



REQUEST FOR PROPOSALS

**Consultancy Services for the Final Evaluation of the
Common Country Programme Document from UNDP,
UNFPA and UNICEF
Cabo Verde**

**The Joint Office of UNDP, UNFPA and UNICEF
April, 2016**

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

Praia, Cabo Verde
April 28, 2016

Subject: Consultancy Services for the Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde

Dear Sirs:

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

This RFP includes the following documents:

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

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

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

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

The letter should be received by UNDP no later than **May 9, 2016**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

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

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

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

Yours sincerely,

Ilaria Carnevali, Deputy Resident Representative

Section 2: Instruction to Proposers¹

Definitions

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

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

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

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

A. GENERAL

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

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

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

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

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

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

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

10. Clarification of Proposal

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

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

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

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

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

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

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

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

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

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

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer's Conference

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

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

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

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

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

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

24. Deadline for Submission of Proposals and Late Proposals

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

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

25. Withdrawal, Substitution, and Modification of Proposals

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

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

26. Proposal Opening

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

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

27. Confidentiality

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

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

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

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

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

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

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

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

30. Clarification of Proposals

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

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

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Repairable Errors and Omissions

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

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

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

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Coordination Project
2		Title of Services/Work:	Consultancy Services for the Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde
3		Country / Region of Work Location:	Cabo Verde
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	Deadline of Submission	<input checked="" type="checkbox"/> Date: May 23, 2016

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.

	D.24		<input checked="" type="checkbox"/> Time: 15:00 – Cabo Verde – Local Time
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.io.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 – Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde</u> 2. – Technical Proposal – [insert Proposing Firm Business Name] 3. For Financial Document: <u>RFP – Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde</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%, 70 points .
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)	40 (forty) Working days, over a maximum period of 3 (three) 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

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	2.5
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - age/size of the firm - 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 working and knowledge in evaluating child and maternal mortality health, environmental sustainability and disaster risk reduction, social and economic governance, and child protection and human right (including gender equality and Gender Based Violence) results;	
	Working knowledge in Portuguese and fluency in English	
Total Part 1		15

Technical Proposal Evaluation Form 2		Points Obtainable
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
Total Part 2		45

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
Team Leader			
3.1	Academic Qualification		3
	Team Leader/coordination experience		5
	Language qualification		2
		Sub-Score	10
Additional Evaluation Staff			
Evaluator(s) and others members			
3.2	Academic Qualification		7
	Professional experience in the relevant area (evaluation)		10
	Knowledge and experience in evaluating child and maternal mortality health, environmental sustainability and disaster risk reduction, social and economic governance, and child protection and human right (including gender equality and Gender Based Violence) results		8
	Knowledge and understanding of Cabo Verde context		5
			Sub-Score
Total Part 3			40

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)

Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde

I. BACKGROUND AND CONTEXT

The current 2012-2017 Common Country Programme (CCPD) of UNDP, UNFPA and UNICEF is aligned with national priorities, described in the Government's 2012-2016 Growth and Poverty Reduction Strategy (DECRP III). In particular it contributes to the Growth and Poverty Reduction Strategy (DECRP) axes; of the seven strategic priorities outlined in the Government's programme, the CCPD contributes directly to the following three (i) "Build a dynamic, competitive, innovative, and sustainable economy, with shared prosperity for all"; (ii) "Promote social development and cohesion, and facilitate access to basic services"; and (iii) "Consolidate democracy, and good governance". The programme also responds to the four pillars identified by the UNDAF, namely: (i) inclusive growth and poverty reduction; (ii) consolidation of institutions, democracy and citizenship; (iii) reduction of disparities and promotion of equity; and (iv) environmental sustainability and climate change adaptation.

The CCPD (DP/FPA/OPS-ICEF/DCCP/2011/CPV/1) was presented to the Executive Board for discussion and comments at its 2011 second regular session (12-15 September 2011). The document was subsequently revised, and this final version was approved at the 2012 first regular session of the Executive Board on 10 February 2012.

In February 2016, following the UNDAF extension requested by the Government the CCPD was also approved for extension until 2017. The CCPD 2012-2016 followed the principle of alignment with the agencies strategic plan with particular emphasis on focusing on priorities, avoiding duplication or fragmentation, building on lessons learned and a coherent response to country development priorities. As a result, there was a consolidated effort to strengthen evidence-based programming articulated around three levels of assistance: (i) support to human rights and gender-based macro-economic policy choices; (ii) consolidation of institutional capacities for adequate management of the country's multiple transitions; and (iii) development of local and community capacities for direct impacts on the improvement of living conditions. The interventions are intended to benefit essentially children, youth and women of Cabo Verde.

Cabo Verde became the first pilot Joint Office (JO) of the Ex-Com agencies (UNDP, UNICEF, UNFPA and WFP) on 1 January 2006. This was a major step of UN reform towards the harmonization and simplification of UN activities in small countries, a common premises for the UN already existed since the early 1990s, but a call for further cost-effective and cohesive UN country programmes had led to the initiative to merge the organizations of these four agencies to one. Since 2010, WFP ended its operations in Cabo Verde. The JO, now comprising only 3 agencies – UNDP, UNICEF and UNFPA - is presently implementing the second UNDAF/One UN Programme covering the period 2012-2016 under four pillars – Inclusive growth and poverty reduction, Consolidation of institutions, democracy and citizenship, and Environmental sustainability and climate change adaptation - for a total estimated amount of US\$16.8 million. The budget of the Joint Office represents approximately 60 per cent of this amount.

