CONSULTANTS PROCUREMENT NOTICE

Date: 25 November, 2011

Country: Ghana

Description of the assignment: Outcome Evaluation

Evaluation Title: Increased Production, Productivity and Income Generation in Deprived Sectors and Districts

Period of assignment/services:

Your offer comprising of technical and financial proposals, in separate sealed envelopes, in hard (6 copies) and soft copy (Compact Disk), should be hand delivered at the front desk of the UNDP Office, Ring Road East, Near the Fire Service Head Quarters no later than 4.30 pm Friday 9 December, 2011. Email copies will not be accepted or considered. The submission should be clearly marked “Outcome Evaluation – Increased Production, Productivity and Income Generation in Deprived Sectors and Districts”

1. BACKGROUND

The growing demand for development effectiveness is largely based on the realization that producing good “deliverables” is simply not enough. The relevance of efficient or well-managed development projects and outputs is their ability to yield discernible improvements in development conditions and ultimately in people’s lives. Being a key international development agency, the United Nations Development Programme (UNDP) has been focusing on achieving clearly defined results. This has been pursued in recent times through the results-based management (RBM) approach.

As part of its efforts in enhancing RBM, UNDP has shifted from traditional activity-based project monitoring and evaluation (M&E) to results-oriented M&E, especially outcome M&E that covers a set of related programmes, projects, and strategies intended to achieve a defined outcome. An outcome evaluation assesses how and why an outcome is or is not being achieved in a given country context, within a time frame and the role UNDP and other partners have played in this regard. Outcome evaluations also help to clarify underlying factors affecting the situation, highlight unintended consequences (positive and negative), generate lessons learned and recommend actions to improve performance in future programming.

The Outcome to be evaluated is “Increased production, productivity and income generation in deprived sectors and districts”.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK (more details in the TOR – Annex I)

Scope of Work

The outcome evaluation shall be both retrospective and prospective, taking stock of the past while looking into the future. It will assess the following:
(i) **Outcome analysis** – Evaluate the progress that has been made towards the achievement of the outcome (including contributing factors and constraints);

(ii) **Output analysis** - Determine contributing factors and impediments and extent of the UNDP contribution to the achievement of the outcomes through related project outputs (including an analysis of both project activities and soft-assistance activities);

(iii) **Output-outcome link** - Assess the contribution UNDP has made/is making to the progress towards the achievement of the outcome; and

(iv) **Assess partnership strategy** in relation to outcome.

The results of the outcome evaluation will be used to guide future programming.

**Duties and Responsibilities**

Members of the mission must not have been associated with the project’s formulation, implementation or monitoring.

It is proposed that the evaluation team is made of a lead national consultant, assisted by two experienced national consultants.

The **lead consultant** will take the overall responsibility for the quality and timely submission of the evaluation reports to the UNDP Country Office and shall:

- Lead and manage the evaluation mission;
- Design the detailed evaluation scope and methodology (including the methods for data collection and analysis) for the report;
- Decide the division of labour within the evaluation team;
- Conduct an analysis of the outcome, outputs and partnership strategy (as per the scope of the evaluation described above) for the report;
- Draft related parts of the evaluation reports; and
- Finalize the whole evaluation report.

The **assistant consultants** shall:

- Review documents;
- Participate in the design of the evaluation methodology;
- Conduct an analysis of the outcome, outputs and partnership strategy (as per the scope of the evaluation described above);
- Draft related parts of the evaluation report; and,
- Assist Team leader in finalizing document through incorporating suggestions received on draft related to his/her assigned sections.

