REQUEST FOR PROPOSAL (RFP)

UNDP BIH; Zmaja od Bosne bb; 71000 Sarajevo
DATE: June 20, 2017
REFERENCE: BIH/RFP/024/17

Dear Sir / Madam:

We kindly request you to submit your Proposal for **MID-TERM PROJECT EVALUATION**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Monday, July 10, 2017 and via courier mail to the address below:

United Nations Development Programme
Zmaja od Bosne bb
GS UNIT
Fax: +387 33 552 330; e-mail registry.ba@undp.org

Your Proposal must be expressed in the BHS or English language, and valid for a minimum period of two months.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) 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.
Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

UNDOP BIH
6/20/2017
<table>
<thead>
<tr>
<th>Description of Requirements</th>
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<tr>
<td><strong>Context of the Requirement</strong></td>
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<tr>
<td><strong>Brief Description of the Required Services</strong></td>
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<td><strong>List and Description of Expected Outputs to be Delivered</strong></td>
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<td><strong>Person to Supervise the Work/Performance of the Service Provider</strong></td>
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<td><strong>Frequency of Reporting</strong></td>
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<td><strong>Progress Reporting Requirements</strong></td>
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<td><strong>Expected duration of work</strong></td>
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<td><strong>Target start date</strong></td>
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<td><strong>Latest completion date</strong></td>
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<td><strong>Implementation Schedule indicating breakdown and timing of activities/sub-activities</strong></td>
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<tr>
<td><strong>Names and curriculum vitae of individuals who will be involved in completing the services</strong></td>
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<td><strong>Currency of Proposal</strong></td>
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<td><strong>Value Added Tax on Price Proposal</strong></td>
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<tr>
<td><strong>Validity Period of Proposals (Counting for the last day of submission of quotes)</strong></td>
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<tr>
<td><strong>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</strong></td>
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<tr>
<td><strong>Partial Quotes</strong></td>
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<td><strong>Payment Terms</strong></td>
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<td><strong>Evaluation – inception and research phases</strong></td>
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<td><strong>Evaluation – reporting</strong></td>
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<td><strong>Use of evaluation findings</strong></td>
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<td><strong>Person(s) to review/inspect/approve outputs/completed</strong></td>
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<tr>
<td><strong>Type of Contract to be Signed</strong></td>
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| **Criteria for Contract Award** | **Highest Combined Score** (based on the 70% technical offer and 30% price weight)  
  **Full acceptance of the UNDP Contract General Terms and Conditions (GTC).**  
  This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal. |
| **Criteria for the Assessment of Proposal** | **Evaluation stage 1** - evaluation against eligibility criteria, where evaluation is either “yes” or “no”.  
  **Evaluation stage 2** – technical evaluation  
  **Technical Proposal (70%)**  
  – Expertise of the Firm 30%  
  – Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%  
  – Management Structure and Qualification of Key Personnel 40%  
  **Evaluation stage 3** – opening of financial offers  
  **Financial Proposal (30%)**  
  To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP. |
| UNDP will award the contract to: | ☒ One and only one Service Provider |
| **Annexes to this RFP** | ☒ Form for Submission of Proposal (Annex 2)  
  ☒ General Terms and Conditions / Special Conditions (Annex 3)  
  ☒ Detailed TOR (Annex 4)  
  ☒ Eligibility criteria and scoring (Annex 5) |
| **Contact Person for Inquiries (Written inquiries only)** | GS UNIT registry.ba@undp.org  
  Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| **Other Information [pls. specify]** | |
FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL
(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery)

[insert: Location].
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. **Qualifications of the Service Provider**

   The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

   a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
   b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
   c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;
   d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
   e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
   f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. **Proposed Methodology for the Completion of Services**

   The Service Provider must describe how it will address/deliver the demands of the RFP: providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. **Qualifications of Key Personnel**

   If required by the RFP, the Service Provider must provide:

   a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
   b) CVs demonstrating qualifications must be submitted if required by the RFP; and
   c) Written confirmation from each personnel that they are available for the entire duration of the contract.
D. Cost Breakdown per Deliverable*