A Joint Office model consists of a single UN office of the participating agencies, led by one representative who equally represents all the participating agencies and is also the UN Resident Coordinator. The JO has one organizational structure and a single programme (Common Country Programme – CCPD) encompassing the activities and mandates of the three participating agencies (UNDP, UNFP and UNICEF),

and uses one set of business processes, rules and regulations under a “support agency” arrangement. It was decided that UNDP processes, systems and contracting arrangements would be adopted by the Joint Office.

The Joint Office is structured in Operation and Programme. For the programme implementation the Office is organized in four Units: Democratic Governance, Population and Poverty Reduction, Human Capital Development and Environment, Energy and Disaster Risk Reduction.

COUNTRY CONTEXT

Cabo Verde is a small insular state in development, graduated from least developed country (LDC) status in 2008. The country is experiencing a demographic dividend, a rapid and fleeting process which is expected to last until the 2020s and which represents a historical opportunity for driving inclusive social and economic growth. Despite being transitory, the impacts of this demographic process may bring decisive and long-lasting benefits, as long as the country adopts strategies to transform the quantitative advantage of the working-age population into a qualitative advantage, mainly through investments in human capital qualification. The total resident population is around half million, 54 per cent of whom are under 24 and the annual population growth is 1.2 per cent. The country achieved the most of the Millennium Development Goals (MDG) targets, in particular for poverty reduction, education and health, and many of its development indicators stand out as exceptions for the region (West Africa). Universal access to primary and secondary schools has been achieved, a strong social safety net has been set up, and the benefits of growth have been distributed through an inclusive approach to policy making and nation-building. According to the last Human Development Report (2015), Cabo Verde ranks 122nd out of 187 countries in the UNDP’s Human Development Index (HDI).

However, disaggregated analyses show that the country faces some geographical, gender and group-specific disparities. Poverty rates reach 27% of the population and around 16 per cent are unemployed. Gender-based disparities include access to employment and social protection. As regards the political participation of women it remains modest in the legislative branch and at the municipal level (where women occupy about one fourth of elected positions). In addition, although better qualified on the whole, young people suffer more acutely from unemployment.

Despite its exceptional progress, Cape Verde still faces economic vulnerabilities associated with its previous LDC status. Two key contributors to the economy, tourism and remittances, are highly dependent on the overall global financial climate. The informal sector contribute for 12% of GDP. For the last three years, Cabo Verde’s GDP growth rate has languished between 1 and 2%, far below the 6-7% rates experienced prior to the 2008/09 international crisis. The public debt is currently estimated at 114% of GDP and is estimated to reach 120% in 2017.

Environmentally, the country is also facing challenges, including groundwater scarcity, recurrent drought, fragile ecological systems and soil erosion. The insularity and climate change are expected to have serious consequences on what are already sensitive ecosystems and may significantly reverse progress made on development and reducing poverty. The mainstreaming of a risk-reduction and resilience-building approach into the national development process is important to reduce climatic risks and build the country’s adaptive capacity, while addressing underlying causes of vulnerability, including those pertaining to gender inequality.

Important factors that contributed to Cabo Verde’s transformation include strong governance, sound democratic institutions, transparent and participative electoral processes and a free media.

Cabo Verde has held legislative elections in March 2016 and will hold presidential and local still in 2016. In 2016 the new PRSP (Strategy Document for Growth and Poverty Reduction – DECRP IV) will be

elaborated and programmatic lines the period 2017-2021. The period 2012-2016 in Cabo Verde was characterized by the search for sustainable policy solutions at the end of the transition period after graduation from LDC status, in a post-global financial crisis world, and with the vulnerabilities typical of a Small Island Developing Country (SIDS).

II. EVALUATION PURPOSE

This CCPD evaluation will be conducted in fulfilment of UN regulations and rules guiding evaluations. The Joint Office of UNDP, UNFPA and UNICEF in Cabo Verde is commissioning this evaluation to ascertain the outcomes and outputs of the common country programme measured against its original purpose, objectives whilst in the process capturing the evaluative evidence of the relevance, effectiveness, efficiency and sustainability of this strategic programme document, which will set the stage for new programme cycle. It is anticipated that the evaluation will outline lessons learned and recommendations which will be useful in contributing to the growing body of knowledge for the coming CCPD and UNDAF planning cycle. The evaluation serves as an important accountability function, providing CO, RO's, HQ's, national stakeholders and partners with an impartial assessment of the results.

III. EVALUATION SCOPE AND OBJECTIVES

This end of programme evaluation will cover the period 2012 – 2015 and will be conducted from May 2016 through to July 2016, highlighting the key lessons learned to provide informed guidance to future programming. The evaluation will cover all activities planned and/or implemented during the period 2012-2015 and will give a special focus on the contribution to child and maternal mortality reduction, environmental sustainability, good governance, protection and human rights (See [Annex CCPD](#)).