**Deliverables:**

1) An Inception report
2) Debriefing of UNDP and partners
3) Draft report
4) **A comprehensive evaluation report** in English – the key product expected from this outcome evaluation (2 Hard copies and a soft copy in MS Word and Acrobat reader)

**3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

The **lead consultant** shall:

- have an advanced university degree in Development Economics, Social Sciences or Business Administration

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1 For UNDP, soft assistance activities include advocacy, policy advice/dialogue, and facilitation/brokerage of information and partnerships.
• have at least ten years of work experience in development management, monitoring and evaluation of development results
• have sound knowledge of sustainable livelihoods, business development, microfinance or local level development
• have sound knowledge of projects and programme management and results-based management (especially results-oriented monitoring and evaluation);
• have excellent writing and analytical skills; and
• be fluent in English

The other two consultants shall
• have advanced university degrees
• at least eight years work experience in monitoring and evaluation of development results
• sound knowledge of sustainable livelihoods, microfinance, enterprise development and ICT
• sound knowledge of results-based management (especially results-oriented monitoring and evaluation);
• excellent writing and analytical skills
• be fluent in English

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSAL

Interested individual lead consultants must submit the following documents/information on behalf of the team to demonstrate their qualifications:

1. Letter of interest
   • Explaining why the consultant is the most suitable for the work
   • Provide a brief methodology on how the consultant will approach and conduct the work
1. Financial proposal
2. Personal CV including past experience in similar projects and at least three references. The CVs of the two assistant consultants should be included.

5. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, number of anticipated working days). Please note that the financial proposal shall include the payment of the two assistant consultants.

6. EVALUATION

The weighted scoring method will be utilized.

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.

* Technical Criteria weight: 70%
* Financial Criteria weight: 30%
Only candidates obtaining a minimum of 50 point (Technical Evaluation) would be considered for the Financial Evaluation.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
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<tbody>
<tr>
<td><strong>1) Technical</strong></td>
<td>70 %</td>
<td>70</td>
</tr>
<tr>
<td>Qualifications of lead consultant</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td>Academic Qualification</td>
<td>5</td>
<td></td>
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<tr>
<td>Professional Qualification</td>
<td>3</td>
<td></td>
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<tr>
<td>Knowledge of sustainable livelihoods, business development, microfinance or local level development</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Professional Experience of lead consultant</td>
<td>15%</td>
<td>15</td>
</tr>
<tr>
<td>Relevant experience in monitoring and evaluation</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Qualification and experience of assistant consultants</td>
<td>15%</td>
<td></td>
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<tr>
<td>Academic/professional qualifications</td>
<td>5</td>
<td></td>
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<tr>
<td>Relevant experience in monitoring and evaluation</td>
<td>10</td>
<td></td>
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<tr>
<td>Methodology /Approach</td>
<td>30%</td>
<td>30</td>
</tr>
<tr>
<td><strong>2) Financial</strong></td>
<td>30%</td>
<td>30</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
<td>100</td>
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**ANNEX**

ANNEX 1- TERMS OF REFERENCES (TOR)
ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
ANNEX I

Terms of Reference for Outcome Evaluation

UNDP Ghana

CPAP Outcome 9: Increased production, productivity and income generation in deprived sectors and districts.

A. INTRODUCTION

Background

The growing demand for development effectiveness is largely based on the realization that producing good “deliverables” is simply not enough. The relevance of efficient or well-managed development projects and outputs is their ability to yield discernible improvements in development conditions and ultimately in people’s lives. Being a key international development agency, the United Nations Development Programme (UNDP) has been focusing on achieving clearly defined results. This has been pursued in recent times through results-based management (RBM) approach.

As part of its efforts in enhancing RBM, UNDP has shifted from traditional activity-based project monitoring and evaluation (M&E) to results-oriented M&E, especially outcome M&E that covers a set of related programmes, projects, and strategies intended to achieve a defined outcome. An outcome evaluation assesses how and why an outcome is or is not being achieved in a given country context, within a time frame and the role UNDP and other partners have played in this regard. Outcome evaluations also help to clarify underlying factors affecting the situation, highlight unintended consequences (positive and negative), generate lessons learned and recommend actions to improve performance in future programming.

