



## Request for Proposals (RFP)

November 16 2010

Dear Sir/Madam,

**Subject: RFP for the joint evaluation of programmes on women's participation in political processes supported by UNIFEM (Part of UNWOMEN) and UNDP in Africa (2004-2009)**

1. You are requested to submit a proposal for evaluation services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Annex I)
  - ii. General Conditions of Contract..... (Annex II)
  - iii. Terms of Reference (TOR).....(Annex III)
  - iv. Proposal Submission Form .....(Annex IV)
  - v. Price Schedule .....(Annex V)
3. Your offer comprising of technical proposal and financial proposal, in **separate pdf email attachments** should reach the following address no later than 11.59 pm (US eastern time) 30 November 2010 [africa.rfp@unifem.org](mailto:africa.rfp@unifem.org)

**In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed should be sent electronically in PDF format and send to ([africa.rfp@unifem.org](mailto:africa.rfp@unifem.org)) Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.**

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

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

Yours sincerely,

## **Instructions to Offerors**

### **A. Introduction**

#### **1. General**

##### **Purpose of RFP**

UNIFEM is seeking the services of an evaluation firm to carry out an evaluation of the UNIFEM/UNDP programmes on participation of women in political processes in Africa.

#### **2. Cost of proposal**

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

### **B. Solicitation Documents**

#### **3. Contents of solicitation documents**

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

#### **4. Clarification of solicitation documents**

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

#### **5. Amendments of solicitation documents**

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

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

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

## C. Preparation of Proposals

### 6. Language of the proposal

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

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

### 8. Proposal form

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

#### (a) Management plan

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

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

#### (b) Resource plan

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

#### (c) Proposed methodology (see attached TOR )

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

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

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

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

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

#### **9. Proposal prices**

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

#### **10. Proposal currencies**

All prices shall be quoted in US dollars

#### **11. Period of validity of proposals**

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

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

#### **12. Format and signing of proposals**

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

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

#### **13. Payment**

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

## D. Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall send the technical and financial proposals in two separate emails as detailed below.

(a) The Email Subject line for the technical and financial proposals shall be:

- **Technical proposal: (company name) Evaluation of UNIFEM /UNDP Africa Programmes on women's participation in political processes**

and,

- **Financial Proposal: (company name) Evaluation of UNIFEM /UNDP Africa Programmes on women's participation in political processes**

Please ensure that each of the proposals bears the name of the offerer. Email it to [africa.rfp@unifem.org](mailto:africa.rfp@unifem.org)

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNIFEM entity at the address specified under clause *Sealing and marking of Proposals* no later than **30 November 2010 by 11.59 pm Eastern US time**

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

### 16. Late Proposals

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

### 17. Modification and withdrawal of Proposals

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

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The

withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

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

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

## **E. Opening and Evaluation of Proposals**

### **18. Opening of proposals**

The proposals will be opened by the entity's evaluation Task Manager and will be distributed electronically to a virtual reference group for review.

### **19. Clarification of proposals**

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

### **20. Preliminary examination**

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

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

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

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

### **21. Evaluation and comparison of proposals**

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.

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

In the Second Stage, the price proposal of all contractors will be reviewed. The contract will be awarded to the Contractor obtaining the highest score (combining both the technical evaluation and financial evaluation).

## F. Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Company / Other Entity				
			A	B	C	D	E
1.	<b>Team leader and Team Composition</b>	40%					
2.	<b>Technical Proposal</b> (Evaluation matrix and interpretation of the TOR, proposed approach and methodology, the proposed workplan )	40%					
<b>Total</b>							

## G. Award of Contract

### 22. Award criteria, award of contract

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

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

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

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

### 24. Signing of the contract

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

## Annex II

# General Conditions of Contract

### UNIFEM/UNDP GENERAL CONDITIONS OF CONTRACT

#### FOR PROFESSIONAL SERVICES

#### 1. LEGAL STATUS

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

#### 2. SOURCE OF INSTRUCTIONS

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

#### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

#### 4. ASSIGNMENT

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

#### 5. SUB-CONTRACTING

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

#### 6. OFFICIALS NOT TO BENEFIT

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

#### 7. INDEMNIFICATION

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

#### 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

- (iii) Provide that UNIFEM/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 UNIFEM/UNDP with satisfactory evidence of the insurance required under this Article.