The overall objective of this evaluation is to analyze the relevance, performance and the Joint Office of UNDP, UNFPA and UNICEF strategic positioning during the next strategic programming cycle 2018-2021. The specific objectives of the evaluation of the CCPD of UNDP, UNFPA and UNICEF:

1. to provide the Joint Office of UNDP, UNFPA and UNICEF in Cabo Verde, national stakeholders, the Regional Offices, the headquarters as well as the wider audience with an assessment of the relevance and performance of the Common Country Programme and alignment with agencies strategic plan;
2. Determine the strategic positioning of the three agencies UNDP, UNFPA and UNICEF in adding value to the evolving national priorities and development context;
3. Assess the existing frameworks and strategies adopted by the UNDP, UNICEF and UNFPA in providing support to the government of Cabo Verde including partnership strategies, engagements, and whether they were well conceived for achieving planned objectives;
4. Appraise the sustainability of the programme, including the institutionalization of interventions;
5. Assess relevance and utilization of M&E processes
6. to draw key lessons from past and current cooperation and: (i) provide a set of clear and forward-looking options leading to strategic and actionable recommendations for the next programming cycle; (ii) provide inputs to inform the strategic repositioning of the Country Office in light of the three agencies new business model in middle income countries.

The evaluation will cover all activities implemented during the period 2012- 2015 within each programme area (Child protection, nutrition, health, education, environment, disaster risk reduction, poverty reduction, reproductive health and rights, youth, population dynamics and sustainable development, and south-south cooperation, governance, gender, poverty reduction).

A special focus should be placed on four specific areas aiming to assess the contribution of the CCPD for: i) child and maternal mortality reduction; ii) environmental sustainability and disaster risk reduction; iii) social and economic governance, and; iv) child protection and human right (including gender equality and Gender Based Violence). Besides the assessment of the intended effects of the programme, the evaluation also aims at identifying potential unintended results. Concerning the geographical scope, the evaluation will cover the action of the three agencies in entire archipelago.

The evaluation has two components: a) the analysis of the programmatic areas, b) the analysis of the strategic positioning. The component b should provide inputs to support the three agencies in best strategic positioning to increase its added value in the Cabo Verde context and in line with the new modalities of engagement of these agencies in middle income Countries. It will be also important for repositioning these agencies for the next UNDAF cycle.

The country programme evaluation should make recommendations on strengthening the programme monitoring system and particularly data collection and results reporting to support programmatic efficacy and efficiency. From this perspective, evaluation users and target audience are the Joint office of UNDP, UNFPA and UNICEF and the Country Programme counterparts (government, NGOs, academic institutions and the private sector), as well as other United Nations System agencies in Cabo Verde, the UNDP, UNFPA and UNICEF Regional Offices (WCARO), Headquarters and the Executive Board.

In summary, the CCPD Terminal Evaluation has as its main objectives:

1. To ensure accountability for the achievement of the CCPD of UNDP, UNFPA and UNICEF objectives
2. To enhance organizational and development
3. To enable informed decision-making regarding the strategic positioning of the Joint Office next programme cycle

IV. EVALUATION QUESTIONS

The evaluation seeks to answer, but is not limited, to the following questions, focused around the evaluation criteria of relevance, effectiveness, efficiency and sustainability as well as coordination and added value.

1. Relevance (including responsiveness): The criteria of relevance brings into focus the extent to which the objectives of the CCPD of UNDP, UNFPA and UNICEF are consistent with country development priorities and policies, and were aligned throughout the programme period with government priorities and with agencies global policies and strategies. The ability of the CO to respond to: a. changes, emerging development priorities and/or additional requests from the national counterparts, and b. shifts caused by external factors in an evolving country context. Relevance also consider the coherence between the perception of what is needed as envisioned by the planners and the reality of what the needed from the perspective of intended beneficiaries. In this regard the appropriateness is very important to analyze the acceptance and feasibility of the proposed interventions.

- Proposed questions are: To what extent are the programme results (i) responsive to the needs of the country (in particular the needs of vulnerable groups), (ii) aligned with government priorities (iii) as well as with UNDP, UNFPA and UNICEF global policies and strategies and international

partners' policies (including the Millennium Development Goals and global references such as rights-based approach, gender equality, equity focus, human development principles, etc.).

- To what extent is UNDP, UNICEF & UNFPA's engagement a reflection of strategic considerations, including their role in the particular development context in Cabo Verde based on their comparative advantage?
- Are the intended outputs and outcomes aligned with the key development strategies of the country? Are they consistent with human development needs of the country and the intended beneficiaries? Do the outputs and outcome address the specific development challenges of the country and the intended beneficiaries? Were there any unintended consequences (positive or negative) that have implications to the development goals of the country?
- To what extent has the selected method of delivery been appropriate to the changes in the development context?
- Has the three agencies been influential in country debates based on their comparative advantage and has it influenced national policies?

Efficiency: Efficiency measures the outputs -- qualitative and quantitative -- in relation to the inputs. It is an economic term which signifies that the aid uses the least costly resources possible in order to achieve the desired results. This generally requires comparing alternative approaches to achieving the same outputs, to see whether the most efficient process has been adopted.

