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**Date of Issue: 23 March 2012**

**Closing Date: 13 April 2012**

**(Reference No. RFP/UNDP/2012/005)**

### **Request for Proposal (RFP)**

You are requested to submit a proposal for **“terminal evaluation and documentation of the Project on Access to Justice for Marginalized People”**, as per enclosed Terms of Reference (TOR).

1. 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)

2. Your offer comprising of technical proposal (in duplicate) and financial proposal, in separate sealed envelopes, should reach the following address no later than **13<sup>th</sup> April, 2012, 1730 hrs. (India Time) quoting “RFP/UNDP/2012/005” as the subject:-**

**Mr. Vineet Mathur  
Procurement Associate  
United National Development Programme,  
55, Lodhi Estate, New Delhi – 110003  
Tel: +91-11-46532296  
Fax: +91-11-24627612**

3. If you request additional information, we would endeavour 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. For any query, you may write to [surjit.singh@undp.org](mailto:surjit.singh@undp.org) latest by 6<sup>th</sup> April 2012.

## **Instructions to Offerors**

### **A. Introduction**

#### **1. General**

Purpose of RFP: Terminal evaluation and documentation of A2J Project

#### **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 be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### **B. Solicitation Documents**

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

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

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

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives latest by 6<sup>th</sup> April 2012.

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

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

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

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

### **C. Preparation of Proposals**

#### **6. Language of the proposal**

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

## 7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

## 8. Proposal form

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

### (a) Management plan

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

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

### (b) Resource plan

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

### (c) Proposed methodology

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; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any financial information whatsoever on the services offered. Financial 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.

### (d) Preparation of Proposals

The technical proposal must include the following information along with a completed organization profile:

**Proposal Format:**

The proposal must be submitted in the prescribed format along with a completed organization profile. **The price schedule must be submitted in a separate sealed envelope.**

The technical proposal must include the following information:

- I. Project Title
- II. Name of the Organisation
- III. Contact Details
- IV. Brief Background of the Organisation
- V. Collaborating Partners (if any)
- VI. Project Description:
  - Project goal
  - What is the duration of the project?
  - Detailed methodology
  - Activities to be undertaken
  - Time schedule with milestones - The time frame should include specific timelines for the completion of each component along with its testing and reporting to Project Management Team.
  - Is the project co-funded by any other source?
  - What are the likely risks to the project?
- VII. Essential Criteria: The proposal must indicate which of the technical evaluation criteria as mentioned in the paragraph (20) does it fulfil and how?
- VIII. Technical Competence
  - a. Briefly describe your organizational capacity to produce this kind of project (e.g. staff strengths, experience, office locations, physical space etc.).
  - b. What type of team will be assigned to this project? What will each person's role be? Please include a brief background summary for each key staff member assigned to this project, along with his/her technical competencies and experience.
  - c. Please discuss any partnerships with other organizations for technical support.
  - d. Please provide brief details of prior work on project evaluation and documentation.
  - e. Provide reference information for three former or current clients, if any.
- IX. Project Evaluation and Monitoring Indicators: Please indicate the tools to be used for monitoring the progress.
- X. Key deliverables of the project.
- XI. Copy of the organization's Registration Certificate.
- XII. Names and contact details of 2 funding agencies that have supported the work of the organization in the last 3 years.

**9. Proposal prices**

The Offeror shall indicate in the format given in the Annexure V, the prices of services it proposes to supply under the contract.

Kindly provide a detailed budget (with breakups) keeping in mind the outputs/deliverables expected at the end of the Project.

#### 10. Proposal currencies

All prices shall be quoted in Indian Rupees (INR).

#### 11. Period of validity of proposals

Proposals shall remain valid for One Hundred & Twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

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

#### 12. Format and signing of proposals

The 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 initialled by the person or persons signing the Proposal.

#### 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the proposal submitted by the contractor, upon achievement of the corresponding milestones. Concurrence of the PMU will also be sought prior to making payments to the Contractor.