Brief National Context Related to the Outcome

Ghana aims at attaining the Millennium Development Goals (MDGs), which address extreme poverty in its many dimensions. With the various initiatives, global partnerships, and socio-economic stability, Ghana hopes to achieve the MDGs including the goal of halving extreme poverty by 2015.

The Ghana Poverty Reduction Strategy II (2006 -2009) set out four key priorities namely continued macro-economic stability; accelerated private-sector-led growth; human resource development; and good governance and civic responsibility—to achieve accelerated and sustained growth as a means to wealth creation and poverty reduction. In addition to promoting growth, the GPRS II sought to empower the poor, vulnerable and excluded to enable them to contribute to and share in the growth, ensuring sustained and people-centred poverty reduction.

The Ghana Shared Growth and Development Agenda (2010 -2013) places emphasises on human development, transparent and accountable governance and infrastructural development, in support of agricultural
modernisation, natural resource development, particularly oil and gas, private sector development, ICT, housing and energy for accelerated employment creation and income generation for poverty reduction.

Although there have been some achievements in poverty reduction in recent efforts, the Ghana Human Poverty Index (G-HPI-1) shows that three northern regions have high human poverty. Their respective G-HPI-1 values in 2002/2003 are 64.4 for the Northern Region, 66.2 for the Upper East Region, and 63.7 for the Upper West Region, being higher than the National HPI-1 (41.0) as well as any other regions. This indicates that these three regions face more deprivations in health, education and decent standard of living.

These results have arisen from various factors such as underutilization of resources including human, social, economic, natural and physical assets and opportunities; limited access to social services including water, sanitation, healthcare and education; and vulnerability context including social, economic, political and environmental trends, shocks and seasonality.

Additionally, unfavourable employment environment limits opportunities to build up the assets and to enhance livelihoods, which could lead to poverty reduction. There are numerous challenges and constraints on realizing employment-intensive growth in Ghana such as access to credit, inadequate infrastructure, the need for basic skills and training, limited access to markets, technology gaps, insufficient information, and insufficient institutional capacity. Concerning rural poverty reduction, it is necessary to consider a wide range of possibilities including not only creation of formal sector employment opportunities but also increasing agricultural productivity and value addition as well as identification of appropriate and alternative livelihoods.

The rural poverty situation continues to exacerbate the plight of people living in the deprived areas, making them vulnerable, with limited power and capacity to enable them to break away from the vicious circle of poverty. Since each community has different types and different levels of livelihoods, it is essential that each community prioritizes, formulates, implements, and manages their own livelihoods strategies so as to obtain their expected livelihoods outcomes as well as to enhance its own capacity.

To promote growth and reduce poverty a number of projects have been undertaken to help increase production, productivity and income generation in deprived sectors and districts. In the deprived regions of northern Ghana, the Sustainable Rural Livelihoods Project in Northern Ghana was proposed as a potentially effective approach towards improving livelihoods in deprived districts through innovative approaches.

The Building of MSMEs Project was designed with the overarching objective of increasing the productivity of MSMEs, to enable them grow from the informal to the formal sector, enhance opportunities for their growth and expansion and their capacity to provide employment and wealth, leading to poverty reduction. The project sought to address the multi-faceted problems of the sector through a two-prong approach of:

- Fostering linkages with financial institutions to enhance access to financial services; and
- Providing sector-specific business development support services to MSMEs through training in entrepreneurship development, provision of technical advisory services, exposure visits and knowledge sharing and networking.

Programme Overview

As part of the Secretary-General’s 1997 Reform Programme to make the UN a more effective and efficient institution, the Common Country Assessment (CCA) and the United Nations Development Assistance Framework (UNDAF) have become the primary tools to facilitate a common programming framework for all UN agencies at the country level. The Ghana 2004 CCA was a collective assessment that identified the causes of key development
challenges. To tackle these challenges and meet the MDGs, the Ghana 2006 UNDAF has been formulated as the management tool for coordinating UN System development assistance from 2006 to 2010 and has been extended to 2011.