<table>
<thead>
<tr>
<th>Deliverables [list them as referred to in the RFP]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
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<tbody>
<tr>
<td>1 Deliverable 1</td>
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<td>2 Deliverable 2</td>
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<td>3 ....</td>
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<td>Total 100%</td>
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</tbody>
</table>

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate</th>
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<tbody>
<tr>
<td>I. Personnel Services</td>
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<tr>
<td>1. Services from Home Office</td>
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<tr>
<td>a. Expertise 1</td>
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<td>b. Expertise 2</td>
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<td>2. Services from Field Offices</td>
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<td>a. Expertise 1</td>
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<td>b. Expertise 2</td>
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<td>3. Services from Overseas</td>
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<tr>
<td>a. Expertise 1</td>
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<tr>
<td>b. Expertise 2</td>
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<tr>
<td>II. Out of Pocket Expenses</td>
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<tr>
<td>1. Travel Costs</td>
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<tr>
<td>2. Daily Allowance</td>
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<tr>
<td>3. Communications</td>
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<td>4. Reproduction</td>
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<tr>
<td>5. Equipment Lease</td>
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<td>6. Others</td>
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<tr>
<td>III. Other Related Costs</td>
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[Name and Signature of the Service Provider’s Authorized Person]
[Designation]
[Date]
General Terms and Conditions 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 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 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.
BACKGROUND

UNDP BIH, with the support of the Swedish International Cooperation Development Agency (SIDA), Environmental Fund of the Federation of Bosnia and Herzegovina, Environmental Protection and Energy Efficiency Fund of RS and Ministry of Foreign Trade and Economic Relations of BiH, has been implementing the Green Economic Development Project (GED) since 2014. These terms of reference provide the overall framework for conducting an evaluation of this Project, as the part of Project financed by Sweden comes to a close in December 2017. The purpose of the Mid-term Project evaluation is to assess progress made against planned objectives, identify lessons learned, and make strategic recommendations for future decision-making in the area of energy efficiency in public sector buildings, both for UNDP, SIDA and local stakeholders. The evaluation should be conducted by a professional service provider over a period of 45 days from July to September 2017.

Project Description and background

From an energy consumption perspective, Bosnia and Herzegovina is characterized as a country with very high inefficiency within the residential, non-residential/public, industry and service sector. At the same time however, Bosnia and Herzegovina has one of the most significant energy conservation potentials in the region and could base its further mid-term economic development and generation of new employment on energy efficiency improvement measures in the residential and public sector. Currently, BiH consumes about 20% of its GDP on energy, which is three times higher than in the U.S. and EU countries. According to the Report “Regular Review of Energy Efficiency Strategies in BiH” prepared under the obligations of the Energy Charter Treaty, gross total primary energy consumed per unit of GDP is 0.938 toe / USD 2000, which is 2.5 times the average of 27 EU countries and higher than almost any other country in the SEE region. Moreover, the average energy consumption of a public building in Bosnia and Herzegovina is three times higher than the EU average, categorizing them as completely energy inefficient buildings (in accordance to EU Eco-Management and Audit Scheme – EMAS). In order to meet this energy intensive consumption demand, a significant amount of budget funds must be allocated for energy expenditures of public buildings (educational, health, cultural, municipal and entity/state institutions etc.) representing a major proportion of the already inadequate public budget.

Therefore, in 2013 UNDP signed agreement with the Environmental Fund of the Federation of Bosnia and Herzegovina (FBiH) on implementation of five year (2014-2018) Green Economic Development (GED) Programme. Afterwards the Ministry of Foreign Trade and Economic Relations of BiH and Environmental Protection and Energy Efficiency Fund of Republika Srpska joined the Programm as partners. The donor of the GED Project is the Government of Sweden.

