## Description: undplogo2

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

**Country: Jordan**

**Description of the assignment:**

The Consultant is required to conduct a Mid-Term Review (MTR) to assess the relevance, efficiency, effectiveness, and sustainability of the DAILL project in its first two years of implementation (2020-2022), with a view to enhancing the project design for the remaining implementation period, while also providing strategic direction and inputs to the preparation of the Integrated Work Plan 2023 and the next phase of the local governance/development/decentralization support projects and programming in Jordan

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| **Post Title:** | National Evaluation Consultant – Decentralization, Accountability and Integrity at Local Level (DAILL) in Jordan |
| **Starting Date:** | 1st August 2022 |
| **Duration:** | 30th September 2022 |
| **Location:** | National -With frequent travel to Irbid, Balqa, Aqaba, Ajloun, Madaba and Tafileh governorates |
| **Project:**  | **“Decentralization, Accountability and Integrity at Local Level Programme (DAILL) in Jordan”** |

**Instructions to Offerors for Job - Individual consultant – National Evaluation Consultant**

To apply, kindly read the procurement notice, attach the following documents and submit through the following email: ic.jo@undp.org specifying in the subject line: **National Evaluation Consultant**

1. Technical proposal (proposed methodology describing the actions to be taken for successfully completing the assignment)
2. Financial proposal in the prescribed format

No later than July 21st July 2022

Any request for clarification must be sent by electronic communication to rabia.hasan@undp.org, MS Rabia will respond by electronic email and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all applicants

**BACKGROUND and conext**

The Decentralisation, Accountability, Integrity at Local Level in Jordan Project (DAILL) is a 54-month initiative funded by the European Union (EU); designed to support democratic governance and to improve the performance of Kingdom’s public institutions in terms of integrity and accountability, as well as, to link the decentralisation reforms with the National Strategy for Integrity and Anti-Corruption. The project was launched in June of 2020.

Policy priorities formulated by the government include a strong *emphasis on the rule of law and integrity*, and implementation of these priorities demands *accountability for results* at all levels of government. The DAILL project is in line with the principle that development cooperation needs to be citizen-centric and respond to national priorities. In this way, decision-making for the allocation of public resources will be transparent (full disclosure of budgets and public discussion) and will incorporate the demands and expectations of communities and citizens including the specific needs of women, youth and vulnerable groups (refugees, people with disabilities and the elderly). Furthermore, the plans should reflect national policies and commitments to achieve the SDGs.

The Programme builds on the results achieved through a first phase, i.e., the Decentralization and Local Development Support Programme (DLDSP) and is designed to contribute to improved public integrity and accountability in Jordan, and to better public sector performance and responsiveness to citizens’ needs. The programme will enhance Local Governance through improved accountability and effective and efficient policymaking and implementation in the six governorates of Irbid, Balqa, Aqaba, Ajloun, Madaba and Tafileh and their municipalities.

The Programme has been designed to contribute to the following:

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| **Impact** | Public integrity and accountability in Jordan are improved, contributing to better public sector performance and responsiveness to citizens’ needs. |
| **Outcome** | Local Governance is enhanced through improved accountability and effective and efficient policy making and implementation. |
| **Output 1** | Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact. |
| **Output 2** | Policymaking and planning are linked to financial planning and funding opportunities. |
| **Output 3** | Development plans are carried out to improve service delivery and development opportunities to respect the social contract. |

Transfer of knowledge and national ownership are fundamental concepts behind all three envisaged above results of the Project.

 In the framework of the current decentralisation process, the project seeks to enhance local governance through improved accountability and effective and efficient policymaking and implementation. DAILL will establish accountability mechanisms and communication lines at all institutional and administrative levels of the development processes to ensure coherence and impact. The role of the elected councils and the relationship between citizens and public administration throughout the planning/budget cycle will be enhanced. Transparency will be strengthened through participatory planning processes for citizens through gender-sensitive participatory planning processes for both, integrated territorial development plans (governorates and municipalities) and sectoral plans (health, education, social services). Policymaking and planning will be linked to financial planning and funding opportunities. With a view of strengthening the administrative and downwards accountability, development plans will be carried out to improve service delivery and development opportunities to respect the social contract.

The focus of the project seeks to empower the entities involved in local development processes, thereby ensuring that key ministries - Ministry of Interior (MOI), Ministry of Local Administration (MoLA), Ministry of Finance (MoF) through the General Budget Department (GBD) and the Cities and Villages Development Bank (CVDB) - develop the organizational and human capacities needed to direct and coordinate the decentralisation reforms and the donor support.

The Programme supports the national, governorates and municipal levels (municipalities) in the process of identifying problems in identifying the development gaps in the local development indicators and the accessibility and quality of the services provided and the drafting of their Integrated Development Plans. The design, validation and application of the planning instruments and methodologies are carried out with the active participation of the technicians and authorities of the MOI, MOLA, MOF/GBD, CVDB and Ministry of Planning and International Cooperation (MoPIC). All participatory planning activities, execution of governorates and municipal development plans and accountability at the governorate and municipal level are coordinated with the Ministry of Interior and Ministry of Local Administration.