The UNDAF supports national priorities as set out in the Growth and Poverty Reduction Strategy (GPRS) and the Ghana Shared Growth and Development Agenda as the UNDAF outcomes are formally accepted as the strategic contributions of the UN to national priorities.

The UNDP Country Programme Action Plan (CPAP) 2006-2010 derives from the UNDAF and was developed to operationalize UNDP’s support to Ghana. The Government of Ghana and UNDP Ghana are in mutual agreement on the contents of the CPAP and their responsibilities in the implementation of the Country Programme.

To promote growth and reduce poverty, a number of projects have been undertaken to help increase production, productivity and income generation in deprived sectors and districts.

   In the deprived regions of Northern Ghana, the Sustainable Rural Livelihoods Project in Northern Ghana was proposed as a potentially effective approach towards improving livelihoods in deprived districts through innovative approaches. The project is carried out with the objectives of developing the capacity of community-based groups; enhancing the capacity of multi-sectorial teams of fieldworkers; decreasing the poverty levels of individuals (both subjectively and objectively) and improving the socio-economic and environmental status of communities.

2. **Capacity Building for MSMEs (Ministry of Finance 2006- 2011)**
   The MSME Capacity Project was designed with the overarching objective of increasing the productivity of MSMEs, to enable them grow from the informal to the formal sector, enhance opportunities for their growth and expansion and their capacity to provide employment and wealth, leading to poverty reduction. The project sought to address the multi-faceted problems of the sector through a two-prong approach of:
   - Fostering linkages with financial institutions to enhance access to financial services; and
   - Providing sector-specific business development support services to MSMEs through training in entrepreneurship development, provision of technical advisory services, exposure visits and knowledge sharing and networking.

3. **Promoting Local Economic Development (2010 -2011)**
   This project is supporting the development of a National LED Policy Framework, comprising a National LED Policy and Implementation Action Plan and the formulation and implementation of District LED strategies in selected pilot districts.

4. **Human Security Programme**
   This programme targets four conflict prone areas in the three Northern regions, namely Bawku, Yendi, Tamale, and Wa. Its purpose is to create an enabling environment and empower local institutions, communities and individuals in the three northern regions to prevent and manage conflict through integrated people-centred approaches as a means to ensuring sustainable human security in the area.

5. **Recovery Programming Support for Northern Ghana (NADMO) 2010-2011**
   This programme supports national efforts at disaster response through establishment of an implementation capacity to effectively plan and respond to the perennial disasters confronting the Northern, Upper East and Upper West Regions of Ghana. It aims at addressing urgent support for flood victims or people who are directly affected by the floods in the three Northern regions.
In implementing these projects, UNDP is working with national institutions, and NGOs as follows:

- Ministry of Finance and Economic Planning
- Ministry of Trade and Industry
- Ministry of Local Government and Rural Development
- Local Government Service Secretariat
- Africa 2000 Network; and
- National Disaster Management Organisation (NADMO)

**Outcome to be evaluated**

According to the evaluation plan of the UNDP Ghana Country Office in Ghana (referred to as UNDP Ghana, hereafter), an outcome evaluation will be conducted in 2011 for the following outcome, which is stated in the CPAP of UNDP Ghana: “Increased production, productivity and income generation in deprived sectors and districts”. A detailed results framework for the outcome is summarized below:

| Intended Outcome: Increased production, productivity and income generation in deprived sectors and districts |
| Indicator: Decrease in Number of districts classified as poor. |
| Target: 20 % reduction in number of districts classified as poor. |
| Baseline: 54 districts classified as poor (2006) |