The GED Project aims to institutionalize the energy management activities within the public sector buildings in Bosnia and Herzegovina. Those activities are in line with EU directives (Energy Efficiency Directive, EPBD directive), and the Energy Community Treaty. At the beginning of the Project, local authorities and relevant ministries lacked human and financial resources to cover these actions. Therefore, focus was made towards cantonal and entity governments, as a first step towards institutionalization of energy management and Energy Efficiency Action Plans in the public sector.
The main Project goal is to create favorable conditions for investments into energy efficiency measures while contributing to market development and economic progress of Bosnia and Herzegovina.

The GED Project has five components:

- **Strengthen institutional capacities** - capacity building and technical assistance to the Environmental Funds along with the establishment of the Association of Thermal Power Engineers.
- **Institutionalization of the energy management** - introduce the EMIS system in public buildings, educate end users, monitor the achieved savings, and create a legal obligation on the monitoring of consumption in public buildings.
- **Establish a legislative framework** - creation of bylaws and financial mechanisms with the Environmental Protection Funds to create a sustainable system of financing of projects in the field of energy efficiency.
- **Implement infrastructural measures** - contribute to energy savings, employment of local workforce, increase comfort in public buildings, create savings in the budgets, and reinvest saved funds.
- **Raise public awareness about energy efficiency** - educate citizens and youth about energy efficiency measures and energy saving tips.

Out of five GED Project Components (PC) SWEDEN is effectively contributing and creates add-value on Capacity building (PC 1), Infrastructure EE measures (PC 4) and Public awareness (PC 5) components.

The outcomes of the project are reflected in financial savings of budgetary beneficiaries, generation of „green jobs“ and reinvestments of the accumulated savings.

**Overall Objective of the Assignment**

The Mid-Term Evaluation (MTE) should provide an impartial view of the Green Economic Development (GED) Project’s approach, strategy and performance for the past three years. It will assess the Project’s operational aspects, such as Project management and quality of implementation, as well as the extent to which the Project objectives or targets are being fulfilled. By looking at corrective actions needed for the Project to achieve impact, the MTE is to provide guidance for UNDP Project management and stakeholders on how to consolidate the Project delivery for the remaining Project duration, including its sustainability and scaling up perspectives. For this purpose, a Service Provider will be contracted.

The evaluation is to be designed, conducted and reported to meet the needs of the intended users and tenderers shall elaborate on how this will be ensured during the evaluation process. Other stakeholders that should be kept informed about the evaluation include:

- Environmental Fund of the Federation of Bosnia and Herzegovina
- Environmental Protection and Energy Efficiency Fund of RS
- Ministry of Foreign Trade and Economic Relations of BiH
- Swedish International Cooperation Development Agency (SIDA),

Specifically, the MTE is intended to assess Project relevance, effectiveness, efficiency, impact and sustainability, as well as to identify lessons learned from implementation to date in order to provide an
objective assessment for the Project implementer and the Project Board. To this end, the evaluation is expected to:

- Enhance the likelihood of achievement of Project objectives by analyzing strengths and weaknesses and suggesting measures for improvement;
- Strengthen the adaptive management and monitoring function of the Project;
- Enable informed decision-making;
- Enhance organizational and development learning;
- Set the foundations for the Project’s sustainability or scaling-up;
- Suggest and provide insights into possible follow up activities.

SCOPE OF WORK
A fair knowledge and understanding of the Project's context and operating environment will be required. In keeping with SIDA and UNDP priorities, a human-rights based approach and gender should be taken into consideration across all evaluation criteria as well as multidimensional poverty aspect. The evaluation will assess a number of elements to determine the Project’s achievements and constraints, performance, results, impact, relevance and sustainability.

Main evaluation criteria of the Mid-Term Project Evaluation
The Mid-Term Project Evaluation will answer the following questions:

Relevance
- To what extent are the Project’s objectives and outputs still relevant to the needs of the country and beneficiaries? Was the design of the Project appropriate for reaching its results and outcomes?
- What changes could be made to make this intervention more relevant? Were the unique needs of girls and boys taken into consideration / to what extent was gender equality respected and mainstreamed within the project implementation?
- Has the project’s ToC inscribed a clear pathway of how the project contributes to outcome level change as specified in the programme/CPD, backed by credible evidence of what works effectively in this context?
- Has the project pro-actively taken advantage of new opportunities, adapting its theory of change to respond to changes in the development context, including changing national priorities?