**E. 9. ENCUMBRANCES/LIENS**

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

**10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by UNIFEM/UNDP shall rest with UNIFEM/UNDP and any such equipment shall be returned to UNIFEM/UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNIFEM/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 UNIFEM/UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNIFEM/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 UNIFEM/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 UNIFEM/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 UNIFEM/UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNIFEM/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 UNIFEM/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 UNIFEM/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 UNIFEM/UNDP, shall be made available for use or inspection by the UNIFEM/UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNIFEM/UNDP authorized officials on completion of work under the Contract

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

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

**13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNIFEM/UNDP, shall be treated as confidential and shall be delivered only to UNIFEM/UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNIFEM/UNDP, any information known to it by reason of its association with UNIFEM/UNDP which has not been made public except with the authorization of UNIFEM/UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

**14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNIFEM/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 UNIFEM/UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNIFEM/UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

## **15. TERMINATION**

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

## **16. SETTLEMENT OF DISPUTES**

### **16.1. Amicable Settlement**

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

### **16.2. Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 UNIFEM/UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNIFEM/UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNIFEM/UNDP before the payment thereof and UNIFEM/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 UNIFEM/UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19. CHILD LABOUR**

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

## **20. 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 UNIFEM/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 UNIFEM/UNDP.

**OBSERVANCE OF THE LAW**

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

**AUTHORITY TO MODIFY**

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

## Annex III



### TERMS OF REFERENCE

#### 1.0 THEMATIC EVALUATION OF PROGRAMMES ON WOMEN'S PARTICIPATION IN POLITICAL PROCESSES SUPPORTED BY UNIFEM AND UNDP IN AFRICA (2004-2009)

#### 2.0 BACKGROUND PURPOSE AND USE OF THE EVALUATION

Studies have shown that higher numbers of women in parliaments and other leadership positions, generally contribute to stronger attention to women's issues. Women's political participation is a fundamental prerequisite for gender equality and genuine democracy. It facilitates women's direct engagement in public decision-making and is a means of ensuring better accountability to women. In cognizance of this, UNIFEM and UNDP in Africa have paid great attention to women's participation in political and electoral processes and have included in their regional, sub regional and country strategies, programmes that aim at promoting women's participation in electoral processes.

The programmes implemented have utilised diverse approaches, strategies and have had varied durations and investment. The programmes/projects have varied from being long term to short term initiatives that are developed around upcoming electoral processes. Other initiatives have been components of a larger programme within UNIFEM or components of larger national programmes on elections usually administered by UNDP. The programmes have also had varied beneficiaries. Over the years there has been no systematic process to evaluate many of these programmes and strategies to determine evidence of their success. Work on women and political participation is expanding in Africa and increasingly, UNIFEM and UNDP are expanding investment on women's participation in electoral process. In order to ensure that the right approaches and strategies are utilised, there is a need for an evaluation of the previous initiatives and learn from them.

The UNIFEM-Africa Section and the UNDP Regional Bureau for Africa therefore are undertaking a joint thematic evaluation on women's participation in political processes in Africa. This evaluation is part of planned decentralised evaluations and responds to the UNIFEM Management Results output "*Internal and partner capacity enhanced to*

*undertake gender-responsive, results-based, rights-based evaluations that generate knowledge on gender equality and women's empowerment", as well as Output 3 of the UNDP RBA Regional Programme on gender equality and women's empowerment.*

This evaluation will be a formative evaluation focussing on two main aspects: 1) the review of overall implementation of programmes supporting the enhancement of women's participation in political processes; and 2) an assessment of the relationships between the various strategies and actual changes in the numbers of women and quality of participation of women, and the role of these programmes in supporting them.