<table>
<thead>
<tr>
<th>CPAP Output</th>
<th>Indicator</th>
<th>Target</th>
<th>Baseline (2006)</th>
</tr>
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<tbody>
<tr>
<td>Increased access of the poor, especially women, to financial and business development service</td>
<td>Indicator: Enhanced access of the poor to financial and productive resources and services.</td>
<td>10 MFI's selected for capacity building support to enhance their performance</td>
<td>Limited access of the poor to productive resources, especially finance (GHC)</td>
</tr>
<tr>
<td></td>
<td>No of Clients</td>
<td></td>
<td>37,137</td>
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<tr>
<td></td>
<td>No of Borrowers</td>
<td></td>
<td>33,734</td>
</tr>
<tr>
<td></td>
<td>Savings</td>
<td></td>
<td>780,769</td>
</tr>
<tr>
<td></td>
<td>Outstanding loan portfolio</td>
<td></td>
<td>3,409,532</td>
</tr>
<tr>
<td>Capacity of Micro Small and Medium Enterprises (MSMEs) strengthened.</td>
<td>No. of MSMEs provided with BDS support % female owned businesses.</td>
<td>72,728</td>
<td></td>
</tr>
<tr>
<td>Skills Development and community-based labour intensive approaches for employment and income generation developed and implemented.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Capacity of multi-sectoral teams of field-workers developed</td>
<td>Capacity of 30 communities in 10 districts in Northern Ghana (Northern Region, Upper West Region and Upper East Regions) to lead their developed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capacity of community-based groups developed</td>
<td>Framework for</td>
<td></td>
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<tr>
<td></td>
<td>Poverty levels of individuals decreased (both subjectively and objectively)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Socio-economic and environmental status of</td>
<td></td>
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<tr>
<td></td>
<td>Inadequate number of key national development instruments reflecting livelihoods approach.</td>
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</tbody>
</table>

### Intended Outcome: Increased production, productivity and income generation in deprived sectors and districts

Indicator: Decrease in Number of districts classified as poor.

Target: 20% reduction in number of districts classified as poor.

Baseline: 54 districts classified as poor (2006)
B. Objectives of the Evaluation

The outcome evaluation shall assess the following:

(v) *Outcome analysis* – Evaluate the progress that has been made towards the achievement of the outcome (including contributing factors and constraints);

(vi) *Output analysis* - Determine contributing factors and impediments and extent of the UNDP contribution to the achievement of the outcomes through related project outputs (including an analysis of both project activities and soft-assistance activities²);

(vii) *Output-outcome link* - Assess the contribution UNDP has made/is making to the progress towards the achievement of the outcome; and

(viii) *Assess partnership strategy in relation to outcome.*

The results of the outcome evaluation will be used to guide future programming. In this regard the evaluation will:

- Identify strengths and weaknesses in the current Programme/Projects in respect of the stated outcome.
- Extract lessons and best practices for future interventions
- Propose better ways of coordinating donor interventions in the sector
- Identify priority areas of focus for future programming.

C. Scope of the Evaluation

The scope of the evaluation will cover the following:

**Geographic Focus**
The evaluation should cover the regional dimensions of the country where the projects and interventions were implemented.

**Outcome Analysis**
- Examine relevance of the intended outcome in the context of improvement in production, productivity and income generation in deprived districts in Ghana
- Determine if there has been progress made towards the achievement of the Outcome, and also identify the challenges to attainment of the Outcome.
- Examine contribution, effectiveness and relevance of on-going UNDP projects as listed above (only indicative) in achieving the intended outcome.
- Identify factors that contributed to or adversely affected the achievement of the Outcome

² For UNDP, soft assistance activities include advocacy, policy advice/dialogue, and facilitation/brokerage of information and partnerships.
Examine UNDP contribution towards intended outcomes through advocacy, partnership and donor co-ordination.

Analyze the underlying factors beyond UNDP’s control that influence the outcome.

Distinguish the substantive design issues from the key implementation and/or management issues, including the timeliness of outputs, the degree of stakeholders and partners’ involvement and how the process is well managed or carried out.