Proposed questions are:

- Are the approaches, resources, models, conceptual framework relevant to achieve the planned outcome? Are they sufficiently sensitive to the political and development constraints of the country?
- Has UNDP's CCPD strategy and execution been efficient and cost effective over a reasonable time period;
- To what extent did the country office take advantage of existing opportunities for synergies to maximize use of resources?
- Are the monitoring and evaluation systems employed helping to ensure that programmes are managed efficiently and effectively for proper accountability of results?
- **Effectiveness:** This criteria seeks to analyze the extent to which the CCPD outputs have been achieved, and the extent to which the outputs have contributed to the achievement of the CCPD outcomes. Proposed questions under this criterion are:
 - To what extent have the CCPD outputs been achieved? Did the outputs contribute to the achievement of the CCPD outcomes?
 - If not fully achieved, was there any progress? If so, what level of progress towards outcomes has been made as measured by the outcome indicators presented in the results framework. What evidence is there that the CCPD has contributed towards an improvement in national body's capacity, including institutional strengthening? What contributing factors enhance or impede UNDP, UNFPA and UNICEF performance in this area.
 - How effective have UNDP, UNICEF and UNFPA been in partnering with civil society (where applicable) and the private sector to promote the envisaged development in in the country?

- To what extent has the programme supported domestication of key regional frameworks, experiences and international best practices through national development plans and strategies?
- Have the agencies utilized innovative techniques and best practices in its programming?
- **Sustainability:** This criteria focuses on analyzing the continuation of benefits from the Joint Office of UNDP, UNFPA and UNICEF financed intervention after external development assistance has come to an end, linked, in particular, to their continued resilience to risks. Proposed question under this criterion is:
 - What is the likelihood that UNDP, UNFPA and UNICEF supported interventions are sustainable?
 - Were there exit strategies in place?
 - What mechanisms have been set in place to support the government/ institutional partners to sustain improvements made through the interventions?
 - What changes should be made in the current set of partnerships in order to promote long term sustainability?

The evaluation should also include an assessment of the extent to which programme design, implementation and monitoring have taken the following cross cutting issues into consideration:

Human rights

- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefitted from CCPD interventions

Gender Equality

- To what extent has gender been addressed in the design, implementation and monitoring the different interventions?
- To what extent has programme support promoted positive changes in gender equality? Were there any unintended effects?

Capacity Building

- Did the programme adequately invest in, and focus on, national capacity development to ensure sustainability and promote efficiency
- Are the knowledge products (reports, studies, etc.) delivered by the programme utilized by the country?

Coordination:

- To what extent did the Joint Office of UNDP, UNFPA and UNICEF contribute to the coordination mechanisms in the UN system in Cabo Verde?
- To what extent the JO model contribute to a more coherent and efficient response to national priorities as well as to ensure greater coherence in planning, implementation and operational management?

Added Value:

- What is it that UNDP, UNFPA and UNICEF does particularly and distinctively well as compared to other development partners in the country?

- What could be specific roles that the Joint Office of UNDP, UNFPA and UNICEF could play or products that could deliver to mobilize resources and enhance its contribution to development results in the country?

The questions listed above are only indicative; the final set of evaluation questions will be determined during the design phase, after a discussion with the evaluation reference group. The evaluation questions must be included in the evaluation matrix in Annex B.

Based on the above analysis, the evaluators are expected to provide overarching conclusions results in the different areas of support, as well as recommendations on how the JO could adjust its programming, partnership arrangements, resource mobilization strategies, and capacities to ensure that the different portfolio fully achieves current planned outcomes and is positioned for sustainable results in the future. The evaluation is additionally expected to offer lessons for support in country and elsewhere based on this analysis.

V. METHODOLOGY

The CCPD evaluation will be carried out by an external team of evaluators, and will engage a wide array of stakeholders and beneficiaries, including regional bodies, governments where programmes or advisory support were provided, academics and subject experts, private sector representatives etc.

The evaluators will review all relevant sources of information, such as the programme document, projects document, projects evaluation, annual and project reports, UNDAF midterm review, progress reports, project files, national strategic and legal documents, and any other materials that the evaluator considers useful for this evidence-based assessment. A list of documents that the CO team will provide to the evaluator for review is included in [Annex C](#) of this Terms of Reference (ToR). The Terminal Evaluation will be conducted in a participatory manner working on the basis that its essential objective is to assess the CCPD implementation.

The Task Manager will convene an Advisory Panel comprising of technical experts 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.

This evaluation is expected to take a “theory of change” (TOC) approach to determining causal links between the interventions that the Joint Office of UNDP, UNFP and UNICEF has supported, and observed progress in human development. The evaluator will develop in consultation with the CO team, a logic model of how CCPD interventions are expected to lead to improved national and local service delivery. Evidence obtained and used to assess the results of the three agencies support should be triangulated from a variety of sources, including verifiable data on indicator achievement, existing reports, and technical papers, stakeholder interviews, focus groups, surveys and site visits. The evaluator will also propose a rating scale in order that Performance rating will be carried out for the four evaluation criteria: relevance, effectiveness, efficiency and sustainability.

