



Request for Proposal (RFP)

March 18, 2009

Dear Sir/Madam,

Subject: RFP for the provision of “Evaluating the Results of Poverty and Social Impact Analysis on national policy making” - READVERTISEMENT

1. You are requested to submit a proposal for evaluation services, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Proposal Submission Form (Annex IV)
 - v. Price Schedule (Annex V)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **1700 hours EST of April 3, 2009**.

**United Nations Development Programme
304, East 45th Street, New York, NY 10017, USA
[Attention: Mr. Ramakrishnan C. Iyer, Operations Manager, BDP]
Tel: +1-212-906-5584**

4. Alternatively, one copy each of the financial and technical proposals could be emailed as separate Portable Document Format (PDF) files to ramakrishnan.iyer@undp.org, within the above deadline. Maximum allowed size limit per file is 2 Megabytes (2 MB) and PDF files should be sequentially numbered or named if the individual file size exceeds this limit.
5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours sincerely,

Ramakrishnan C. Iyer
Operations Manager
Bureau for Development Policy, UNDP New York

Instructions to Offerors

A. Introduction

1. General

The purpose of this RFP is to solicit bids to support UNDP to conduct an evaluation of the Poverty and Social Impact Analysis initiatives completed during past years.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNDP in writing by email to ramakrishnan.iyer@undp.org. UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. A summary of written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be posted on UNDP Procurement website.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. Such amendments will be posted on UNDP Procurement website. In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) A CD-ROM containing all the above documents in Microsoft Word or Excel or Adobe Portable Document Format.

8. Proposal form

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

(a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal. This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP.

(b) Resource plan

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

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications. The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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

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

9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in US dollars only.

11. Period of validity of proposals

Proposals shall remain valid for Ninety (90) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

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

12. Format and signing of proposals

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

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

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

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

(a) The outer envelope shall be:

- addressed to:
 - United Nations Development Programme**
 - 304, East 45th Street, New York, NY 10017, USA**
 - [Attention: Mr. Ramakrishnan C. Iyer, Operations Manager, BDP]**
 - Tel: +1-212-906-5584**

and,

- marked with **“RFP: Services for Evaluation of PSIA”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such. The outer envelope should contain the CD-ROM. Note that if the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the Proposal’s misplacement or premature opening.

(c) Alternatively, one copy each of financial and technical proposals could be emailed as separate Portable Document Format (PDF) files to ramakrishnan.iyer@undp.org, within the deadline below.

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address specified under clause *Sealing and marking of Proposals* no later than **1700 hours EST on April 3, 2009.**

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

UNDP open the Proposals in the presence of a Committee formed by the Operations Manager, BDP/UNDP.

19. Clarification of proposals

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

20. Preliminary examination

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not

accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that obtained the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all the bidders, who have attained minimum 70% score in the technical evaluation, will be compared and a cumulative analysis method will be used to select the Contractor. In this methodology, the maximum number of (300) points assigned to the financial proposal are allocated to the lowest price proposal. All other price proposals receive points in inverse proportion. The following formula will be used to obtain the price scores of each bid:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	25%	175					
2.	Proposed Work Plan and Approach	35%	245					
3.	Personnel *	40%	280					
Total			700					

* Two senior experts are minimum required to undertake this task

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

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability) based on provided references	30					
1.2	Litigation and Arbitration history	5					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	20					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	105					
		175					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	45					
2.2	Have the important aspects of the task been addressed in sufficient detail?	40					
2.3	Timeframe suggested is feasible and is in line with the TOR requirements	40					
2.6	Is the scope of task well defined and does it correspond to the TOR?	60					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	60					
		245					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Key Personnel *								
3.2	Senior Expert (1)		140					
			Sub-Score					
	General Qualification		120					
	Suitability for the Project							
	- International Experience	25						
	- Evaluation Experience	45						
	- Professional Experience in the development sector	35						
	- Knowledge of African region	15						
	- Language Qualifications (English and French, preferable)	20						
			135					
3.3	Senior Expert (2)		140					
			Sub-Score					
	General Qualification		115					
	Suitability for the Project							
	- International Experience	25						
	- Evaluation Experience	45						
	- Professional Experience in the development sector	35						
	- Knowledge of African region	15						
	- Language Qualifications (English and French, preferable)	20						
			135					
Total Part 3			280					

* Two senior experts are minimum required to undertake this task

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser. Failure of the successful Offeror to comply with this Clause shall constitute sufficient grounds for the annulment of the award, in which event UNDP may make the award to the next lowest evaluated Offeror or call for new Proposals.