Ascertain the prospects of sustainability of UNDP interventions related to the outcome, i.e. can it be assured that the outcome would be maintained even after the withdrawal of UNDP?

**Output Analysis**

- Determine whether or not the UNDP outputs are still relevant to the Outcome.
- Examine whether or not sufficient progress has been made in relation to the UNDP outputs.
- Identify the factors (positive and negative) that affect the accomplishment of the Outputs.
- Assess UNDP’s ability to advocate best practices and desired goals.
- Identify further areas of UNDP intervention.
- Analyze outputs achieved in relation to the involvement of targeted beneficiaries, particularly women and other vulnerable groups. Whether UNDP supported programme has increased their capacity to fully access to justice and their rights.
- Assess gender equality and mainstreaming in UNDP interventions.

**Output-Outcome Link**

- Determine whether UNDP’s outputs or other interventions can be credibly linked to the achievement of the outcome (including the key outputs, projects and soft and hard assistance that contributed to the outcome);
- Identify key contributions that UNDP has made/is making to the outcome;
- Assess what the role of UNDP soft-assistance activities has been in helping achieve the Outcome;
- Assess UNDP’s ability to develop national capacity in a sustainable manner;
- Analyze the prospect of the sustainability of UNDP interventions related to the Outcome (what would be a good exit strategy for UNDP?)

**Partnerships Analysis**

- Examine the partnership among UN Agencies and other donor organizations in the relevant field: What partnerships have been formed? What has the role of UNDP been? What has the level of stakeholders’ participation been?
- Determine whether or not there is consensus among UNDP actors, partners and stakeholders on the partnership strategy;
- Determine whether UNDP’s partnership strategy has been appropriate and effective; UNDP’s capacity with regard to management of partnerships;
- Analyze how partnerships have been formed and how they performed;
- Examine how the partnership affected the achievement of or progress towards the Outcome.

**D. Methodology and Evaluation Approach**

An overall guidance on outcome evaluation methodology can be found in the *UNDP Handbook on Monitoring and Evaluating for Results* and the *UNDP Guidelines for Outcome Evaluators*. The evaluators are expected to come up with a suitable methodology for this outcome evaluation based on the guidance given in these two documents. It is suggested that the evaluators make the evaluation process participatory through consultations with key stakeholders in order to utilize existing information, examine local sources of knowledge and to enhance awareness about and mainstreaming results-based management.

During the outcome evaluation, the evaluators are expected to apply the following approaches for data collection and analysis:
- Desk review of relevant documents (project documents with amendments made, review reports - midterm/final, donor-specific, etc);
- Discussions with the Senior Management and programme staff of UNDP Country Office;
- Briefing and debriefing sessions with UNDP and the Implementations Partners, as well as with other donors and partners;
- Interviews (including gathering the information on what the partners have achieved with regard to the outcome and what strategies they have used) with partners, stakeholders and other donors;
- Field visits to selected project sites and discussions with project teams, project beneficiaries;
- Consultation meetings.

E. EVALUATION TEAM

Members of the mission must not have been associated with the formulation and implementation of any of the projects contributing to the outcome being evaluated as listed under programme overview.

It is proposed that the evaluation team is made up of a lead national consultant with experience in Institutional development, MSME Development, Poverty Reduction/Sustainable livelihoods and results-based evaluation supported by two national consultants experienced in Microfinance, Enterprise/Business Development, sustainable livelihoods.

The lead consultant should be fluent in English, have an advanced university degree and at least ten years of work experience in the field of development management, poverty reduction enterprise development or local level development, monitoring and evaluation, A sound knowledge of results-based management (especially results-oriented monitoring and evaluation), previous experience in conducting similar evaluations and excellent writing and analytical skill are required.

The team leader will take the overall responsibility for the quality and timely submission of the evaluation reports to the UNDP Country Office.