Effectiveness (results)
- Which are the Project highlight achievements so far? To what extent has the Project achieved its intended results, as envisioned by the Annual Work plan as well as Results and Resource Framework? How well project achievements contribute to the achievement of programme’s objectives?
- To which extent have the Project’s actions contributed to intended outcomes of the requisite quality and are they effective and efficient? If so, why? If not, why not? Can the costs for the project be justified by its results?
- What are the gaps left to achieve the set targets and is the current performance pace sufficient to do so? What are the underlying causes of eventual underperformance / delays and the key drivers of success?
• How effective is the Project's interaction with other interventions in BiH (by other actors in the field of energy efficiency and energy management), to trigger synergies with the purpose of maximizing development results?
• What good practices or successful experiences or transferable examples have been identified?
• What is the quality of interventions and results achieved on local/municipality/Cantonal/Entity/BiH level?
• Have any changes in the overall context in BiH (political situation, emergency/floods) affected Project implementation and overall results

Efficiency (processes):

• To what extent has support to governments and institutions as implementing partners been an efficient implementation modality?
• To what extent have the target group and participants taken an active role in implementing the Project? What modes of participation have taken place?
• How efficient are institutions in supporting the implementation?
• To what extent were activities implemented as scheduled and with the planned financial resources?
• Are there any duplication of efforts in terms of other initiatives within local and international community?

Sustainability

• Is it likely that the benefits of the project are sustainable? To what extent has the Project approach (intervention strategy) managed to create ownership and meaningful participation of the key stakeholders in Project implementation? What are, in this regard, challenges to be overcome or potentials to be unlocked?
• To what extent are key stakeholders/final beneficiaries satisfied with the Project implementation so far, specifically in terms of the partnership support and what are specific expectations for the remaining duration of the Project? Which are the main benefits - in qualitative and quantitative terms – for final Project beneficiaries?
• At this stage of Project implementation, what could be possible after-Project priority interventions and general recommendations, which could further ensure sustainability and scaling up of Project’s achievements?

Programme Impact:

• What is the overall impact of the project in terms of direct or indirect, negative and positive results? Which target groups and institutions benefit from the Project?
• What are the positive or negative, intended or unintended, changes brought about by the Project interventions so far? This may, inter alia, include an overview of the number of beneficiaries benefiting from improved service delivery or number of new jobs created/retained etc. What are the key lessons to be drawn at this point of the Project implementation? What are the main recommendations for the remaining duration of the Project?
• How have cross-cutting issues, such as gender, disability, and reaching the most vulnerable children, been effectively taken up?
• How have energy efficiency standards been advanced through the Project activities?
• Were there positive spill-over effects in terms of providing basis for new initiatives and projects?

**Partnerships and cooperation:**
• How effective is the Project’s interaction with other interventions in BiH (by other actors in the field of energy efficiency and energy management), to trigger synergies maximizing development results?
• Were efficient and mutually satisfactory cooperation arrangements established between UNDP and other partners? Other agencies? Governmental institutions?
• Were partners’ inputs of quality and provided in a timely manner? Have partners fully and effectively discharged their responsibilities?
• Have any new partners emerged that were not initially identified?

**The evaluation shall further assess:**
• If the programme has had any positive or negative effects on gender equality? Could gender mainstreaming have been improved in planning, implementation or follow up?
• If the programme has been implemented in accordance with a human rights perspective: i.e. Have target groups been participating in project planning, implementations and follow up? Has anyone been discriminated by the project through its implementation? Has the project been implemented in a transparent fashion? Are there accountability mechanisms in the project?
• To what extent is poverty, in its different dimensions, addressed in the design, implementation and follow up of the intervention? What/which dimensions are addressed? How could the intervention be strengthened so that poverty reduction is more explicitly addressed?
• Have communication and outreach of the Project been satisfactory?

**Proposal for next phase project**
• How the proposed programme document for the next phase embeds findings from the current phase? Any suggestions and recommendations?