The evaluation exercise will be wide-ranging, consultative, and participatory ensuring representation of both women and men, entailing a combination of comprehensive desk reviews, analysis and interviews.

While interviews are a key instrument, 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.

One week 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, efficiency and sustainability. The inception report will be discussed and agreed with the Country Office and Regional Office before the evaluator proceed with site mission.

The draft of the CCPD 2012-2016 Evaluation Report should will be shared with all staff and stakeholders, and presented in a validation workshop that the Joint Office of UNDP, UNFPA and UNICEF will organize. Key partners and stakeholders will participate in this workshop. Feedback received from these sessions should be taken into account when preparing the final report. The evaluation team will produce an 'audit trail' indicating whether and how each comment received was addressed in revisions to the final report.

A lessons learned report will also be produced and discussed during the validation workshop. Feedback received should be taken into consideration when preparing the lessons learned report. The lessons learned report should cover the different facets of the CCPD interventions and should take into account the mandates of the three agencies. This reports should be annexed in the main evaluation report.

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
- 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: The evaluation team will collect and review all relevant documentation, including the following: i) Relevant National documents; ii) programme/project documents and activity reports; iii) past evaluation/ self-assessment reports; iv) deliverables from the programme activities, e.g. published reports and training materials;; v) JO reports; vii) UNDP's corporate strategies and reports; and viii) government, media, academic publications were relevant.

Stakeholder interviews: The evaluation team will conduct face-to-face and/or telephone interviews with relevant stakeholders, including: i) UNDP, UNICEF and UNFPA staff (managers and programme/project officers) and ii) policy makers, beneficiary groups and donors in the country. Focus groups may be organized as appropriate.

Field visits: The evaluation team will visit selected programme sites 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 programme

VI. EVALUATION PRODUCTS (DELIVERABLES)

The following reports and deliverables are required for the evaluation:

- i. **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 JO 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.
- ii. **Draft evaluation report** - The JO CO and key stakeholders in the evaluation should review the draft evaluation report to ensure that the evaluation meets the required quality criteria.
- iii. **Final evaluation report**
- iv. **Lessons learned Report** - The lessons learned report should cover the different facets of the programme implemented by the JO. This report should be annexed in the main evaluation report.
- v. **Evaluation brief and other knowledge**

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. The PowerPoint presentation for the dissemination seminar and the final report should be translated in *Portuguese*.

VII. EVALUATION TEAM COMPOSITION AND REQUIRED COMPETENCIES

The evaluation will be undertaken by an external Consultancy Firm, hired as consultants, comprising of a Team Leader and Evaluators.

Required Qualifications of the team

The **Team Leader** will have the overall responsibility for the production of the deliverables defined in item VI above.

- He/she will lead and coordinate the work of the evaluation team and will also be responsible for the quality assurance of all evaluation deliverables;
- Minimum 10 years of professional experience in evaluation of development programme, including in the areas of human development, children rights, gender equality and social services;
- The team leader must have a Master Degree and extensive previous experience in leading complex evaluations, especially in the field of development cooperation for UN agencies and/or other international organizations evaluations;
- Demonstrated capacity for strategic thinking and policy advice are essential. Familiarity with United Nations operations will be an asset;
- Working knowledge in Portuguese and fluency in English is required.

Evaluator's and others members competencies

- Minimum of 5 years' experience in conducting evaluations of development programmes
- Strong working knowledge of the United Nations and its mandate, and more specifically the work and mandates of UNDP, UNFPA and UNICEF;
- Sound knowledge of results-based management systems, and monitoring and evaluation methodologies; including experience in applying SMART (**S** Specific; **M** Measurable; **A** Achievable; **R** Relevant; **T** Time-bound) indicators;
- Knowledge and experience in evaluating child and maternal mortality health, environmental sustainability and disaster risk reduction, social and economic governance, and child protection and human right (including gender equality and Gender Based Violence) results;
- Excellent reporting and communication skills;
- Work knowledge in Portuguese and English is required;
- knowledge of the national development context is an asset;
- Familiarity with the challenges of developing countries to develop, strengthen and ensure sustainable development;
- Familiarity with Cabo Verde or similar SIDS (Small Islands Developing States) countries;
- Excellent in interpersonal relations, coordination, planning and team work;
- Excellent feedback-giving skills and culture sensitiveness

The size of team will be proposed by the Contractor according to the needs and scope of this evaluation as stated in this ToR. The team must have at least one national member (resident in Cabo Verde) in order to have a good knowledge of local context and at least one Portuguese speaking member.

VIII. 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.

IX. IMPLEMENTATION ARRANGEMENTS

The Joint Office of UNDP, UNFP and UNICEF will select the evaluation team through according to UNDP rules and procedures³. The Deputy Representative of the Joint Office of UNDP, UNFP and UNICEF 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 Representative of UNDP, UNFPA and UNICEF will take responsibility for the approval of the final evaluation report in liaison with the Government.

The designated JO focal point will assist the Evaluation Team in arranging introductory meetings with the relevant parties 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 CO will develop a Management Response to the evaluation within six weeks of report finalization.

While JO 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 in the technical proposal and in the Inception Report.

The Representative of the Joint Office will convene an **Advisory Panel** comprising of technical experts from CO and RO's 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.