Specifically, the team leader will perform the following tasks:

- Lead and manage the evaluation mission;
- Design the detailed evaluation scope and methodology (including the methods for data collection and analysis) for the report;
- Decide the division of labour within the evaluation team;
- Conduct an analysis of the outcome, outputs and partnership strategy (as per the scope of the evaluation described above) for the report;
- Draft related parts of the evaluation reports; and
- Finalize the whole evaluation report.

The other consultants should have advanced university degrees and at least five years work experience in the areas of local level development, microfinance, enterprise development, Each consultant should have sound knowledge and understanding of local development in Ghana, and have experience in conducting evaluation. S/He will perform the following:

- Review documents;
- Participate in the design of the evaluation methodology;
- Conduct an analysis of the outcome, outputs and partnership strategy (as per the scope of the evaluation described above);
- Draft related parts of the evaluation report; and,
Assist Team leader in finalizing document through incorporating suggestions received on draft related to his/her assigned sections.
Proposed Evaluation Mission (6 weeks)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsible party</th>
<th>Timeframe/Deadline</th>
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<tbody>
<tr>
<td>Submission of Inception Report</td>
<td>Evaluation team</td>
<td>1 week</td>
</tr>
<tr>
<td>Field visits, interviews with partners, and key stakeholders</td>
<td>Evaluation team</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Drafting and submission of draft report</td>
<td>Evaluation team</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Presentation of Draft report to UNDP and partners</td>
<td>Partners and the Evaluation team</td>
<td>1 day</td>
</tr>
<tr>
<td>Finalization of the evaluation reports</td>
<td>Evaluation team</td>
<td>1 week</td>
</tr>
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</table>

**F. Key Deliverables**

1) An Inception report
2) Debriefing of UNDP and partners
3) Draft report
4) A comprehensive evaluation report in English – the key product expected from this outcome evaluation (2 Hard copies and a soft copy in MS Word and Acrobat reader) that should, at least, include the following contents:

- **Executive Summary**
- **Introduction**
- **The Development Context**
- **Evaluation Methodology**
- **Findings and Conclusions**
  - Status of the outcome
  - Factors affecting the outcome
  - UNDP contributions to the outcome through outputs
  - UNDP partnership strategy
  - Rating of progress on outcomes and outputs
- **Lessons Learned**
- **Recommendations**

*Annexes: TOR, field visits, people interviewed, documents reviewed, etc.*

**Reference Materials**

The evaluators should study the following documents:

1. UNDP Handbook on Monitoring and Evaluating for Results
2. UNDP Guidelines for Outcome Evaluators
3. UNDP Results-Based Management: Technical Note
6. Project Documents and relevant reports
7. Other documents and materials related to the outcome to be evaluated (from the government, donors, etc.)

**G. REPORTING**
The consultant(s) will be reporting directly to UNDP senior management.

   a) An inception report
   b) A Draft Report, and
   c) The Final Report

**H. DURATION OF ASSIGNMENT**
The assignment should be executed within a period of one month (25 working man-days).

**I. FEE**
The consultants will be recruited and paid in accordance with UN conditions and procedures.

**J. TERMS OF PAYMENT**

20% upon submission and acceptance of an inception report, indicating preparations made and how the assignment is going to be executed.

30% on submission and acceptance of Draft Final Report.

50% on submission and acceptance of Final Report.
GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-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.

2. 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 UNDP 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’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, 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 UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3. 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 UNDP. 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 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 licence 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 UNDP, 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.

4. 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 bodies, 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.

5. 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, and 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 UNDP, the Individual contractor or the Individual contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. 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. The terms or conditions of any supplemental undertakings, licences 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, licences 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.

7. 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.

8. 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.

9. 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.

10. 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 done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURO; 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 UNDP 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 UNDP 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.

13. 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 right 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 property, 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 UNDP 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.

14. 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.

15. TAXATION: Article II, 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 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.

16. 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. UNDP 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 an 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 reasonable 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’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. 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 International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. 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.