1. **Evaluation Purpose:**

The objective of the Mid-Term Review (MTR) is to assess the relevance, efficiency, effectiveness, and sustainability of the DAILL project in its first two years of implementation (2020-2022). A particular focus should be laid on the progress made towards the achievement of the project outcome and outputs and towards changes in communication patterns and channels, inclusiveness of processes, and perceptions regarding accountability of local systems and services delivery. The evaluation should also encompass considerations of relevance, validity, project management and implementation. Based on the findings of the assessment, the MTR is to establish practical recommendations on the adjustments of activities, outputs, approaches, structureand strategies to be undertaken for the remainder of the project duration until 2024. Evaluation findings and lessons learned will be used by UNDP for the fine-tuning of the project design and implementation as well as to provide a formative lens on future programming to complement decentralization efforts by the UNDP, the Ministry of Planning and International Cooperation, the Ministry of Interior, Ministry of Local Administration, Ministry of Finance/GBD, CVDB and the EU.

1. **Evaluation Scope and Objectives:**

The evaluation will cover the first two years of implementation (2020-2022), with a view to enhancing the project design for the remaining implementation period, while also providing strategic direction and inputs to the preparation of the Integrated Work Plan 2023 and the next phase of the local governance/development/decentralization support projects and programming in Jordan. Specifically, the evaluation will assess the progress of the project towards the impact, outcome and three outputs:

* Impact: Public integrity and accountability in Jordan are improved, contributing to better public sector performance and responsiveness to citizens’ needs.
* Outcome: Local Governance is enhanced through improved accountability and effective and efficient policy making and implementation.
* Output 1: Accountability mechanisms and communication lines are implemented and clearly put in place at all institutional and administrative levels of the development processes to ensure coherence and impact.
* Output 2: Policymaking and planning are linked to financial planning and funding opportunities.
* Output 3:Development plans are carried out to improve service delivery and development opportunities to respect the social contract.

The evaluation will also measure progress on the commitment to ensure transfer of knowledge and national ownership and gender mainstreaming in local development planning and support to decentralization process. The evaluation will track the progress of project outcome and outputs in the six governorates of Irbid, Balqa, Aqaba, Ajloun, Madaba and Tafileh, with feedback from Ministries, GBD, CVDB, governorates staff and Municipal Staff.

**Evaluation criteria and key questions**

The evaluation will seek to provide answers to the following questions:

### **Context:**

* What are the main characteristics of the decentralisation reform in Jordan and how have these evolved over the evaluation period (national policies, legal and regulatory framework, priority interventions and activities, objectives, targets and key indicators, institutional and organizational set-up, role within broader development plan and political reforms engagement)?
* Has decentralization penetrated the national discourse on governance issues, and has it influenced national policies?
* What are the main characteristics of the financing and expenditure, in the governorates and municipalities during the evaluation period, with particular attention to the geographical distribution?
* What have been the main developments in the decentralisation reforms since 2015?

### **Relevance/ Coherence:**

* To what extent is DAILL relevant to the strategic considerations of the GoJ, in the political, economic and social context of Jordan? United Nations Sustainable Development Framework (UNSDF), Country Programme Document (CPD) and SDGs?
* To what extent is the DAILL implementation strategy appropriate to achieve the objectives?
* What changes in the overall context are affecting or likely to affect the project?
* To what extent are the strategy and objectives of the program still relevant, and how do they build synergies with other recent/ planned/ potential government reform processes (constitutional, electoral, public sector, etc.)?
* Are the activities and outputs of the project relevant to the attainment of outcomes and to the local capacity building needs?
* Are DAILL approaches, resources, models, conceptual framework relevant to achieve the planned outcome? Are they sufficiently sensitive to the political and development constraints of the country (political stability, post crisis situations, etc.)?

### **Effectiveness:**

* What evidence is there that DAILL has contributed towards achieving the objectives of decentralization and accountability at the local level?
* What evidence is there that DAILL is on track to achieve the intended strategic objective, and outcomes.
* Has DAILL been effective in strengthening governance systems at the local level in Jordan? Do these local results aggregate into nationally significant results?
* Is DAILL working effectively with other national and international partners to deliver on its objectives
* How effective has DAILL been in partnering with national think-tanks, independent governmental relevant institutions, national civil society organisations and the private sector to effect local governance and accountability?
* Has DAILL utilized innovative techniques and best practices in its programming and implementation?
* Has DAILL involved anti-corruption and integrity institutions in the implementation of local governance/development/decentralization?
* To what extent have the objectives of transfer of knowledge and national ownership been achieved?
* To what extent have the results at the outcome and output levels generated results for gender equality and the empowerment of women?