### D. Submission of Proposals

#### 14. Sealing and marking of proposals

(a) The outer envelope (**bearing sender's name and address**) shall be:

- **addressed to –**

Mr. Vineet Mathur, Procurement Associate  
United Nations Development Programme  
55, Lodi Estate, New Delhi - 110003  
Tel: + 91-11-24628877

- **marked with –**

"terminal evaluation and documentation of the Project on Access to Justice for Marginalized People"  
(Ref No.RFP/UNDP/2012/005)

- (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.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

#### 15. Deadline for submission of proposals

Proposals must be received by the Procurement Division, UNDP at the address specified under clause *Sealing and marking of Proposals* **no later than 13<sup>th</sup> April 2012**, 1730 hrs, India time, India time.

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

#### 16. Late Proposals

Any Proposal received by the Procurement Division, 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 the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

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

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

### E. Opening and Evaluation of Proposals

#### 18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of Procuring UNDP entity.

#### 19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Procuring UNDP entity 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 amount or substance of the Proposal shall be sought, offered or permitted.

## 20. Preliminary examination

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

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

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

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

## 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 100 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 contractors, who have attained minimum 70% score in the technical evaluation will be opened and compared.

The contract will be awarded to the Contractor(s) that score highest marks aggregated for technical and financial proposal (70% weight to technical proposal and 30% weight to financial proposal).

### **Technical evaluation criteria**

	<u>Points Obtainable</u>
1. Experience in the field of project evaluation	15
2. Experience in the field of documentation	10
3. Experience of working with government and funding agencies	10
4. Capacity to handle the assignment in the proposed time	10
5. Qualifications & experience of the proposed team members	30
6. Quality of the proposal submitted & alignment of the proposal with the RFP, project objectives and deliverables	15
7. Methodology proposed	10
<b>Total</b>	<b>100</b>

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NOTE: UNDP reserves the right to do a reference check on the organisation's background and work

The scores noted in the evaluation sheet are tentative and can be changed depending on the need or major attributes of technical proposal.

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## **F. Award of Contract**

### **22. Award criteria, award of contract**

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

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

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

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

### **24. Signing of the contract**

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



**GENERAL CONDITIONS  
OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices,

copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

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

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

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1**a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2**any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

## **16.0 SETTLEMENT OF DISPUTES**

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

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple

interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

## Terms of Reference (TOR)

<b>Project Title:</b>	Access to Justice for Marginalized People
<b>Assignment title:</b>	Terminal evaluation and documentation of A2J Project
<b>Practice area:</b>	Governance
<b>Duty station:</b>	New Delhi
<b>Expected locations for travel:</b>	Select areas in Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Orissa, Rajasthan and Uttar Pradesh
<b>Type of Assignment:</b>	Institutional Service Contract
<b>Duration of the Assignment:</b>	3 months

### 1. Background and Context:

UNDP is supporting the Department of Justice, Ministry of Law and Justice, Government of India in implementing the Access to Justice for Marginalized People (A2J) Project. The Project aims to address the needs of marginalized groups who do not have strong lobbies to ensure that their rights are guaranteed and, therefore, strengthen access to justice for the marginalized - particularly women, Scheduled Castes, and Scheduled Tribes. The Project focuses, on the one hand, on improving institutional capacities of key justice service providers to enable them to effectively serve the poor and disadvantaged and, on the other hand, on directly empowering the poor and disadvantaged men and women to seek and demand justice services.

UNDP and Department of Justice, Government of India partnership began with a preparatory phase, Strengthened Access to Justice in India (SAJI), to carry out a justice sector diagnosis, identify entry points and support innovative small pilots to identify good initiatives for replication. Based on lessons and results of the first phase and an extensive design mission, the current project (2008-2012) was developed.