**Evaluation questions are expected to be developed further in proposal and further developed during the inception phase of the evaluation.**

c) **Methodology**

The proposed methodology consists of a preliminary desk review, key informant interviews followed by field visits and the report write up. Focus groups will serve the purpose of collecting the feedback of end beneficiaries.

The Service provider will elaborate on suggested methodology, and give additional proposals how the final methodology should incorporate all necessary elements.
The Service provider is required to review the GED Project Document, the inception report (if applicable), progress and annual reports, key Project deliverables, monitoring tools, national and strategic documents and other relevant documents that the team considers relevant for this evidence-based review. The briefing kit will be prepared by the GED Project.

The Service provider is expected to meet UNDP Country Office management for an initial briefing and the debriefing at the end of the assignment. They are expected to interview the GED project team, partners as well as other stakeholders as needed. To assess project approach and modalities, they will meet representatives of the Environmental Fund of the Federation of Bosnia and Herzegovina, Environmental Protection and Energy Efficiency Fund of RS, Ministry of Foreign Trade and Economic Relations of BiH, international agencies/institutions and representatives of the Swedish International Cooperation Development Agency (SIDA),

The service provider will meet with representatives of other agencies active in the field of EE to assess their cooperation with GED Project, if needed.

Additionally, to assess Project performance, approach and modalities the Service provider is expected to conduct at least 4 field missions, where the Service provider will meet project beneficiaries, so as to obtain critical feedback and information on the Project activities and results at the local level and assess the Project performance and its approach and modalities. During these meetings, it would be important to record and accumulate inputs necessary not only for the Project MTE, but for potential follow-up intervention in the relevant field. Once collected, this data will be analyzed in a systematic process that involves organizing, summarizing, tabulating and comparing the results with other appropriate information to extract useful information that responds to the evaluation questions and fulfils the purpose of evaluation. This will involve deciphering facts from a body of collected evidence, by systematically coding and collating the data collected, ensuring its accuracy, conducting statistical analysis and translating the data into usable formats or units of analysis related to each evaluation question.

The work plan and timetable will be prepared by the Service provider but will need to be approved by the GED Project prior to initiation of field visits. The Service provider is expected to prepare a report highlighting in particular recommendations for improving the project approach and set-up and strengthening its overall performance, as well as suggestions for follow up project based on concept note.

The expected duration of the assignment is up to 45 days, over a period of July-September 2017.

Tasks
The service is divided into 6 principle tasks, as follows:

Task 1 – Desk review
Following the initial meetings with the Project management, the Service Provider will conduct a detailed review of all relevant Project documents produced during its implementation. Documentation includes, but is not limited to: Project document; Project reports; Project Board presentation and minutes, conceptual papers and analyses/Studies; data on implementation of infrastructure Projects supported by the intervention and all other relevant documents and reports prepared by the Project staff.

During the desk review, the Service Provider will focus on evaluating the Project baseline, indicators and targets, as well as the relevance, quality and adequacy of Project approach versus its objectives and the
output. Additionally, they will also submit the proposed structure of the MTE report for review and approval.

**Task 2 – Evaluation / Mission to BiH**
Upon the approval of the work plan and the structure of the MTE report by UNDP, the Service Provider is expected to carry out the Project MTE based on the approved methodology. UNDP will provide support to the Service Provider in organization of meetings and interviews.

Once all data has been collected, the Service provider will conduct data analysis in order to give insight into the Project progress, efficiency and adequacy, as previously explained, focusing on the process and level of success of partnership building and ownership over Project products and results. Particular attention will be paid to the potential sustainability of the Project achievements beyond the lifespan of the Project.

During the mission, the Service Provider will visit all stakeholders such as IFI (International Financial Institutions), SIDA and other stakeholders.

**Task 3 – Evaluation and suggestion on follow up project based on developed Concept Note**
Evaluation of follow up project idea based on the already prepared Concept Note for the next phase, including reflections on relevance, expected key achievements and suggestions for improvement, as well as how the proposed project embeds findings from the current phase.