### **Efficiency:**

* Has DAILL’s strategy and execution been efficient and cost-effective? Have the resources (financial, human, time, etc.) of the project been efficiently used to achieve relevant outputs and outcomes (cost-effectiveness)?
* Have cost-efficiency strategies been put into place?
* Has there been an economical use of financial and human resources?
* Are the monitoring and evaluation systems that DAILL has in place helping to ensure that programmes are managed efficiently and effectively?
* Were the result indicators and their means of verification adequate?
* Are there alternative approaches that could achieve better results of the current design of the Project?
* To what extent did UNDP promote gender equality, the empowerment of women, human rights and human development in the delivery of outputs?
* How efficient are the methods incorporated in the project to ensure the transfer of knowledge and national ownership?
* Does the project have the appropriate financial controls, including reporting and planning, that allow management to make informed decisions regarding the budget and allow for timely flow of funds?
	+ How appropriate were changes to fund allocations as a result of budget revisions, if relevant?

### **Sustainability:**

* What mechanisms have been set in place by UNDP to support the government of Jordan to sustain improvements made through DAILL interventions?
* How should the UNDP’s portfolio be enhanced to support municipal and governorate authorities and local communities in the local development plans and execution and improving service delivery in a sustainable manner over the long term?
* What changes should be made in the current set of governance partnerships in order to promote long term sustainability?
* To what extent do mechanisms, procedures and policies exist to carry forward the results attained on gender equality, empowerment of women, human rights, and human development by primary stakeholders?
* What progress has been done towards sustainability in general?
* **Financial sustainability:**
	+ - Are there signs of an increased commitment from government institutions to (co-)finance project activities?
		- Are there signs of other donor countries and institutions interested in investing in relevant and related activities?
		- Which alternatives could the project consider for securing financial commitment beyond the project duration?
* **Institutional sustainability:**
	+ - What is the status of the gradual take-over of project components by national institutions?
		- Have national institutions been identified for that purpose?
		- Are there signs of ownership from stakeholders with regard to activities, processes, tools, etc.?
		- Is there evidence of potential for replication and up-scaling?
* **Technical sustainability:**
	+ - Have national institutions been scrutinized along their capacities and, if relevant, is a strategy for capacity-building in place?
		- Is there evidence that capacity and knowledge generated by the project will be used beyond the project lifecycle?
* **Social sustainability**:
	+ - To what extent do the implemented activities answer to needs of the different sub-groups of beneficiaries?
		- What processes have been put in place to ensure that beneficiaries’ needs are addressed?
		- How likely is it that such processes will continue being used in the long term?
		- What are the recommendations for ensuring the sustainability of the project and for the design of the exit phase of DAILL?

### **Other general questions:**

The DAILL project would like to explore the guiding questions below, among others. The Consultant is expected to refine these questions and develop sub-questions when relevant. The (sub-)questions are to be integrated into an evaluation framework that will also indicate, for each question, operationalized indicators, targets and baseline data when applicable, data sources and data collection instruments.

**Progress towards results:**

* Which progress has been made so far towards the achievement of the planned outputs and (short-term) outcomes of the project? Examples of potential sub-questions:
	+ What were the main factors (positive and negative, internal and external) that have affected the achievement and / or non-achievement of the outputs and outcomes?
	+ Were there any potential unintended outcomes?
	+ How did the different project outputs contribute to the observed outcomes?
	+ To what extent has the project succeeded in reaching out to different groups of beneficiaries (e.g., youth, women, urban and rural poor) and strengthening their capacities?
	+ Which best practices could be leveraged during the rest of the project?
	+ Are there any recommendations for improving the achievement of outcomes?
* Is it feasible to deliver the planned outputs within the remaining period of the project implementation (2022-24)?
* What are the key critical risks to the generation of outputs and outcomes?

**Project management and implementation:**

* How effective is the DAILL project structure? Examples of potential sub-questions:
	+ How clear are the roles, responsibilities and reporting lines?
	+ Is decision-making transparent and undertaken in a timely manner?
* Are effective processes in place for quality assurance, risk management, result-based work planning, reporting?
* Has the project developed and leveraged the necessary and appropriate partnerships? Examples of potential sub-questions:
	+ Do local and national government stakeholders have an active role in project decision-making that supports efficient and effective project implementation?
	+ What synergies and collaboration with other projects has been built so far? Are there opportunities to further develop these synergies?
* Is internal communication regular and effective? Are proper means of external communication established to convey the project progress and (intended) results to the public?
	+ Does this communication with stakeholders contribute to their awareness of project results and to their investment in the sustainability of project results?
* What M&E tools have been used? Are any different / additional tools required?
* Have the outputs been delivered within intended deadlines?

**Partnership strategy:**

* Has the partnership strategy been appropriate and effective?
* Are there current or potential complementarities or overlaps with existing national partners’ programmes?
* How have partnerships affected the progress towards achieving the outputs
* Has UNDP worked effectively with other international delivery partners to deliver on good governance initiatives?
* How effective has UNDP been in partnering with civil society (where applicable) and the private sector to promote good governance in the region?

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

**Gender Equality:**

* To what extent has gender been addressed in the design, implementation and monitoring of the program?
* To what extent has DAILL support promoted positive changes in gender equality? Were there any unintended effects?