General Conditions of Contract**1. LEGAL STATUS**

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

2. SOURCE OF INSTRUCTIONS

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

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

4. ASSIGNMENT

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

5. SUB-CONTRACTING

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

6. OFFICIALS NOT TO BENEFIT

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

7. INDEMNIFICATION

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

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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.
2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
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.
4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - i. Name UNDP as additional insured;
 - ii. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - iii. Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
5. The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

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

10. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or

official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- i. Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- ii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- iii. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- i. Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- ii. 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.
- iii. In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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

16.SETTLEMENT OF DISPUTES

Amicable Settlement

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

Arbitration

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

17.PRIVILEGES AND IMMUNITIES

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

18.TAX EXEMPTION

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

19.CHILD LABOUR

- i. 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.

- ii. 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. MINES

- i. 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.
- ii. 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. 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. AUTHORITY TO MODIFY

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

Terms of Reference

Evaluating the Results of Poverty and Social Impact Analysis on national policy making

Background

Structural, sectoral and macroeconomic reforms are core elements of Poverty Reduction Strategies. In the past, a systematic ex-ante assessment of poverty and social impacts to inform the design and implementation of reforms was often neglected. In 2001 the World Bank developed a conceptual framework for Poverty and Social Impact Analysis (PSIA) to promote a more systematic assessment of poverty impacts of policy reforms on poor and vulnerable groups.

PSIA is the analysis of intended and unintended consequences of policy reforms on the well-being or welfare of different social groups, with a particular focus on the poor and vulnerable. The approach analyzes the distributional impacts of policy reforms with the intention of increasing the extent to which equity and poverty reduction is considered in the policy design and process. Next to analyzing potential impacts, PSIA opens space for public policy dialogue among a range of stakeholders, thus contributing to increased transparency and accountability in policy formulation and allowing decisions to be based on empirical evidence.

The main objectives of the PSIA approach are:

- Understanding the impact of policy reforms on poverty and social outcomes
- Analyzing intended and unintended consequences of policy interventions (ex-ante, during implementation, ex-post)
- Considering trade-offs between social costs and benefits of reform by assessing opportunities, constraints and social risks
- Enhancing the positive impacts of reforms and minimizing their adverse impacts
- Designing appropriate mitigating measures and risk management strategies for the reform program, when adverse impacts and risks are unavoidable and
- Building country ownership and capacity for analysis and implementation of policy reforms
- *In sum*, PSIA aims at improving the analytical underpinning of policy reform and opening up dialogue around alternative policy options. It thus contributes to designing policy more pro-poor, inclusive, transparent and evidence-based

Roughly 160 PSIAs have been conducted since 2002, most of which received funding from the World Bank and were lead by World Bank Teams. While this very swift uptake of the approach by the World Bank received international recognition and support, concerns were raised that the analyses were often conducted with minimal engagement of national stakeholders. Their involvement was seen as crucial to the effectiveness of the approach in informing national policy making and allowing partner governments to build capacity over time. The World Bank experiences are presently being evaluated in two separate evaluation processes. The internal evaluation results are available by October 2009.

The Belgian Government addressed these concerns by contributing to a UNDP Trust Fund, which makes resources for PSIA work directly available to governments: Based on a 'call for proposal', partner governments can identify reform areas which would benefit from a poverty and social impact analysis and submit a proposals for funding. The Trust Fund grants on an average \$ 100,000 per case, while UNDP and the World Bank support the analytical process

with technical assistance. However, the governments are taking all relevant decisions and are responsible for implementing the work. 13 PSIA studies have been supported by the Trust Fund (TF) since 2005 in Africa and the Middle East. A third round of 'call for proposals' is planned for 2009. The results of this evaluation will inform the conceptual design and the implementation of the next 7 PSIA projects under the TF.

Objectives of the Evaluation

The key objectives of the evaluation are to

- a. Assess the contribution of PSIA to in-country planning and policy processes
- b. Identify determinants of an effective PSIA
- c. Draw out implications for the next stage of PSIA
- d. Compare results with the World Bank's evaluation. Assess if a country led approach versus a donor led approach achieves different policy outcomes.

The results of this evaluation will directly influence the design of the third round of country work supported by the Trust Fund. Strengths and weaknesses identified by the evaluation will lead to adjustment in the country case selection process and in the kind of Technical Assistance provided to the partners.

Research Approach

The evaluation will be conducted in three separate analytical steps:

a. Brief literature evaluation of lessons learned and experiences with PSIA conducted by other organizations – building on already available material from the WB evaluation

The WB evaluation presently underway will produce a literature review, which will be made available to the consultants. However, work with NGO and country-led approaches have not been taken into consideration and will need to be added. A review of these lessons and experiences will help to refine the analytical framework for conducting the evaluation of the 13 country studies funded by the Trust Fund. The conceptual design used and the literature review produced for the World Bank internal evaluation, which reviewed 8 country cases will be made available to the consultants.

b. Desk research on PSIA results for each of the 13 country cases

For each of the 13 PSIA's, relevant material will be compiled and analyzed regarding the research questions outlined in detail below. Additionally, (telephone) interviews with the units in government, responsible for implementing the PSIA, will be conducted, for which UNDP will provide the contact information. Results of the analysis will be presented in a case study write-up for each of the cases.

c. Country visits to 5 countries to conduct in-depth analysis the results of the PSIA on policy

Based on the results of the work conducted under point a. and b., 5 countries will be selected in which more in-depth analysis of the country context and the determinants of success or failure will be analyzed. The criteria for selecting these countries will be developed after the desk research, guided by the principle to maximize learning.