**Task 4 – Prepared draft Mid-Term Project Evaluation Report**
A briefing session will be organized with representatives of UNDP and SIDA, so as to present the preliminary findings and recommendations of the Mid-term Evaluation Report.

Following the briefing session, the Service Provider is expected to prepare a draft mid-term Project evaluation report, capturing findings and recommendations on both the Project approach and performance, as well as suggested follow up project. Suggestions and comments gathered during the briefing session will be taken into consideration. Also, any observations that may arise from the evaluation will be incorporated into the final report.

The draft MTE report will be submitted to the UNDP team for initial review. The minimum structure of the evaluation report (to be written in English language) is the following:
1. Executive summary;
2. Introduction;
3. Methodological approach;
4. Evaluation findings against the main evaluation criteria; including relevance, key achievements, performance, progress against set targets, efficiency, effectiveness, mainstreaming of gender equality and human rights principles and gaps/delays (if any) etc.
5. Main conclusions and recommendations;
6. Lessons learnt;
7. *Annex I – Summary of Project evaluation (template is herewith enclosed)*

**Task 5 – Submission of Mid-Term Project Evaluation Report**
Recommendations provided on the Evaluation by the Project owners embedded and the Mid-Term Evaluation Report submitted to UNDP

**Task 6 Presentation on MTE findings**
Presentation of evaluation to UNDP, donors and Project Steering Board
**KEY DELIVERABLES AND TIMELINESS**

The following deliverables are expected:

<table>
<thead>
<tr>
<th>Description</th>
<th>Responsible</th>
<th>Expected Timeline</th>
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</thead>
<tbody>
<tr>
<td><strong>Evaluation – inception and research phases</strong></td>
<td></td>
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<tr>
<td>Desk review of reference material</td>
<td>Evaluation team, UNDP team and implementing partners</td>
<td>(up to 10 days)</td>
</tr>
<tr>
<td>• UNDP team will support compilation of a list of the most important</td>
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<tr>
<td>background material, documents, and reports.</td>
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<tr>
<td>Developing work plan and methodology</td>
<td>Evaluation team, UNDP, donors</td>
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<tr>
<td>• The set of evaluation questions will be finalized, and the instruments</td>
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<tr>
<td>developed.</td>
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<tr>
<td>• Field work schedule will be developed.</td>
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<tr>
<td>• Work plan, methodology, and interview instruments/surveys should be</td>
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<tr>
<td>submitted to UNDP for approval.</td>
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<tr>
<td>Conducting research in field</td>
<td>Evaluation team</td>
<td>(Up to 14 days)</td>
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<tr>
<td>• Interviews/meetings held with stakeholders and Project beneficiaries,</td>
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<td>including at least 4 field visits to project beneficiaries conducted and</td>
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<td>qualitative, as well as quantitative information collected by the Service</td>
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<tr>
<td>Provider as main inputs for the Mid-Term Project Evaluation;</td>
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<tr>
<td>• Briefing and validation session with Project owners conducted.</td>
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<tr>
<td>Evaluation and suggestion on follow up project based on already developed</td>
<td>Evaluation team, UNDP, donors</td>
<td>(up to 3 days)</td>
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<tr>
<td>Concept Note</td>
<td></td>
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<tr>
<td><strong>Evaluation – reporting</strong></td>
<td></td>
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<tr>
<td>• Development of the 1st evaluation draft report</td>
<td>Evaluation team</td>
<td>(Up to 7 days)</td>
</tr>
<tr>
<td>• Consolidated comments by UNDP</td>
<td>UNDP team</td>
<td>(Up to 2 days)</td>
</tr>
<tr>
<td>• Development of the 2nd evaluation draft report</td>
<td>Evaluation team</td>
<td>(Up to 2 days)</td>
</tr>
<tr>
<td>• Consolidated comments by UNDP and donors</td>
<td>UNDP team, donors</td>
<td>(Up to 2 days)</td>
</tr>
<tr>
<td>• Submission of the Final Evaluation Report</td>
<td>Evaluation team</td>
<td>(Up to 2 days)</td>
</tr>
<tr>
<td>• Development of:</td>
<td>Evaluation team</td>
<td>(Up to 2 days)</td>
</tr>
<tr>
<td>(a) an Evaluation Summary with findings and recommendations from the</td>
<td></td>
<td></td>
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<tr>
<td>main report</td>
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<td></td>
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<tr>
<td>(b) a Power Point Presentation of the evaluation report</td>
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<td></td>
</tr>
<tr>
<td><strong>Use of evaluation findings</strong></td>
<td>Evaluation team</td>
<td>(Up to 1 days)</td>
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<tr>
<td>Presentation</td>
<td></td>
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<tr>
<td>• Presentation of key findings of the evaluation to UNDP, donors and</td>
<td>Evaluation team</td>
<td>(Up to 1 days)</td>
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<tr>
<td>Project Steering Board</td>
<td></td>
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</tbody>
</table>
**Qualifications of the Successful Service Provider at Various Levels**