Based on the above analysis, the evaluators are expected to provide overarching conclusions on DAILL results, as well as recommendations on how the DAILL can be adjusted in programming, partnership arrangements, resource mobilization strategies, and capacities to ensure that the full achievement of current planned outcomes. The formative evaluation is additionally expected to offer wider lessons for the program in Jordan, based on this analysis and contribute to define meaningful strategic orientations for future support in the field of local governance/development/support to decentralization process.

The final guiding questions to be used in the evaluation should be clearly outlined in the inception report and fully discussed and agreed between UNDP, key stakeholders and the evaluator.

1. **Methodology:**

The Consultant will work in close coordination with the DAILL Project Team. The Consultant shall refer to UNDP [Evaluation](http://web.undp.org/evaluation/guideline/index.shtml) Guidelines, UNDP Handbook on Planning, Monitoring and Evaluating for Development Results ([PME Handbook](http://web.undp.org/evaluation/handbook/documents/english/pme-handbook.pdf)). MTR must provide evidence-based information that is credible, reliable and useful. The DAILL project is open to and interested in using a variety of innovative evaluation methods using qualitative and quantitative data that contribute evidence to the guiding questions listed above and allow for triangulation of findings.

The MTR should draw on a balanced combination of assessment methodologies and data collection tools, including desk reviews of all relevant documentation (annex A), key informant interviews, focus group discussions and /or participatory workshops, direct observation (field visits), perception surveys etc. The evaluation design is to factor in the need to both capture answers to closed, specific questions and encourage open discussion and free expression of opinions and inputs for future planning.

The Consultant is expected to adopt a collaborative and participatory approach thereby ensuring close engagement with all relevant stakeholders. Consultations and interviews conducted during the data collection phase should thus involve a sufficiently broad and representative range of stakeholders who have project responsibilities and / or benefit from the project.

The final MTR report should describe the assessment strategy and its rationale, making explicit the underlying assumptions, challenges, strengths and weaknesses of the methods selected.

The evaluation methodology needs to employ a gender sensitive approach and inclusion principle and this needs to be elaborated in the evaluation report including how data-collection and analysis methods integrated gender considerations, use of disaggregated data and outreach to diverse stakeholders’ groups. All evaluation products need to have a gender lens.

The findings of the MTR will lead to the elaboration of specific, practical, achievable recommendations that are directed to the intended users.

The final methodological approach including interview schedule, field visits and data to be used in the evaluation should be clearly outlined in the inception report and fully discussed and agreed between UNDP, key stakeholders and the evaluator.

1. **Evaluation Products (Deliverables):**

The following reports and deliverables are required for the evaluation:

1. Inception report
2. Draft DAILL MTR Evaluation Report
3. Presentation at of key findings and recommendations to key stakeholders (partners and beneficiaries)
4. Final DAILL MTR Evaluation report
5. Summary brief in a friendly use format to maximize use and sharing results.

1. **Evaluation Ethics:**

Evaluations in UNDP shall be conducted in accordance with the principles outlined in the UNEG ‘[Ethical Guidelines for Evaluation'](http://www.unevaluation.org/document/download/3625) and must follow the procedures to safeguard the rights and confidentiality of information providers, for example: measures to ensure compliance with legal codes governing areas such as provisions to collect and report data; provisions to store and maintain security of collected information; and protocols to ensure anonymity and confidentiality.

1. **Implementation Arrangement:**

The evaluation process will be closely supported by the Evaluation Commissioner, Evaluation Manager and the Evaluation Reference Group. Roles and responsibilities of these functions can be accessed [here](http://web.undp.org/evaluation/guideline/documents/PDF/section-5.pdf):

The consultant/ Evaluator will be guided by the following key steps of implementation:

1. **Desk review** The Consultant will be required to become acquainted with available project materials and conduct a desk review of key documents including DAILL Project Document, theory of change, results framework, sustainability plan, annual work plans, annual and semi-annual donor and corporate reports, as well as the evaluation report from the previous phase (DLDSP) and any other materials that the team considers useful for this review and provides ahead of the evaluation. Important information on funding, budget and expenditure should also be reviewed. The desk review should inform the design of the evaluation and its key findings should be included in the pre-report presentation.
2. **Preparation of the evaluation plan:** In cooperation with the other members of the MTR team the Consultant is to thoroughly develop a clear evaluation framework and detailed plan of evaluation ahead of time:
	* The evaluation framework is to specify the refined evaluation questions and sub-questions and show how each evaluation question will be answered by way of proposed data collection methods and instruments, indicators, and sources of data; it should ideally be accompanied by a draft of data collection instruments, such as interview guidelines or focus group discussions or workshop plans, etc.
	* The work plan should indicate the proposed schedule of tasks, activities and deliverables during the evaluation process.
3. **Collect data** through carrying out key informant interviews / focus group discussions, and other methods deemed appropriate by the Evaluator. The Evaluator should seek to interact with a range of stakeholders (men and women) including project staff and management, donors, partners and end-users. More specifically this includes representatives from: Operational Working Group, UNDP Country Office, government institutions, other project partners from the academic and CSO sectors, citizens, key experts and consultants in the subject area, and other similar projects in the country. Ppreliminary findings of the MTR should be presented to UNDP before preparation of the report.
4. **Develop the draft MTR report**. The draft report is to be submitted and presented to UNDP for review and consolidation of comments in the audit trail. The report should follow the [standard evaluation report template](https://view.officeapps.live.com/op/view.aspx?src=http%3A%2F%2Fweb.undp.org%2Fevaluation%2Fguideline%2Fdocuments%2FTemplate%2Fsection-4%2FSec%25204%2520UNDP%2520evaluation%2520report%2520template%2520and%2520quality%2520standards.docx&wdOrigin=BROWSELINK) and can be comprised of, but not necessarily limited to:
	* A comprehensive summary and thorough analysis of the information collected in the previous steps (desk review and primary data collection).
	* Evidence-based conclusions that cover all guiding questions listed above and highlight the gaps identified and lessons learned so far.
	* Practical recommendations for the rest of the project duration, formulated on the basis of the information collected and conclusions. This section should specify adjustments to be made in relation to indicators outputs, outcomes, strategies, approaches; and actions needed to achieve these adjustments.
	* Audit Trail report to document process of reviewing the deliverables (Annex G).
5. **Final mid-term review report** that addresses all comments made by reviewers on the draft report. The final MTR report should not exceed 40 pages (excluding annexes). **In addition** to the elements of the draft MTR report specified in Point 4 above, it should include:
	* An executive summary that captures the key conclusions and recommendations of the MTR.
	* Description of the assessment strategy and its rationale, making explicit the underlying assumptions, challenges, strengths and weaknesses of the methods selected, description of the data collection process in practice.
	* Tables, references, etc.
	* All material produced during the consultancy[[1]](#footnote-1), including data / research findings, indicators, questionnaires and other tools, etc.
6. **Time Frame for the evaluation process:**

25 working days over a period of two months.

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| **Deliverables** | **Estimated duration to complete (not exceeding)** | **Instalment (%)** | **Target due dates**  |
| **Inception Report** | 6 working days | 15% | August 15th 2022 |
| **Draft Report** | 12 working days  | 35% | August 31st 2022 |
| **Presentation** of key findings of desk review (Task 1, Scope of work) and preliminary findings (Task 3, Scope of work) | 4 working days | 20% | September 15 2022 |
| **Final MTR report** (Task 5, Scope of work) | 3 working days | 30% | September 25th 2022 |

**The UNDP standard method of payment is the output-based lump-sum scheme. The payment will be made in the proposed installments upon satisfactory certification of receipt of deliverables by UNDP.**

1. **Submission Process and basis for selection:**

**Recommended Presentation of Proposal:**

Qualified and interested candidates are requested to submit the following documentations:

* Expression of Interest Letter
* P11 & or CV showing educational background and experience with the list of publications and brief description of relevant assignments
	+ List of similar assignments conducted in the past and related publications and further supporting documents such as evaluation reports.
	+ 2 reference letters related to the assignment and contact details of referees.
* Technical proposal: a brief outline of how the proposed MTR can be conducted, quality measures and what is the proposed approach to maximize the evaluation benefit and use.
* "All inclusive" financial offer based on the deliverables

*Notes:*

The term “all inclusive” implies all costs (professional fees, travel costs, living allowances, communication costs, etc.) The lump sum is fixed regardless of changes in the cost components.

# MINIMUM QALIFICATIONS AND EXPERIENCE

**Education**

* Advanced degree in relevant fields (e.g., public administration/policies, law, political economy, development studies or strategic management or related field).

**Experience**

* 10 years of experience of conducting project evaluations and/or playing an advisory role in projects in the area of local governance.
* Proven experience of conducting research independently using range of quantitative and qualitative data gathering techniques, including desk reviews and consultations with government officials; experience of drafting comprehensive reports and communicating research results.
* Previous experience across aspects of project cycle management: project planning / design, implementation, evaluations / reviews; Thorough understanding of key elements of result-based management.
* Experience with participatory evaluation using a mix of evaluations tools, and/or evaluation of capacity building projects is an asset.
* Experience with multi-stakeholder projects and working in close partnership with international organizations, government institutions (central and local) and donor agencies.
* Technical knowledge and experience in other cross-cutting areas such gender equality, disability issues, rights-based approach, and capacity development.
* **Fluency** in spoken and written English

**Shortlisting Passing Score:**

* **The shortlisting passing score is 70% out of 100% and based on the below criteria.**

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| **Criteria** | **Max. Points** |
| * Advanced degree in relevant fields (e.g., public administration/policies, law, political economy, development studies or strategic management or related field).
 | 40% |
| * 10 years of experience of conducting project evaluations and/or playing an advisory role in projects in the area of local governance
 | 20% |
| * Proven experience of conducting research independently using range of quantitative and qualitative data gathering techniques, including desk reviews and consultations with government officials; experience of drafting comprehensive reports and communicating research results.
 | 20% |
| * Previous experience across aspects of project cycle management: project planning / design, implementation, evaluations / reviews; Thorough understanding of key elements of result-based management.
 | 10% |
| * Experience with participatory evaluation using a mix of evaluations tools, and/or evaluation of capacity building projects is an asset.
 | 10% |

# EVALUATION

Individual consultants will be evaluated based on the following methodologies:

**Cumulative analysis:**

* When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. The technical evaluation will include an interview.