In addition, a Steering Committee chaired by the JO Representative and co-chaired by a high level representative from the Government (Ministry in charge of Foreign Affairs and/or Planning) and composed by JO Head of Units, Civil Society through *Plataforma das Ong's* and others institutions considered relevant for this evaluation. This Steering Committee have responsibility for the approval of the final evaluation report and guidance on the definition of management response of this evaluation.

Roles and Responsibilities

Evaluation manager	<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 the regional office M&E advisers;

³ Operationally the JO use UNDP procedures.

	<ul style="list-style-type: none"> • 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 the regional office M&E adviser; • Coordinates the preparation of the Management response, the dissemination of the final evaluation report and ensures that it is published in the different agencies database and in the web page of the Country Office;
Advisory Panel	<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 Programme; • 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 of the future country programme.
Evaluation Team	<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 reference group; • Maintains the Evaluation Manager informed on the progresses and limitations of the work; • Maintains the Steering Committee informed on the progresses and limitations of the work
Steering Committee	<ul style="list-style-type: none"> • Provides comments to the design report, first draft and final evaluation report; • Ensure the alignment of this evaluation with the national mechanisms and policies; • Approve the final evaluation report and management response; • Provides inputs to the management response to the evaluation.

X. TIME FRAME FOR THE EVALUATION PROCESS

The evaluation is expected to take 40 working days for the Consultants, over a maximum period of three months starting after the contract is signed. A tentative date for the Stakeholder Workshop will be set in the inception meeting and the final draft Evaluation Report is due after 35 working days from the

commencement of the assignment. The evaluation team shall work remotely in close communication with the Evaluation Manager and the Advisory Panel and country mission to collect necessary information and for final finding validation should be scheduled. The following table provides an indicative breakout for activities and delivery:

Proposed Evaluation Mission Schedule (30 working days between May and July, 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	20 days
Drafting of the evaluation reports	Evaluation team	10 days
Debriefing with JO of UNDP, UNFPA and UNICEF	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		40

DELIVERABLES PAYMENT SCHEDULE

Deliverables	Payment Schedule
Inception report	10%
Field mission	20%
Draft Evaluation and Lesson Learned Report	50%
Final Evaluation and lesson learned Report	20%

XI. APPLICATION PROCESS⁴

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

⁴ **Living Conditions:** The Office is based Praia, the capital. Cabo Verde has social and political stability since independence, and there are no major security issues. The living conditions in Praia are good, as well as the access to health services. The level of tropical diseases is very low. There are currently no required vaccines at the entrance to Cabo Verde, unless one comes from West Africa. However, immunization against yellow fever, tetanus and polio, as well as hepatitis A, is recommended. Portuguese is the official language of the country, but informal conversations are held in Crioulo caboverdiano. French is the official diplomatic language in Cabo Verde. The currency used is called: Escudo Caboverdiano (1 EUR = 110 CVE). The Cabo Verdean escudo is not changed in several countries. International credit cards (VISA) are accepted in some shops, hotels and restaurants. It is also possible to withdraw money with an international card in some banks/ATM. Meals at restaurants near the UN Office cost between 2.5€ and 15€.

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

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.

Annexes:

Annex A: Common Country Programme Document

Annex B: Evaluation Matrix

Annex C: List of Documents to be consulted

Annex D: List of Key partners, including the implementing agencies and partners

Annex E: List of Projects and budget

ANNEX F: Phases and activities of the Evaluation

ANNEXES

ANNEX B. EVALUATION MATRIX

EVALUATION MATRIX						
Relevant evaluation criteria	Key Questions	Specific Sub-Questions	Data Sources	Data collection Methods/Tools	Indicators/ Success Standard	Methods for Data Analysis

ANNEX C: LIST OF DOCUMENTS TO BE CONSULTED (NOT EXHAUSTIVE – TO BE COMPLETED)

1. Common Country Programme Document - CCPD 2012-2016
2. United Nation Development Assistance Framework for Cabo Verde - UNDAF 2012-2016 (+1 year Extension)
3. One UN Annual Report (2012, 2013, 2014, 2015) - <http://un.cv/documentos.php>
4. Country Annual Report (2012, 2013, 2014, 2015) from UNDP, UNFPA and UNICEF
5. Documento de Estratégia de Crescimento e Redução da Pobreza – DECRPIII
6. UNDP Strategic Plan 2014-2017
7. UNFPA Strategic Plan 2014-2017
8. UNICEF Strategic Plan 2014-2017
9. UNDAF Annual Workplan (2012, 2013, 2014, 2015) <http://un.cv/documentos.php>
10. CCPD Evaluation Plan
11. Project Evaluation Reports (NAPA, Consolidation of Protected Areas)
12. Relatório de Progresso dos Objectivos de Desenvolvimento do Milenio
13. Human Development Report
14. Plano Nacional de Desenvolvimento Sanitário
15. Plano Nacional para a igualdade de Genero
16. Project documents

ANNEX D: LIST OF KEY PARTNERS, INCLUDING THE IMPLEMENTING AGENCIES AND PARTNERS

Comissão Nacional dos Direitos Humanos e Cidadania (CNDHC)

