list-style-type: none"> • To what extent has the Harmonized Approach to Cash Transfers (HACT) been implemented? • To what extent have the Cost Norms been harmonized among UN Agencies and with Government and donors and has this led to efficiency gains? • Does enhanced and coordinated financial administration lead to improved results on gender and human rights? • Does the UN country team have a joint or pooled budgetary scheme for supporting gender equality and capacity development of women? 	<ul style="list-style-type: none"> • To what extent did common support services and shared business units increased the efficiency of DAO? • Has there been any progress in the definition and calculation of transaction costs of the collaboration through DAO for both the Government and the UN? • Does the UN building barrier-free and fully accessible for pregnant women, disabled persons and the elderly, and does it meet the national building code in this regard? 	

	<p>accurately reflect agencies' technical competency on gender and human rights, particularly in joint programmes?</p> <ul style="list-style-type: none"> • Does the one programme initiate facilitate the UN local capacity to create and report on a specific, measurable, achievable and time-bound results framework to measure capacity-building initiatives? 				
Sustainability	<ul style="list-style-type: none"> • To what extent has the one programme been integrated into government systems to ensure ownership and sustainability of capacities developed/strengthened or results achieved? • To what extent has the gender and human rights components of the One Programme been integrated into government systems to ensure national ownership and strengthen capacities for results on these areas? • To what extent do the national women's machinery and other gender and human rights stakeholders attend and substantively participate in the national planning processes, the development of One Programme and other 	<ul style="list-style-type: none"> • To what extent has the RCO's capacity to address gender equality and human rights improved? • For reaching the target of 50% - 50%, To what extent has improved gender parity/composition of the RCO influenced improvements in UNCTs? • To what extent has the RCO's adopted the RBM approach as a management strategy that rests on clearly defined accountability for results, and requires monitoring and self assessment of progress towards results, and reporting on 	<ul style="list-style-type: none"> • To what extent has the UN RC ultimate authority on the allocation of resources from the OPF? 		

	<p>UN planning processes and the monitoring commitments on gender equality and human rights in joint programmes?</p> <ul style="list-style-type: none"> • Has the One Programme strengthened the capacities of national actors/rights holders on gender equality and human rights, particularly women belonging to groups subject to multiple discriminations? • To what extent do structures and machinery ensure the systematic incorporation of gender and human rights components into the One Programme? • To what extent does the Government and the UNCT screening for environment during country analysis to get a rapid understanding of any critical environmental issues, how they relate to national development priorities, and how well the country has been able to set and monitor context specific targets for environmental sustainability 	<p>performance.</p>			
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PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

F. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex IX

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

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

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

Price Schedule:				
Request for Proposals for Services				
Description of Activity/Item		Number of Staff	G. Monthly Rate	Estimated Amount
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel			
2.2	Per Diem Allowances			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			