* Technical Criteria weight; 70%
* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 50 out of 70 in the technical evaluation would be considered for the Financial Evaluation.

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| Criteria | Weight | Max. Points |
| Technical | **70%** | **70** |
| Experience conducting MTR/ terminal evaluation for projects on decentralization, accountability and/ or local governance/development programmes. |  | 30 |
| Technical approach and methodology and work plan demonstrating a clear understanding of the job to be done |  | 30 |
| National and/ or regional experience |  | 10 |
| Financial: | **30%** | **30** |
| Total: | **100%** | **100 Points** |

**DOCUMENTS TO BE SUBMITTED**

Interested persons are invited submit the following documents/information to be considered:

1. Annex 1Personal History Form (P-11), including 3 references with email addresses
2. Annex 3Offeror’s letter (including the financial proposal), as per the attached form
3. Technical proposal
	* 1. Explaining why they are the most suitable for the work
		2. Providing a brief methodology (not more than 3 pages) on how they would approach and conduct the work.

**Please submit above information no later than 21st July 2022, at 17:00 hrs. (Jordan time) by email to:** ic.jo@undp.org **with subject:** “National Evaluation Consultant”.

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| **UNDP** | **Consultant** |
| Majida Al-Assaf Deputy Resident Representative Date |  |

#### ToR ANNEX A: List of Documents to be reviewed by the MTR consultant

1. Key stakeholders and partners list
2. Background documents
	1. Project document
	2. Project reports
	3. UNDP country/countries programme document(s)
	4. Minutes of the Project Board Meetings and other meetings (i.e., DAILL Operational Working Group Local Project Appraisal Committee meeting recommendations)
	5. Any additional documents, as relevant
3. Relevant national strategy documents.
4. Strategic and other planning documents (e.g., programme and project documents).
5. Monitoring plans and indicators
6. Partnership arrangements (e.g., agreements of cooperation with governments or partners).
7. Previous evaluations and assessments
8. UNDP evaluation policy, norms and standards and other policy documents

#### ToR ANNEX B: Guidelines on Contents for the Midterm Review Report

1. Title and opening pages with details of the project/ programme/ outcome being evaluated and the evaluation team.
2. Project and evaluation details, including the project title, Atlas number, budgets and project dates and other key information.
3. Table of contents.
4. List of acronyms and abbreviations.
5. Executive summary, a stand-alone section of maximum four pages including the quality standards and assurance ratings.
6. Introduction and overview, explaining what is being evaluated and why.
7. Description of the intervention being evaluated, providing the basis for readers to understand the design, general logic, results framework (theory of change) and other relevant information of the initiative being evaluated.
8. Evaluation scope and objectives, to provide a clear explanation of the evaluation scope, primary objectives and main questions.
9. Evaluation approach and methods, describing in detail the selected methodological approaches and methods.
10. Data analysis, describing the procedures used to analyses the data collected to answer the evaluation questions.
11. Findings and conclusions, setting out the evaluation findings, based on analysis of the data collected, and the conclusions drawn from these findings.
12. Recommendations. The report should provide a reasonable number of practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make.
13. Lessons learned. As appropriate and when requested in the TOR, the report should include discussion of lessons learned from the evaluation of the intervention.
14. All findings, conclusions, recommendations and lessons learned need to consider gender equality and women’s empowerment, disability, and other cross-cutting issues.
15. Annexes:
	1. MTR ToR (excluding ToR annexes)
	2. MTR evaluative matrix (evaluation criteria with key questions, indicators, sources of data, and methodology)
	3. Example Questionnaire or Interview Guide used for data collection
	4. Ratings Scales
	5. List of persons interviewed
	6. List of documents reviewed
	7. Signed UNEG Code of Conduct form
	8. Signed MTR final report clearance form
	9. *Annexed in a separate file:* Audit trail from received comments on draft MTR report

#### ToR ANNEX C: Midterm Review Evaluative Matrix Template

This Midterm Review Evaluative Matrix must be fully completed/amended by the consultant and included in the MTR inception report and as an Annex to the MTR report.

Annex C: Evaluation Questions

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| --- | --- | --- | --- | --- | --- | --- |
| **Relevant evaluation criteria** | **Key questions** | **Specific sub- questions** | **Data sources** | **Data collection methods/****tools** | **Indicators/ success standards** | **Methods for data analysis** |
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#### ToR ANNEX D: UNEG Code of Conduct for Evaluators/Midterm Review Consultants[[2]](#footnote-2)

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| **Evaluators/Consultants:**1. Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded.
2. Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.
3. Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and respect people’s right not to engage. Evaluators must respect people’s right to provide information in confidence and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals and must balance an evaluation of management functions with this general principle.
4. Sometimes uncover evidence of wrongdoing while conducting evaluations. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.
5. Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders’ dignity and self-worth.
6. Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, findings and recommendations.
7. Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.
8. Must ensure that independence of judgement is maintained, and that evaluation findings and recommendations are independently presented.
9. Must confirm that they have not been involved in designing, executing or advising on the project being evaluated.