The main objectives of the evaluation are;

- i. To analyze the relevance, effectiveness, efficiency and sustainability of UNIFEM/UNDP programmes and strategies on women's participation in political processes in Africa;
- ii. To determine, assess and validate the results from the various programmes in terms of achievements, gaps in reaching objectives against both agencies' strategic plans and assess extent to which beneficiaries and target groups were reached.
- iii. To provide forward-looking recommendations and a relevant Theory of Change to strengthen programming in the area of women in decision making in Africa. To contribute knowledge to organizations working in Africa on women in political processes.
- iv. To provide inputs for strategic reflection, sustained continuity and learning on its work supporting the participation of women in politics and a regional strategy /or programmes to promote women's political leadership.
- v. To generate information for the development of knowledge products to be used in providing substantive policy advisory support to COs and national partners.

### **3.0 CONTEXT**

Participation of women in decision making has consistently been at the centre for the global agenda for many years. Women's participation in political and other decision making processes is an indicator of progress towards gender equality and women's empowerment in the Millennium Development Goals (MDGs) and a commitment that governments have affirmed and re-affirmed. The Fourth World Conference on Women, held in Beijing in 1995, drew attention to the persisting inequality between men and women in decision-making. The Beijing Platform for Action reaffirmed that women's persistent exclusion from formal politics, in particular, raises a number of specific questions regarding the achievement of effective democratic transformations, in practice. The Beijing Platform for Action 1995, later revised at the 23rd Special Session of the United Nations (UN) General Assembly held in June 2000, encouraged governments to "set and encourage the use of explicit short and long-term time-bound targets or measurable goals, including where appropriate, quotas to promote progress toward gender balance, including women's equal access to and full participation on the basis of equality with men in all areas and at all levels of public life, especially in decision-making positions, in political parties and political activities."

Other international mandates for women's equal participation in politics include the Convention on the Elimination of All Forms of Discrimination against Women, in its Article 7, which calls upon States parties "to take all appropriate measures to eliminate discrimination against women in the political and public life of the country". In its Resolution 1325 (2000) on women, peace and security, the UN Security Council also reaffirmed the important role of women in the prevention and resolution of conflicts and in peacebuilding, and stressed the importance of their equal participation and full involvement in all efforts for the maintenance and promotion of peace and security, as well as the need to increase their role in decision-making.

At the regional level the Protocol to the African Charter on Human and Peoples' Rights on the Rights of Women in Africa in its Article 9 recognizes women's rights to participation in the political and decision-making processes of countries and calls upon State Parties to "take specific positive action to promote participative governance and the equal participation of women in the political life of their countries through affirmative action, enabling national legislation and other measures".

At the national level, many countries in Africa have adopted the above normative frameworks in their national constitutions, laws and policies. Furthermore in recent years women's participation in politics and decision-making in Africa has received significant attention because of achieving certain milestones. The 2005 election of Ellen Johnson-Sirleaf as President of Liberia was an important milestone. The 2008 parliamentary election in Rwanda resulted in a lower house of parliament that is 56.3% per cent female. Rwanda now ranks first in the world in terms of women in national parliaments. At the ministerial level, South Africa, Guinea-Bissau, and Rwanda lead the continent in the number of women who hold ministerial positions. In those countries, women comprise more than 35 per cent of ministerial posts.

Despite such high profile achievements, women still remain seriously underrepresented in decision-making positions across the continent. In the majority of African countries, women hold less than 20 per cent of ministerial positions. According to statistics from the Inter Parliamentary Union (IPU), the Saharan African regional average of women in parliaments is 19% as at 31 July 2010. This is way below the globally agreed quota of 30%. The African Union (AU) has set a goal of achieving parity between women and men in decision-making by 2020, while the Southern African Development Community (SADC) target calls for 50% women in decision-making in all sectors by 2015.

#### **4.0 DESCRIPTION OF PROGRAMMES ON WOMEN IN ELECTIONS IN AFRICA**

One of the key pillars of UNIFEM/UNDP's work is advancing women's political participation and good governance, to ensure that decision-making processes are participatory, responsive, equitable and inclusive. Programmes to increase women's participation in political processes have been premised on the argument that achieving higher numbers of seats in national legislatures for women is an indicator of progress towards gender equality and women's empowerment in the Millennium Development

Goals (MDGs), and pays dividends in ensuring gender responsive policies and practices in a country.