Consultations with key stakeholders (different ministries in government, national NGOs, Media, intended beneficiaries of reform, donors, and research institutes) and additional documentation will provide the basis for this second level of analysis.

Research Questions

A PSIA comprises two key elements: a. the analysis of the distributional effects of an intended reform and b. a process in which recommendations are developed in order to provide an input to the in-country policy dialogue. Ideally the analysis is conducted via a mixed methods approach and based on social and economic analysis.¹

The three core research questions to be analyzed are:

- **How effective have PSIAs been in influencing planning and policy processes?** Has the process led to more policy choices for national stakeholders and more transparent and inclusive policy making? The PSIA User's Guide identifies ten key elements in an effective PSIA which includes fostering policy debate and feeding back into policy choice. But how is this done and what results have been achieved? Are perceptions of effectiveness the same for different stakeholder groups?
- **How have PSIA sought to influence in-country policy making?** How relevant was the choice of the program to be evaluated through PSIA in relation to the development challenges of the country? How was the process of conducting a PSIA in the specific manner determined? How have stakeholders been involved in the process?
- **What factors determine whether or not a PSIA is effective in influencing in-country policy processes?** How much do country specific factors (initial conditions, ownership, political commitment by government, data availability/research capacity) determine the contribution of a PSIA to in-country planning and policymaking? Did results from the PSIA influence the design/implementation of policies? Did PSIA activities have results that were not specifically targeted? (Collateral benefits). Were there any obstacles in the implementation of the PSIA? Are there other factors, such as institutional anchoring, timing, funding, staffing and leadership that could be improved to enhance the effectiveness of PSIA? How were these obstacles resolved? What are some of the implications for the next stage of PSIA?

Core Activities

Implementing the work will include the following core activities:

- Review of existing literature on PSIA,
- Developing a Research Design, including hypotheses,
- Review and analysis of documents, including country policy documents and relevant sector work conducted by development partners for 13 PSIA cases,
- Field research for 5 PSIA cases,
- Interviews with government decision makers, staff and relevant stakeholders in the PSIA process.
- A draft and final report

¹ The main elements of the PSIA approach are outlined in the 'PSIA User's Guide' and the 'Good Practice Note on PSIA'.

Expected Outputs and Time Lines

Inception Report summarizing key experiences on conditions for conducting effective PSIA and outlining a refined conceptual framework for analyzing the results of the PSIA supported by the Trust Fund	2 weeks from signature of contract
Case study write-up for each of the PSIAs supported by the TF summarizing main findings (desk studies as well as field work)	10 weeks from signature of contract
Draft Report on key findings and recommendations	12 weeks from signature of contract
Summary report on key findings and recommendations	14 weeks from signature of contract

PROPOSAL SUBMISSION FORM
(please use this text on the Company's letterhead)

To

UNDP, New York

Dear Sir / Madam,

Having examined the Solicitation Documents pertaining to the **RFP: Services for Evaluation of PSIA**, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional services for evaluation of PSIA activities of UNDP for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated and in line with the Conditions of Contract provided at Annex II of the RFP.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month _____ of year _____

Signature

Name: _____
(In the capacity of _____)

Duly authorised to sign Proposal for and on behalf of _____

PRICE SCHEDULE

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

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

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category and the list below is only indicative.

Estimates for cost-reimbursable items, if any, such as travel, and per-diem expenses should be listed separately.

(The following text should be completed in the Company's letterhead)

Price Schedule for RFP: Services for Evaluation of PSIA				
Description of Activity/Item		Number of Staff	Monthly/Daily Rate	Estimated Amount (US\$)
1.	Remuneration			
1.1	Services in Home office			
1.2	Services in Field			
2.	Out of Pocket Expenses			
2.1	Travel *			
2.2	Per Diem Allowances *			
2.3	Communications			
2.4	Reproduction and Reports			
2.5	Equipment and other items			
2.6	Others (please describe)			
	TOTAL			

* Travel (*economy class airfare by most direct route only*) and subsistence costs should **not** be included in the price schedule and shall be agreed upon with the selected Vendor, based on actual countries chosen for field visits. These costs will be included later as an amendment to the Contract.