**MTR Consultant Agreement Form** Agreement to abide by the Code of Conduct for Evaluation in the UN System:Name of Consultant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Consultancy Organization (where relevant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**I confirm that I have received and understood and will abide by the United Nations Code of Conduct for Evaluation.** Signed at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Place)* on *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)*Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

#### ToR ANNEX E: MTR Ratings

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| **Ratings for Progress Towards Results:** (one rating for each outcome and for the objective) |
| 6 | Highly Satisfactory (HS) | The objective/outcome is expected to achieve or exceed all its end-of-project targets, without major shortcomings. The progress towards the objective/outcome can be presented as “good practice”. |
| 5 | Satisfactory (S) | The objective/outcome is expected to achieve most of its end-of-project targets, with only minor shortcomings. |
| 4 | Moderately Satisfactory (MS) | The objective/outcome is expected to achieve most of its end-of-project targets but with significant shortcomings. |
| 3 | Moderately Unsatisfactory (HU) | The objective/outcome is expected to achieve its end-of-project targets with major shortcomings. |
| 2 | Unsatisfactory (U) | The objective/outcome is expected not to achieve most of its end-of-project targets. |
| 1 | Highly Unsatisfactory (HU) | The objective/outcome has failed to achieve its midterm targets and is not expected to achieve any of its end-of-project targets. |

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| **Ratings for Project Implementation & Adaptive Management:** (one overall rating) |
| 6 | Highly Satisfactory (HS) | Implementation of all seven components – management arrangements, work planning, finance and co-finance, project-level monitoring and evaluation systems, stakeholder engagement, reporting, and communications – is leading to efficient and effective project implementation and adaptive management. The project can be presented as “good practice”. |
| 5 | Satisfactory (S) | Implementation of most of the seven components is leading to efficient and effective project implementation and adaptive management except for only few that are subject to remedial action. |
| 4 | Moderately Satisfactory (MS) | Implementation of some of the seven components is leading to efficient and effective project implementation and adaptive management, with some components requiring remedial action. |
| 3 | Moderately Unsatisfactory (MU) | Implementation of some of the seven components is not leading to efficient and effective project implementation and adaptive, with most components requiring remedial action. |
| 2 | Unsatisfactory (U) | Implementation of most of the seven components is not leading to efficient and effective project implementation and adaptive management. |
| 1 | Highly Unsatisfactory (HU) | Implementation of none of the seven components is leading to efficient and effective project implementation and adaptive management. |

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| **Ratings for Sustainability:** (one overall rating) |
| 4 | Likely (L) | Negligible risks to sustainability, with key outcomes on track to be achieved by the project’s closure and expected to continue into the foreseeable future |
| 3 | Moderately Likely (ML) | Moderate risks, but expectations that at least some outcomes will be sustained due to the progress towards results on outcomes at the Midterm Review |
| 2 | Moderately Unlikely (MU) | Significant risk that key outcomes will not carry on after project closure, although some outputs and activities should carry on |
| 1 | Unlikely (U) | Severe risks that project outcomes as well as key outputs will not be sustained |

#### ToR ANNEX F: Audit Trail Template

*Note:* The following is a template for the MTR consultant to show how the received comments on the draft MTR report have (or have not) been incorporated into the final MTR report. This audit trail should be included as an annex in the final MTR report.

**To the comments received on (*date*) from the Midterm Review of (*project name*) (UNDP Project ID- *#)***

*The following comments were provided in track changes to the draft Midterm Review report; they are referenced by institution (“Author” column) and not by the person’s name, and track change comment number (“#” column):*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Author** | **#** | **Para No./ comment location**  | **Comment/Feedback on the draft MTR report** | **MTR team****response and actions taken** |
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**Management arrangement:**

The consultant is expected to work with project management unit with a full guidance and supervision from the Portfolio Team Leader.



Annex -2-

Individual Consultant General Terms and Conditions

GENERAL CONDITIONS OF CONTRACT

## FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

l. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-å-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the

United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

1. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to I-INDP seek to impose any instructions on the Contract regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General Bulletin of 18-time 2002, entitled 'Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Official, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of (J NDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

1. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for t JNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

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contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UN DP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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

1. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information'), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing or rules promulgated by the Secretary-General. 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. 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.

1. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, a n d upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of IJNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UN DP insurance policy, available upon request.

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1. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. ne terns or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such undertakings, licenses or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.
2. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
3. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
4. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor , or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
5. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor 's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

 11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

1. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to IJ N DP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to U N DP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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

1. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other fight or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any properly, whether tangible or intangible, related to the Contract that is in the possession Of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by (JNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP

1. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
2. TAXATION: Article Il, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alias 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
3. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. I-JNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

1. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing. ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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 Intonational 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.