Support has been provided support to women’s political participation in at least 16 African countries over the last six years. The programmes and projects on women’s participation in elections have involved diverse and varied strategies that are specific to the contextual issues within each country. This support can be classified as technical, logistics and capacity building which is provided to electoral management bodies as well as civil society organizations working on women’s political participation. The predominant areas of support include voter registration, gender sensitive civic education, training of women candidates, capacity building for national women leaders, media and some legal reforms work. Support is often provided mainly before and during elections. Some work has been undertaken after the elections and has been limited to capacity building for elected women. The financial investment on the programmes/projects supported by UNIFEM has been diverse with the largest programme having had an investment of over \$4m over a two year period. UNDP has provided support under its regional programmes, including the governance programme, the support to elections programme, the gender programme and other specific elections support facilities. Some of the programmes strategies that have been utilised are described below.

<p><b>Training and capacity building</b></p> <ul style="list-style-type: none"> <li>• Identification of potential candidates</li> <li>• Training of candidates in leadership, campaign management communication, resource mobilisation etc</li> <li>• Development of women’s agendas</li> </ul>
<p><b>Awareness raising community mobilisation</b></p> <ul style="list-style-type: none"> <li>• Community awareness raising on women’s leadership</li> <li>• Mobilisation of women to register as voters</li> <li>• Civic education on the need to vote</li> </ul>
<p><b>Media and communication</b></p> <ul style="list-style-type: none"> <li>• Training of journalists and advocacy with media houses for gender responsive reporting</li> <li>• Production of electronic (TV and radio) messages promoting women’s leadership</li> <li>• Print media in support of women’s leadership</li> <li>• Use of mobile telephony</li> <li>• Websites on women’s leadership</li> </ul>
<p><b>Policy advocacy and legal reform</b></p> <ul style="list-style-type: none"> <li>• Advocacy with political parties to incorporate gender equality principles in their party manifestos</li> <li>• Influencing legal reforms on electoral laws for gender responsiveness</li> <li>• Technical support to electoral commissions and political parties</li> </ul>
<p><b>Strengthening Women’s Networks</b></p> <ul style="list-style-type: none"> <li>• Support exchange visits</li> </ul>

<ul style="list-style-type: none"> <li>• Creating and supporting parliamentary caucuses---</li> </ul>
<p><b>Elections Monitoring</b></p> <ul style="list-style-type: none"> <li>• Elections monitoring</li> <li>• Response mechanisms for victims of violence during elections</li> </ul>

The demand to support women’s political participation has been growing over time and this evaluation presents an opportunity to UNIFEM and UNDP to generate knowledge that will improve programming in this area, as well as inform the development of targeted knowledge products. It is also expected that this evaluation will build a case for a theory of change on necessary building blocks that generate results on increasing the numbers of women in electoral processes.

**5.0 SCOPE OF THE EVALUATION**

This is a thematic evaluation with a significant formative component. The evaluation will cover the programmes that have been implemented and completed between 2004 and 2009. This evaluation will be forward looking in terms of the design of the strategies and documentation of emerging evidence based good practices to inform future programmes.

Women’s participation in decision making is a broader theme and in this evaluation the scope will be on the projects that were specific to women’s participation in political processes (national and local level).

Regarding the *geographic scope*, the evaluation will focus on selected countries (the actual number will be determined at the inception stage) that have implemented programmes/ projects relating to women’s participation in decision making processes. The countries to be covered will be representative of the UNIFEM Africa sub regional offices while also taking into consideration other factors such as the investment in the programmes. A representative sample of the countries for in-depth field visits will be identified by the evaluators in consultation with the Africa Section, UNDP RBA and Reference Group, based on preliminary desk review and set criteria.

The budget range for this evaluation is up to US\$150,000

**6.0 EVALUATION QUESTIONS**

The evaluation will address a number of key questions in two main areas:  
*Results:* questions on the achievement of results of the programmes/projects based on specific outcomes and corresponding outputs.  
*Strategy:* questions on the effectiveness of strategies used in the different programmes for advancement of women’s participation in political processes and lessons learnt for UNIFEM/ UNDP role in such programmes.