- Professional agencies/companies/organization registered for services in subject are eligible to apply.
- Applying companies must have at least 5 years of experience in the field of revision and/or project evaluation.
- Knowledge of the gathering data process, organization and conducting the research in different industries,
- Proven record of conducted minimum three (3) revisions of international donor funded projects of value not less than 3 million USD per project
- Proven experience in work in South Eastern Europe countries
- Reference list of the most recently implemented relevant projects needs to be submitted alongside the offer, including the contact details and statement/confirmation of organizations/clients on the success of similar projects in the environmental sector of no less than 3 references in the past 5 years.
- Proven record of delivery of services demonstrating excellent data collection, writing skills and overall knowledge of advocacy techniques and methods is required.
- Curriculum Vitae of the all required employees need to be submitted alongside the offer.

Minimum number and profile of employees required (team of two evaluators out of whom one must be a full-time employee). Additional employees contributing to the study would be an asset;

**a) Evaluation Leader**

- University degree (at minimum, a Master’s degree or equivalent) in economics, finance, energy and/or buildings science, or a related discipline (certificates in evaluation studies is an asset)
- Extensive experience in designing and conducting evaluations and surveys, quantitative and qualitative analysis and data analysis (minimum of 6 years);
- Excellent knowledge of monitoring and evaluation methodologies; sound judgment and ability to objectively evaluate programmes in terms of processes, as well as results achieved (evidenced trough previously conducted evaluations and references);
- Experience in conducting evaluations related to energy efficiency and green economy in the Western Balkan region and Countries with transitional economy (preferably in Bosnia)
- Knowledge of financial mechanisms for EE investments, and the EU acquis within this area.
- Sound knowledge of results-based management systems, human rights and gender-sensitive monitoring and evaluation methodologies;
- Knowledge and experience in the area of environment, climate change and EE is considered an asset;
- General understanding and knowledge of the political and administrative context in BiH is necessary;
- Proven analytical skills and ability to conceptualize and write concisely and clearly;
- Proven communication skills and ability to interact with multiple actors including government representatives, donors and other stakeholders.
- Very good written and spoken English
b) Second Evaluation member

- University degree (at minimum, a Master’s degree or equivalent) in economics, finance, energy and/or buildings science, or a related discipline (certificates in evaluation studies is an asset)
- Minimum three years of expertise in the area of conducting evaluations and surveys, quantitative and qualitative analysis and data analysis;
- Demonstrated ability to prepare interview/focus groups protocols and other evaluation instruments;
- Very good written and spoken English
- Local language knowledge would be considered as an asset
- Excellent analytical and report writing skills
- Experience in conducting evaluations related to energy efficiency and green development in the Western Balkan region and Countries with transitional economy (preferably in Bosnia)
- Knowledge and experience in the area of environment, climate change and EE is considered an asset;

Following characteristics are considered as an asset for each expert:
- Practical experience in similar projects in the Western Balkan region is preferred.
- Demonstrated leadership ability and technical ability to communicate complex ideas verbally and in writing.
- Prior UNDP experience and knowledge of UNDP and procedures and guidelines is an advantage.
- Have effective interpersonal skills and ability to work in complex, multi-stakeholder projects.
- It is important that the competencies of the individual team members are complimentary. It is highly recommended that local language speaking consultants are included in the team, in case Lead Evaluation member is international.