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

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ANNEX III – OFFEROR’S LETTER TO UNDP

CONFIRMING INTEREST AND AVAILABILITY

FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

**OFFEROR’S LETTER TO UNDP**

**CONFIRMING INTEREST AND AVAILABILITY**

**FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date

Ms. Randa Aboul-Hosn

Resident Representative

UNDP Shmeisani

Dear Sir/Madam:

I hereby declare that:

1. I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of “**National Evaluation Consultant**”.
2. I have also read, understood and hereby accept UNDP’s General Conditions of Contract for the Services of the Individual Contractors.
3. I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
4. In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this item if the TOR does not require submission of this document].
5. I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]:*
* An all-inclusive daily fee of [*state amount in words and in numbers indicating currency]*
* A total lump sum of [*state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
1. For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2.
2. I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures.
3. This offer shall remain valid for a total period of 90 days after the submission deadline.
4. I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
5. If I am selected for this assignment, I shall *[please check the appropriate box]:*
* Sign an Individual Contract with UNDP.
* Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

1. I hereby confirm that *[check all that applies]*:
* At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
* I am currently engaged with UNDP and/or other entities for the following work:

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| --- | --- | --- | --- | --- |
| **Assignment** | **Contract Type** | **UNDP Business Unit / Name of Institution/Company** | **Contract Duration** | **Contract Amount** |
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* I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

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| --- | --- | --- | --- | --- |
| **Assignment** | **Contract Type**  | **Name of Institution/ Company** | **Contract Duration** | **Contract Amount** |
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|  |  |  |  |  |

1. I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
2. ***If you are a former staff member of the United Nations recently separated, please add this section to your letter:*** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
3. I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.
4. Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

 YES NO If the answer is "yes", give the following information:



|  |  |  |
| --- | --- | --- |
| **Name** | **Relationship** | **Name of International Organization** |
|  |  |  |
|  |  |  |
|  |  |  |

1. Do you have any objections to our making enquiries of your present employer?

 YES NO

1. Are you now, or have you ever been a permanent civil servant in your government’s employ?

 YES NO If answer is "yes", WHEN?

1. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Full Address** | **Business or Occupation** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

 YES NO If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

 DATE: SIGNATURE:

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

**Annexes****UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. All individuals including persons with disabilities are equally encouraged to apply. All applications will be treated with strictest confidence and equally.**

**Technical and financial proposals along with CV & 3 references should be submitted, and without such will not be considered).**

**(Only Short-Listed Candidates will be contacted)**

**UNDP is an employer committed to gender equity and to providing equal opportunities to both males and females.**

CV shall include Education/Qualification, Processional Certification, Employment Records /Experience

* Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
* Brief Description of Approach to Work (if required by the TOR)

**ANNEX 2**

**BREAKDOWN OF COSTS[[3]](#footnote-3)**

**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

1. **Breakdown of Cost by Components:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost Components** | **Unit Cost** | **Quantity** | **Total Rate for the Contract Duration** |
| 1. **Personnel Costs**
 |  |  |  |
| Professional Fees |  |  |  |
| Life Insurance |  |  |  |
| Medical Insurance (I have my own already) |  |  |   |
| Communications |  |  |   |
| Land Transportation- by car: |  |  |   |
| Others (pls. specify) |  |  |   |
|   |  |  |  |
| 1. **Travel[[4]](#footnote-4) Expenses to Join duty station**
 |  |  |  |
| Round Trip Airfares to and from duty station |  |  |   |
| Living Allowance |  |  |   |
| Travel Insurance |  |  |  |
| Terminal Expenses |  |  |  |
| Others (pls. specify) |  |  |  |
|  |  |  |  |
| 1. **Duty Travel (To Aqaba)**
 |  |  |  |
| Round Trip Airfares |  |  |   |
| Living Allowance |  |  |   |
| Travel Insurance |  |  |  |
| Terminal Expenses |  |  |  |
| Others (pls. specify) |  |  |  |

1. **Breakdown of Cost by Deliverables\***

|  |  |  |
| --- | --- | --- |
| **Deliverables***[list them as referred to in the TOR]* | **Percentage of Total Price (Weight for payment)** | **Amount** |
| Inception Report | 15% |  |
| Draft Report | 35% |  |
| Presentation of key findings of desk review (Task 1, Scope of work) and preliminary findings (Task 3, Scope of work) | 20% |  |
| Final MTR report (Task 5, Scope of work) | 30% |  |
| Total  | 100% | USD |

*\*Basis for payment tranches*

1. In compliance with evaluation ethics standards, especially regarding confidentiality rights. [↑](#footnote-ref-1)
2. <http://www.unevaluation.org/document/detail/100> [↑](#footnote-ref-2)
3. The costs should only cover the requirements identified in the Terms of Reference (TOR) [↑](#footnote-ref-3)
4. Travel expenses are not required if the consultant will be working from home. [↑](#footnote-ref-4)