## **Key evaluation criteria and questions to be addressed:**

### *Effectiveness – Achievement of outputs, progress towards outcomes*

- i. What changes have UNIFEM/UNDP supported programmes on participation of women in political processes contributed to in terms of numbers of women and the political landscape in Africa?
- ii. What capacities of the duty bearers and the rights holders have been strengthened through the implementation of UNIFEM/UNDP programmes on participation of women electoral processes?
- iii. Is there a preferred sequence of these activities in order to obtain the greatest impact? What are the pathways/Theory of Change to expected long-term results increasing women's participation in political processes?
- iv. Were the intended results achieved? What were the reasons for the achievement of non achievement of results?
- v. In which areas have UNIFEM/UNDP developed a comparative advantage with regard to programming around women and politics in the Africa region?
- vi. What are the factors that facilitated/inhibited progress towards results? In particular:
  - a. Partnership choices and strategies;
  - b. Programme strategies/approaches, e.g., capacity development, legal reform, voter mobilizations etc
- vii. Beyond stated programme outcomes, is there demonstrable evidence of the value added, or potential value addition to ensuring greater attention to women's participation in politics and the achievement of the MDG goal 3 as a result of UNIFEM/UNDP's interventions?

### *Efficiency*

- i. What measures have been taken during the implementation period to ensure UNIFEM/UNDP resources are used efficiently?
- ii. How did the UNIFEM/UNDP's organizational structures, managerial support and coordination mechanisms support the efficiency of the implemented initiatives?
- iii. Is the managerial and staff structure in place cost-effective? Is it adequate for the current context and demand?
- iv. How well the outputs were achieved and to what extent were the inputs and outputs distributed between different groups of women? Were potentials of disadvantaged women fully utilized?
- v. What is the role and contribution of other UN agencies and of inter-agency collaboration in the area of women's participation in electoral processes in the sub-region/ country? How does UNIFEM/UNDP's work relate to the work of other UN agencies to promote women's political participation?

### *Relevance – alignment and response to context*

- i. How relevant were the programmes in each country situation – in terms of:
  - a. Alignment with priorities and needs of the region and the countries?
  - b. How flexibly did the programme respond to the differences in national capacity and changes in country situations?

- c. How well did the programmes respond to the changes in the United Nations operating environment following the various United Nations reform initiative (e.g., joint programming, One UN pilot,)?
- ii. Did the programme objectives address the identified rights and needs of the target groups?
- iii. Was the programme design articulated in a coherent manner? Were programme results realistic for the available context and implementation time? Were clear indicators for measuring results outlined and monitored during implementation?

*Sustainability – Partnership, collaboration and capacities installed*

- i. Are UNIFEM/UNDP’s programmes on women’s participation leading to sustainable institutional changes and enhanced capacities?
- ii. What are some of the main challenges and key opportunities for working more effectively and systematically on women’s participation in electoral processes in Africa?
- iii. Were the partnership and programme strategy choices appropriate for greater sustainability of the programmes/projects? Were partnerships sought with a mix of state and non-state actors as deemed appropriate for each activity?
- iv. How better ensure that elected women will develop their career in politics; because most of the time, they perform only one term/mandate and it becomes a bit difficult to get reintegrated in community...
- v. The partnership between elected women and their constituencies/networks support

It is expected that the evaluation team will develop an *evaluation matrix* that will further refine the above questions, the areas they refer to, the criteria for evaluating them, the indicators and the means for verification.

## **7.0 EXISTING INFORMATION SOURCES**

Some of the existing sources of information will include annual and donor reports from the projects, assessments of UNIFEM/UNDP Africa’s support to Women’s Political Participation and existing evaluation reports, National Electoral Commissions, Observatory Programmes for Elections from Civil Society Organizations. Other documents that are available are the project documents/proposals and concept papers against which the projects were implemented, electoral laws. Data on current participation of women is available from online sources such as the IPU website.