This document lists the Terms of Reference for the Evaluation and Documentation of the A2J Project as well as designing of project on access to justice for the next phase. The selected agency will document and evaluate the A2J project designed under the UNDP India's Country Programme Action Plan (2008-2012) which sets, as one of its key-result goals, the establishment of systems and mechanisms to provide identified poor women and men and excluded groups access to justice at local level in selected UNDAF states<sup>1</sup>. It is positioned within the over-arching objective of United Nations Development Assistance Framework (UNDAF) 2008-2012, of "promoting social, economic and political inclusion for the most disadvantaged, especially women and girls." The specific UNDAF outcome to which the project relates is "Systems and mechanisms in place to provide identified vulnerable and excluded groups access to justice at local level"<sup>2</sup>. Towards this outcome, the UNDP Country Programme focuses its efforts to increase the ability of vulnerable groups to seek remedies and of service providers to deliver justice in conformity with national and international human rights principles and standards. The formulation of the UNDAF was guided by the Millennium Development Goals (MDG) and the GOI's Eleventh Five Year Plan.

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<sup>1</sup> UNDP Country Programme Outcome 2.2

<sup>2</sup>UNDAF CP Outcome 2.5



The A2J Project is being implemented in the UNDAF focus states of Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Orissa, Rajasthan and Uttar Pradesh, as well as at the national level with key institutions. Notably, the Project started in May 2009 with the signing of the first Annual Work Plan and has already completed a little over two and a half years of implementing activities. The Project is supporting organisations/institutions to implement certain innovative activities relating to enhancing legal awareness of the communities and strengthening the capacities of justice delivery institutions, CSOs, and communities in the 7 Project States. The Project has also supported select action research studies. It has been successful in facilitating channels for engagement and communication between justice and other public institutions and the most vulnerable groups at the local level.

### **1.1 Results so far**

- The project has built greater synergy between a range of key actors, both nationally and at state levels to better coordinate efforts in supporting the legal needs of marginalized communities
- Convergence with the Department of Secondary Education and Literacy resulting in a decision to include legal literacy in the continuing adult literacy programme under the Sakshar Bharat scheme
- A first-ever study on legal aid clinics run by law schools
- Studies conducted on discrimination against SCs in public places, in land alienation and in access to public services in select districts of Rajasthan and Jharkhand
- Six RTI and land resource centres made operational in Kalahandi district of Odisha, resulting in installation of solar light systems in several villages of Nakrundi and Karlapat gram panchayats (through use of RTI) . Over 1600 individual claims and 15 community claims for land were settled in the Thuamul Rampur and Junagarh blocks under the Forest Rights Act, 2006.
- As a result of a public interest litigation filed by volunteers of a Right to Information Centre in Odisha, government departments and offices have been directed by the state to ensure greater compliance of the RTI Act
- Greater legal awareness to 15,00,000 people on laws related to women's rights, tribal communities and the poor through range of legal empowerment activities and outreach materials. Of these, over 5,00,000 are women.
- Over 4000 legal aid lawyers, paralegals, elected women representatives from minority communities such as dalits, and representatives from various non-government organizations and self help groups have been trained to assist marginalized people access justice.
- Capacity development of over 400 Self Help Groups and 30 Community Based Organizations
- Legal aid programmes in 67 districts use innovative strategies such as use of technology, formation of networks, community radio, and help lines to generate awareness
- 100 paralegal workers trained in Bihar and Uttar Pradesh are now closely linked to the District Legal Services Authorities in assisting marginalized communities
- 250 radio spots have helped disseminate information on a range of legal rights including the public distribution system legal aid mechanisms, entitlements schemes such as the Mahatma Gandhi National Rural Employment Guarantee Act, the right to education, domestic violence and minority rights
- Over 12,000 existing and/or potential litigants are now accessing free legal aid and justice services in 3 districts of Jharkhand. This includes realization of entitlements such as old age and widow pension, inclusion in the Below Poverty Line (BPL) category and redressal of delayed payments under the job guarantee scheme

### **1.2 Plans for the future**

Looking out for better results in the future and improved Project design of the next phase (2013 - 2017), UNDP - India intends to continue supporting a project on access to justice for marginalized sections of the society.

## **2. Purpose:**

Terminal Evaluations are intended to measure outcomes, demonstrate the effectiveness and relevance of interventions and strategies, document lessons learned (including lessons that might improve design and implementation of other UNDP projects and government interventions), indicate early signs of impact and recommend what interventions to promote and abandon. It also looks at potential impact and sustainability of results. In addition, the required documentation should identify, capture and document the processes followed in the project implementation, lessons learnt, good practices, key achievements and challenges under the A2J project in the aforementioned 7 States.