Criteria for Selecting the Best Offer

Combined Scoring method will serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria.

Evaluation stage 1 - eligibility evaluation stage against the eligibility criteria

Proposals that fail eligibility criteria above are immediately eliminated.

Evaluation stage 2 – technical evaluation of the proposal

The technical components will be evaluated according to the Technical Evaluation Criteria defined below. Only those Proposers who attain 70% of the obtainable score of the 1000 points in the evaluation of the technical proposal will pass to the third evaluation stage and will have their Price Component envelope opened, in order to obtain their final evaluation score (based on the combined scoring method described below).
### Summary of Technical Proposal Evaluation Forms

<table>
<thead>
<tr>
<th>Expertise of Firm / Organization</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm / Organization</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>2. Proposed Methodology, Approach and Implementation Plan</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td>3. Management Structure and Key Personnel</td>
<td>40%</td>
<td>400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1000</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Technical Proposal Evaluation Form 1

<table>
<thead>
<tr>
<th>Points Obtainable</th>
<th>Expertise of the Firm/Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Reputation of Organization and Staff / Credibility / Reliability / Industry Standing</td>
</tr>
<tr>
<td>1.5</td>
<td>Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes</td>
</tr>
</tbody>
</table>

### Technical Proposal Evaluation Form 2

<table>
<thead>
<tr>
<th>Points Obtainable</th>
<th>Proposed Methodology, Approach and Implementation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>To what degree does the Proposer understand the task?</td>
</tr>
<tr>
<td>2.2</td>
<td>Have the important aspects of the task been addressed in sufficient detail?</td>
</tr>
<tr>
<td>2.3</td>
<td>Is the proposal based on an analysis of the current environment, climate change and EE circumstances in BiH structure and relevant stakeholders, and was this data input properly used in the preparation of the proposed methodology?</td>
</tr>
<tr>
<td>2.4</td>
<td>Is the scope of task well defined and does it correspond to the TOR? Does the proposed plan promise efficient and realistic achievement of results?</td>
</tr>
<tr>
<td>2.5</td>
<td>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</td>
</tr>
</tbody>
</table>

### Technical Proposal Evaluation Form 3

<table>
<thead>
<tr>
<th>Points Obtainable</th>
<th>Management Structure and Key Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Evaluation Team Leader</td>
</tr>
<tr>
<td></td>
<td>General Qualification</td>
</tr>
<tr>
<td></td>
<td>Suitability for the Project</td>
</tr>
<tr>
<td></td>
<td>- Professional Experience in the area of specialization</td>
</tr>
<tr>
<td></td>
<td>- Academic background</td>
</tr>
<tr>
<td></td>
<td>- Language Qualifications - English</td>
</tr>
</tbody>
</table>
Evaluation stage 3 – Combined scoring

Rating the Technical Proposal (TP):

\[ TP \, Rating = \left( \frac{\text{Total Score Obtained by the Offer}}{\text{Max. Obtainable Score for TP}} \right) \times 100 \]

Rating the Financial Proposal (FP):

\[ FP \, Rating = \left( \frac{\text{Lowest Priced Offer}}{\text{Price of the Offer Being Reviewed}} \right) \times 100 \]

Total Combined Score:

\[
\frac{\text{TP Rating}}{70\%} \times \text{Weight of TP} + \frac{\text{FP Rating}}{30\%} \times \text{Weight of FP}
\]

Total Combined and Final Rating of the Proposal

<table>
<thead>
<tr>
<th>Sub-Score</th>
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<tr>
<td>General Qualification</td>
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<tr>
<td>Total Part 3</td>
<td>400</td>
</tr>
</tbody>
</table>

- Professional Experience in the area of specialization | 90 |
- Academic background | 40 |
- Language Qualifications - English | 10 |
- Language Qualifications - English | 50 |