## **8.0 EVALUATION APPROACH, PROCESS AND METHODS**

The final evaluation methodologies to be applied in the evaluation will be developed by the Evaluation Team and presented for approval to the Reference and Advisory Groups. The methodology should include:

- An evaluation design that builds on the above detailed objectives, scope and evaluation questions, including an evaluation matrix
- The instruments and tools to gather relevant information and data, including the variety of key informants to be interviewed; and the approaches for the analysis and interpretation of data.

- The approaches for the analysis and the interpretation of data (e.g. types of data analysis used, data collection instruments, the level of precision, sampling approaches);
- The selection process and criteria for sampling the various programmes to be evaluated;
- The list of information sources gathered, and making them available to UNIFEM;
- Expected measures that will be put in place to ensure that the evaluation process is ethical and that the participants in the evaluation – e.g. interviewees, sources – will be protected (according to the UNEG norms and standards and UNEG Ethical Guidelines, see :<http://www.unevaluation.org/ethicalguidelines>)
- A detailed work plan indicating timing of activities, responsibilities, and use of resources.

The evaluation will be conducted in 4 stages – an inception stage; a desk study; country field visits, and a final overall analysis stage to draft the final evaluation report.

- **Stage I. Inception phase** involves an initial desk review and interviews with the key stakeholders to define the scope of evaluation and refine the evaluation questions. It will result in an inception report with the development of detailed work plan, methodology for gathering and analyzing the data, and the criteria for the selection of countries. The evaluators will meet with the Reference Group, Advisory Group and donors.
- **Stage II. Desk study** covers a thorough review of all relevant documentation and completion of initial interviews with key stakeholders.
- **Stage III. Country field visits** involve field visits to countries selected, drafting of country notes, drafting of preliminary evaluation report and a stakeholder workshop to share preliminary evaluation findings and obtain inputs from stakeholders.
- **Stage IV. Overall analysis** will focus on final data analysis, including the preparation of the final evaluation report.
- **Stage VI. Development and publication of knowledge products.** (this will be contracted outside of this TOR)

## 9.0 EXPECTED PRODUCTS AND TIMELINE

These research phases will be linked to specific deliverables to be submitted by the Evaluation Team, as follows:

- An **inception report** which contains evaluation objectives and scope, description of evaluation methodology/methodological approach, data collection tools, data analysis methods, key informants/agencies, evaluation questions, performance criteria, issues to be studied, work plan and reporting requirements. It should include a clear evaluation matrix relating all these aspects.
- **Power point presentation** of preliminary findings to the key stakeholders. The comments made by key stakeholders should inform the draft report.

- **Draft evaluation report** highlighting key evaluation findings and conclusions, lessons and recommendations. The format of the evaluation report will be agreed with the evaluators.
- **Final evaluation report** which should follow the proposed structured:
  - Executive Summary (maximum five pages)
  - Programme description
  - Evaluation purpose
  - Evaluation methodology
  - Findings
  - Conclusions
  - Recommendations and Lessons learnt
  - Annexes (including interview list - without identifying names for sake of confidentiality/ anonymity, data collection instruments, key documents consulted, Terms of Reference).

Note: Include a section with specific country profiles that summarized evaluation findings, conclusions and recommendations by country.

Deliverables are to be written in English and submitted to the Evaluation Task Manager in the due date, as per the following timeframe:

Milestone/ Deliverable	Responsibility	Due Dates
<b>1- Inception phase</b>		
<b>Establishment of Reference &amp; Advisory Group</b>	Africa Section/ UNDP RBA	15 October 2010
<b>Consultation and finalization of TOR</b>	Africa Section/ UNDP RBA	12 October 2010
<b>Recruitment and induction of evaluation team</b>	Africa Section/UNDP RBA	15 December 2010
<b>Production of inception report (including a workplan for the evaluation) and selection of countries for field visits</b>	Evaluation Team	15 January 2011 (10 days)
<b>Review of inception report</b>	Reference group/ Advisory group	30 January 2011
<b>2- Desk study</b>		
<b>Desk review, initial interviews</b>	Evaluation Team	10 February 2011 2010 (15 days)
<b>3- Country field visits</b>		
<b>Conduct country site visits, drafting of country notes and draft evaluation report, stakeholder workshop</b>	Evaluation Team	5 March 2011 (20 days)
<b>Review and sharing of country notes &amp; of draft evaluation report by key stakeholders</b>	Africa Section/ UNDP RBA	20 March 2011
<b>4- Overall analysis</b>		
<b>Final data analysis and preparation of the final evaluation report</b>	Evaluation Team	10 April 2011 (20 days)