The Project Evaluation and Documentation is intended to be a systematic learning exercise for project partners. To achieve this, the documentation and evaluation will take place in a consultative manner. It will also identify and document lessons learnt and make recommendations that might improve the design and implementation of similar projects.

From the point of view of the design and implementation of the project, the key stakeholders are:

- Beneficiaries in the selected Districts;
- Resource Persons, facilitators, paralegals, lawyers and other intermediaries who benefitted from project interventions;
- Civil Society Organisations supported through the project
- Legal Services Authorities at the national and state levels in the project States;
- Department of Justice, Ministry of Law and Justice, Government of India;
- UNDP India

## **3. Objectives:**

Consistent with UNDP evaluation policy, the Project Documentation and Evaluation have four main objectives:

- To evaluate results and impacts, including an assessment of sustainability;
- To provide a basis for decision making on actions to be taken post-project;
- To assess the effectiveness and efficiency of resource use; and
- To document success stories.

The purpose of the evaluation and documentation is to:

- Provide substantive direction to the formulation of programme and project strategies in the next phase;
- Support greater UNDP accountability to national stakeholders and partners in India;
- Serve as a means of quality assurance for UNDP interventions at the country level; and
- Contribute to learning at corporate, regional and country levels.

## **4. Scope of the Required Work:**

The scope of the evaluation and documentation is closely related to the following objectives:

### **4.1. Appropriateness of the project's concept and design:**

Assess the appropriateness of the project's concept and design and the project's effectiveness in realizing its immediate objectives and the extent to which they have contributed towards achieving the stated targets.

The documentation of the Project should identify the processes, lessons learned and experiences across the three years in designing, implementing and monitoring the Project. The aim should not only be to document good practices, but also help in understanding the constraints and challenges, and generate a knowledge product that can contribute towards improved programmes design, interventions and policies, not only for the next phase of the A2J Project (2013 – 2017), but also be relevant for other Project design and implementation in similar areas.

On the other hand, the evaluation should particularly assess whether:

- The problem was identified correctly;
- The project approach (incl. having variety of partnerships) was sound, and the identification of stakeholders, nodal agencies, operational partners, beneficiaries and users of the project results was done appropriately;
- The institutional arrangements (Government and UNDP) in attaining the long-term objective of the project were adequate;
- The underlying assumptions were accurate and the objectives were the correct ones for solving the perceived problem;
- The objectives and outputs were stated precisely and in verifiable terms;
- The objectives were achievable;
- The linkages between objectives, inputs, activities, outputs, expected outcomes and impact was logical;
- The relationship between the different project elements (outputs, activities etc.) were logical and commensurate with the time and resources available;
- The adequacy of the quantity and quality of project inputs relative to the targeted outputs;
- The project was relevant to:
  - The needs of stakeholders;
  - The development priorities of the Government of India;
  - The UNDP areas of focus.

#### **4.2 Review efficiency and adequacy in implementation and management of the project**

In particular, the agency should review the following:

- The quality and timeliness of - inputs, activities, responsiveness of project management of changes in the project environment and of the monitoring/ backstopping of the project by all concerned parties;
- Evaluate whether project design allowed for flexibility in responding to changes in the project environment;
- How well the project used its resources (including human and financial) to produce outputs and carry out activities;
- Whether the project strategy was clearly articulated and followed; a work plan was prepared and followed and the timeliness of the project inputs deployed in relation to the annual work plans;
- The factors that impeded or facilitated the production of the outputs;
- The appropriateness of the institutional arrangements for execution and implementation, in particular the following:
  - How well the project was managed;
  - The adequacy of the monitoring and reporting mechanisms;
  - The adequacy of the government commitment to the project;
  - Whether stakeholders have a sense of ownership of the project;
  - The efforts made by the partner organisations to ensure participation of different stakeholders, especially women in the implementation process and the extent of their participation;
  - Whether there were any conflicts of interest among stakeholders, and if so, the steps taken to resolve these conflicts.