Comissão Nacional de Eleições (CNE)

Direção Geral da Administração do Processo Eleitoral (DGAPE)

Instituto Nacional de Estatística (INE)

Ministério da Juventude, Emprego e Desenvolvimento dos Recursos Humanos - MJEDRH

Direção Geral do Planeamento Orçamento e Gestão

Direção Geral Da Juventude, Direção Geral da Solidariedade Social

Instituto Cabo-verdiano da Criança e do Adolescente - ICCA

Instituto do Emprego e Formação Profissional (IEFP)

Ministério da Saúde (MS)

Direção Geral do Planeamento Orçamento e Gestão

Direção Nacional da Saúde

Comissão De Combate ao SIDA (CCS-SIDA)

VERDEFAM

Instituto Cabo-verdiano da Igualdade e Equidade de Género - ICIEG

Ministério do Ambiente, Habitação e Ordenamento do Território (MAHOT)

Direção Geral do Planeamento Orçamento e Gestão

Direção Geral do Desenvolvimento e Administração Local (DGDAL)

Direção Nacional do Ambiente

Instituto Nacional de Ordenamento do Território

Instituto Nacional de Meteorologia e Geofísica (INMG)

Ministério da Educação e Desporto (MED)

Direção Geral do Planeamento Orçamento e Gestão

Direção Nacional da Educação

Gabinete do Primeiro Ministro - Centro de Políticas Estratégicas (CPE)

Tribunal de Contas

Parlamento de Cabo Verde

Câmara Municipal da Ribeira Brava

Ministério do Desenvolvimento Rural

Instituto Nacional de Investigação Agrária

ANNEX E: LIST OF PROJECTS AND BUDGET

Related Atlas Project n°	Related Atlas Output n°	Fund	Project Name
65571	81987	04000 - TRAC UNDP	SUIVI ET MISE EN OEUVRE CONVENTIONS INTERNATIONALES DH
		30000 - 11929 - DRT	
	82410	89001 - RR UNICEF	
91236	96589	30000 - 11929 - DRT	BDRE -
		30071 - GOV	BDRE -
65647	82050	04000 - TRAC UNDP	ANALYSES PROSPECTIVES
		30000 - DRT PNUD	
		89302 - DRT UNFPA	
	82051	89001 - RR UNICEF	
		89003 - RR UNFPA	
65430	81935	04000 - TRAC UNDP	MUNICIPALITES ET DEVELOPPEMENT LOCAL
		30000 - DRT PNUD	
78797	88893	30079 - European Commission	Project Management (PMU)
	88894	30079 - European Commission	Visibility Communication Proj
	90427	30079 - European Commission	ProPALOP-TL SAI - CABO VERDE
	90777	30079 - European Commission	ProPALOP-TL SAI - TIMOR LESTE
58142	72091	55021 - IBSA Facility	Dessalinisatio L'eau S.Nicolau
58318	87149	62040 - CIDA	ADAPT AUX CHANGEMTS CLIMATIQUE
65442	81945	04000 - TRAC UNDP	Disaster Risk Reduction
		89127 - OR UNICEF	
		89001 - RR UNICEF	
		89003 - RR UNFPA	
	81946	04000 - TRAC UNDP	Low Emission Climate Resilient
		30071 - C SHARING	
		30000 - DRT UNDP	

	93176	04120 - Trac 3 UNDP	Support emergency coord. Fogo
		30000 - Cost Sharing	
58319	72402	62000 - GEF	PIMS 4176 Consolidation of Cape verde Protected Areas
90563	96274	04000 - TRAC UNDP	Mainstreaming biodiversity
		30071	
		62000 - GEF	
61625	78150	62000 - GEF	Third National Communication
88659	95216	04000 - TRAC UNDP	CV Efficiency Energetic
		62000 - GEF	
65432	81936	89001 - RR UNICEF	Renforcement Qualité Service Santé de l'Enfant
		89142 - OR UNICEF	
		89131 - OR UNICEF	
		89148 - OR UNFPA	
	81937	89001 - RR UNICEF	Renforcement réponse multisectorielle au VIH/SIDA
		89003 - RR UNFPA	
		89301 - DRT UNFPA	
		89302 - DRT UNFPA	
	81962	4000	Décentralisation Services SR de Qualité
		89001 - RR UNICEF	
89302 -			
89003 - RR UNFPA			
62393	79874	89001 - RR UNICEF	Renforcement de la qualité du secteur de l'éducation
		89003 - RR UNFPA	
		89125 - OR UNICEF	
		89129 - OR UNICEF	
		89131 - OR UNICEF	
65400	81918	89001 - RR UNICEF	Renforcement des systèmes de protection de l'enfant
		89131 - OR UNICEF	
	81943	89001 - RR UNICEF	Renforcement du secteur de la Santé
		89001 - RR UNICEF	
		89131 - DRT UNICEF	
		89302 - DRT UNFPA	