<b>5. Utilization of Evaluation Results</b>		
<b>Review of final evaluation report, development of strategy for dissemination and utilization of evaluation results</b>	Africa Section/ UNDP RBA	30 April 2011

## 10.0 EVALUATION TEAM COMPOSITION, SKILLS AND EXPERIENCE

The evaluation will be conducted by a team composed of at least four experts: an international consultant as Evaluation Team Leader, and consultants as team members.

*Evaluation Team Leader – International Consultant:* The Evaluation Team Leader will be responsible for coordinating the evaluation as a whole, the evaluation team, the work plan and the presentation of the different evaluation products.

- i. At least a master's degree, PhD preferred, in any social science.
- ii. Ten years of working experience in evaluation, and at least five in evaluation of development programmes.
- iii. Experience in evaluation of large programmes involving multi-countries.
- iv. Experience in management of thematic evaluations, particularly in the area of gender and governance.
- v. Proven experience as evaluation team leader with ability to lead and work with other evaluation experts.
- vi. Ten years of experience and background in gender equality and/or human rights and familiarity with women's participation in politics and governance issues.
- vii. Experience in working with multi-stakeholders essential: governments, civil society organizations (CSOs), and the United Nations/ multilateral/bilateral institutions.
- viii. Experience in participatory approach is an asset. Facilitation skills and ability to manage diversity of views in different cultural contexts.
- ix. Experience in capacity development essential.
- x. Familiarity with the political scenario in Africa and any of the specific countries covered by the programme an asset.
- xi. Ability to produce well written reports demonstrating analytical ability and communication skills.
- xii. Ability to work with the organization commissioning the evaluation and with other evaluation stakeholders to ensure that a high quality product is delivered on a timely basis.
- xiii. Fluency in French will be an added advantage.

### *Evaluation Team Members*

- i. At least a master's degree related to any of the social sciences.
- ii. At least five years experience in evaluation.
- iii. Familiarity with the African political context is essential.
- iv. Good understanding of gender equality and human rights. At least seven years experience in this field.
- v. Good analytical ability and drafting skills.

- vi. Ability to work with a team.
- vii. Fluent in English. Working knowledge of an additional language used in one of the countries essential, in two or more countries an asset.
- viii. At least 1 one member of the team must be fluent in French.
- ix. Experience with the UN will be an asset.

## 11.0 MANAGEMENT OF THE EVALUATION

The following outlines the roles and responsibilities for ensuring stakeholder engagement. The Programme Specialist Planning, Monitoring and reporting at the Africa Section will be the **Task Manager** for this evaluation. The Evaluation Task Manager will be responsible for managing the evaluation process as a whole, and following up with the Evaluation Team to ensure deliverables and the timely application of the work-plan. The evaluation manager is responsible for managing risks that may occur during the evaluation process. Examples are risks related to the evaluation team, data availability, utilization of evaluation results etc. The Evaluation Manager will be working in close collaboration and will be reporting to the Reference Group.

An evaluation **Reference Group** will be established consisting of UNIFEM staff in the Africa Section/ UNDP RBA, SROs and COs, and Evaluation Unit. This reference group will be chaired by the Chief, Africa Section. The Reference Group has decision making responsibility during the different stages of the evaluation and is the ultimate owner and user of the evaluation. Key responsibilities are: determine the key objectives and scope of the evaluation (input to TOR); review deliverables such as inception report, draft and final report; decide who in Africa will use the evaluation findings and how; respond to the evaluation by preparing a management response and use the findings as appropriate; safeguard the independence of the evaluation; and allocate adequate funding and human resources for the evaluation.

To ensure that this thematic evaluation benefits from latest knowledge on various aspects related to women's participation in electoral processes, an **Advisory Group** will act as a consultative body during the evaluation process. It shall be composed of thematic experts to provide technical and content advice during the evaluation on key aspects related to women in decision making. The Advisory Group will be consulted by the Evaluation Team during the inception phase to exchange expectations, concerns, and interests; and will be asked to give feedback on key objectives and scope of the evaluation, the inception report, draft and the final evaluation report. The Advisory Group may comprise representatives from UNIFEM GPS Section, UNDP, NGOs, academic and research institutions and other institutions working on women in decision making such as IDEA.

An **Evaluation Team** will be contracted by the Africa Section and will report through its Team Leader to the Reference Group, while maintaining ongoing communication exchange with the Evaluation Task Manager.

**UNIFEM / UNDP staff** at subregional and country offices will be providing administrative and logistical support to the evaluation process such as arrangement of meetings with stakeholders, travel arrangements etc.

In addition, the other UN agencies working on the same issue will be consulted in the course of the evaluation where they will share their expectations on the evaluation. At the country level main donors who support programmes on women's participation in electoral processes will also be consulted and will also receive the evaluation report.

The UNIFEM Africa Section / UNDP RBA may participate in the country missions in collaboration with the evaluation team.

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## ANNEX I. ETHICAL CODE OF CONDUCT FOR THE EVALUATION

It is expected that the evaluators will respect the ethical code of conduct of the United Nations Evaluation Group (UNEG). These are:

- i. **Independence:** Evaluators shall ensure that independence of judgment is maintained and that evaluation findings and recommendations are independently presented.
- ii. **Impartiality:** Evaluators shall operate in an impartial and unbiased manner and give a balanced presentation of strengths and weaknesses of the policy, programme, project or organizational unit being evaluated.
- iii. **Conflict of Interest:** Evaluators are required to disclose in writing any past experience that may give rise to a potential conflict of interest, and to deal honestly in resolving any conflict of interest that may arise.
- iv. **Honesty and Integrity:** Evaluators shall show honesty and integrity in their own behaviour, negotiating honestly the evaluation costs, tasks, limitations, and scope of results likely to be obtained, while accurately presenting their procedures, data and findings and highlighting any limitations or uncertainties of interpretation within the evaluation.
- v. **Competence:** Evaluators shall accurately represent their level of skills and knowledge and work only within the limits of their professional training and abilities in evaluation, declining assignments that they do not have the skills and experience to complete successfully.
- vi. **Accountability:** Evaluators are accountable for the completion of the agreed evaluation deliverables within the timeframe and budget agreed, while operating in a cost effective manner.
- vii. **Obligations to Participants:** Evaluators shall respect and protect the rights and welfare of human subjects and communities, in accordance with the United Nations Universal Declaration of Human Rights and other human rights conventions. Evaluators shall respect differences in culture, local customs, religious beliefs and practices, personal interaction, gender roles, disability, age and ethnicity, while using evaluation instruments appropriate to the cultural setting. Evaluators shall ensure prospective participants are treated as autonomous agents, free to choose whether to participate in the evaluation, while ensuring that the relatively powerless are represented.
- viii. **Confidentiality:** Evaluators shall respect people's right to provide information in confidence and make participants aware of the scope and limits of confidentiality, while ensuring that sensitive information cannot be traced to its source.
- ix. **Avoidance of Harm:** Evaluators shall act to minimize risks and harms to, and burdens on, those participating in the evaluation, without compromising the integrity of the evaluation findings.
- x. **Accuracy, Completeness and Reliability:** Evaluators have an obligation to ensure that evaluation reports and presentations are accurate, complete and reliable. Evaluators shall explicitly justify judgments, findings and conclusions and show their underlying rationale, so that stakeholders are in a position to assess them.
- xi. **Transparency:** Evaluators shall clearly communicate to stakeholders the purpose of the evaluation, the criteria applied and the intended use of findings.

Evaluators shall ensure that stakeholders have a say in shaping the evaluation and shall ensure that all documentation is readily available to and understood by stakeholders.

- xii. Omissions and wrongdoing: Where evaluators find evidence of wrongdoing or unethical conduct, they are obliged to report it to the proper oversight authority.



## Annex V

### PRICE SCHEDULE

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

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

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

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

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

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

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