	82604	30000 - DRT PNUD	Renf Institutionnel Jeunesse
		89003 - RR UNFPA	
		89131 - OR UNICEF	
69933	84201	04000 - TRAC UNDP	Gender Mainstreaming
		89001 - RR UNICEF	
		89003 - RR UNFPA	
		89003 - RR UNFPA	
		89302 - DRT UNFPA	
65808	82164	89001 - RR UNICEF	RENFORCEMENT DU SYSTEME NATIONAL. STATISTIQUE
		89003 - RR UNFPA	
		89302 - DRT UNFPA	
73136	86104	30000 - DRT PNUD	Programme Social de Transfert
	87830	89130 - OR UNICEF	
79160	89241	30000 - CS - LUX	Progr Appui Stratégie Nat. Emploi
		30000 - DRT PNUD	
65851	82195	04000 - TRAC UNDP	Support to Program Execution
		30000 - Cost Sharing	
		89001 - RR UNICEF	
		89003 - RR UNFPA	
		89111 - OR UNICEF	

ANNEX F. PHASES AND ACTIVITIES OF THE EVALUATION

Phase	Key activity
Preparation phase	<ul style="list-style-type: none"> • Drafting of the Terms of Reference in consultation with the Regional Office of UNDP, UNFPA and UNICEF; • Approval of ToR; • Constitution of the evaluation reference group; • Compilation of initial list of background information and documentation; • Preparation of the preliminary stakeholder’s map; • Selection and hiring of the Evaluation Team.
Design Phase	<ul style="list-style-type: none"> • Conducting a desk review of all relevant documents (global and country specific) concerning the Common Country Programme 2012-2016; • Preparing the final mapping of stakeholders relevant to the evaluation; • Finalizing the list of evaluation questions outlined in the Terms of Reference; • Establishing the strategy, methods and instruments for data collection and analysis; • Drafting a concrete work plan including the functions, responsibilities and dates due for the field phase. <p>At the end of the design phase, the evaluation team will produce an inception report, displaying the results of the above-listed steps and tasks (as defined above)</p>
Field Phase	<ul style="list-style-type: none"> • Collection and analysis of data required in order to answer the evaluation questions; • Analysis of the results with a view to formulate the preliminary findings and recommendations of the evaluation; <p>At the end of the field phase, the evaluation team will provide the CO with a debriefing presentation of the preliminary results of the evaluation, with a view to validating preliminary findings and testing tentative conclusions and/or recommendations.</p>
Synthesis Phase	<p>Continuation of the analytical work and preparation of a first draft of the final evaluation report;</p> <ul style="list-style-type: none"> • The Evaluation Team incorporates comments made by the reference group and consolidates the first draft of the evaluation report; • The Evaluation Team prepares a second draft of the final evaluation report; • Evaluation manager carries out an Evaluation Quality Assessment; • Comments of reference group; • Validation workshop with national stakeholders; • Suggestions are incorporated by the Evaluation Team and the final evaluation report is prepared; • Perform the EQA with inputs from regional M&E advisers.
Dissemination, management response, dissemination and follow-up phase	<p>Sharing the report with stakeholders in country, as well as in the Regional Offices and in headquarters;</p> <ul style="list-style-type: none"> • Coordinating the preparation of the management response including the recommendations from UNDP, UNFPA and UNICEF RO and HQ, and other interested partners; • Publishing the final evaluation report, according to Un procedures and the management response, on the country office web site;

Cover Page

Procurement Reference No.: RFP - Consultancy Services for the Final Evaluation Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo Verde

Technical Proposal

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

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

TECHNICAL PROPOSAL COVER PAGES

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

Statement of Full Disclosure (use the template hereto)

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

SECTION I. EXPERTISE OF FIRM/ ORGANISATION

1.1 Brief Description of Proposer as an Entity

1.2 Financial Capacity and/or Standing

1.3 Track Record and Experiences

SECTION II. APPROACH AND IMPLEMENTATION PLAN

2.1 Approach to the Service/Work

2.2 Technical Quality Assurance Review Mechanism

2.3 Implementation Timelines

2.4 Subcontracting (if any)

2.5 Risks and Mitigation Measures

2.6 Reporting and Monitoring

2.7 Anti-corruption Strategy

2.8 Partnerships (if any)

2.9 Other

SECTION III. PERSONNEL

3.1 Management Structure

3.2 Staff Time Allocation

3.3 Qualifications of Key Personnel

3.4 Summary of Key Personnel Qualifications

CV of the members of the Team

BANK REFERENCE DETAILS

ANNEXES

Section 4: Proposal Submission Form⁶

[insert: Location]
[insert: Date]

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

The

Dear Sir/Madam:

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

We hereby declare that :

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

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

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

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

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

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

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

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

Proposer Information Form⁷

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

Page _____ of _____ pages

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

⁷ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)⁸

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

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

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

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: PERSONNEL

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

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

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

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

Cover Page

**Procurement Reference No.: RFP - Consultancy Services for the Final Evaluation
Common Country Programme Document from UNDP, UNFPA and UNICEF Cabo
Verde**

Financial Proposal

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

⁹Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Section 7: Financial Proposal Form¹⁰

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

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

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

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

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

A. Cost Breakdown per Deliverables*

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

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

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

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

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

Section 11: Contract for Professional Services

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

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

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

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

a) this Letter;

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

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

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

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

2. Obligations of the Contractor

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

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

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

.... ..

.... ..

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.

Email address:

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

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