### **4.3 To Review the Results of the Project**

In particular, the evaluation should:

- Review the achievements of the project and assess their effectiveness in solving the perceived problems/bottlenecks;
- Assess whether the project has produced its outputs effectively and efficiently and whether Results-Based-Management (RBM) and performance indicators have been used as project management tools;
- Assess whether the project has achieved or impeded the progress towards achieving its desired results (i.e. assess project impact);
- Determine the impact of the project upon beneficiaries/users, particularly with respect to building and strengthening capacity among civil society partners and stakeholders of the public;
- Assess any unforeseen effects on non-target groups and any unintended effects caused by the project;
- Assess the adequacy of the project's monitoring system;
- Assess the infrastructural, logistical, and financial implication of sustaining the project objectives beyond the project duration/after completion of UNDP funding and assess whether mechanisms been put in place at the State level to ensure the sustainability of project results;
- Determine how successful has the project been in maintaining interest of NGOs, the government sector and academic institutions;
- Assess whether lessons from project and or project deliverables have informed GoI policy or programmes;
- Assess the results and impact of the Project, in which lessons learned are identified for the next phase or for similar projects elsewhere;
- Based on the evaluation, provide the design and road map for the next phase of the Project (2013 – 2018).

### **4.4 Document Success Stories and Lessons Learnt:**

Identify and document key achievements, success stories, lessons learned and results of the Project. In particular, the evaluation and documentation should describe the main lessons that have emerged in terms of:

- Strengthening government ownership;
- Strengthening stakeholder participation;
- Application of adaptive management strategies;
- Knowledge transfer;
- And Role of M&E in project implementation and its effectiveness.

#### **4.4.1 Project Specific Learning:**

- a. Has the training component of the project resulted in an increase in the pool of trained human resources at State level who are able to conduct A2J trainings or are able to assist people in accessing justice?
- b. Has the project been able to involve stakeholders on the demand side? In which way and what were the interventions that they perceived as most useful? Documentation of good practices for up-scaling would be of interest.
- c. Has the Project been able to involve the Legal Services Authorities on the supply side? Which interventions do they perceive as most useful? Documentation of ideas from LSAs that could be included in the next phase of programming would be of interest.
- d. Has the project ensured gender issues in all stages of the project cycle? Has the project focus on gender equality as an objective, rather than women as target group? Does the project pay attention to men and their role in creating a more equal society?

#### **4.4.2 Other Specific Project Issues to be addressed:**

- Quality and efficacy of capacity building (of the intermediaries who assist marginalized people) done under the project;
- Collaborative approach between the DoJ, NALSA, SLSAs, other government departments;
- Involvement of local communities, NGOs, CBOs, disadvantaged groups and women groups;
- Appropriateness of fund flow arrangement in the project for enhanced implementation;
- Implementation strategy and networking for smooth implementation;
- Systems and innovations in information exchange/sharing at the local, state and national level, if any.

#### **4.4.3 Success Stories as Case-Studies:**

The consultant is also expected to identify and document key achievements of the project and compile selected Success Stories as case-studies after interacting with the community, beneficiaries/beneficiary organizations that can be useful for advocacy purposes.

The case-studies should be gathered together as a compendium of good practices for reference and use of policy makers, project designers, project managers and governance professionals.

#### **4.4.4 Recommendations:**

The agency should come up with recommendations regarding specific actions that might be taken to improve the efficiency, effectiveness, impact and management arrangements of similar future projects, if taken up.

### **5. Methodology and Evaluation Approach:**

The evaluation and documentation will be conducted in a participatory manner working on the basis that its primary purpose is to assess the results (outcomes), impacts, performance (on the basis of the indicators identified in the Results matrix) and sustainability of the project. For this to happen, the evaluation documentation evaluation will start with a review of the key project documents, notably Minutes of Project Steering Committee Meetings, Quarterly Reports, Back-to-office Reports and any other reports and correspondence that seems relevant.

The project documentation and evaluation approach will combine methods such as documentation review (desk study), interviews and field visits. All relevant project documentation will be made available to the evaluation team by UNDP and DoJ. After studying the documentation the agency will conduct interviews with all relevant partners including the beneficiaries. Validation of findings with stakeholders should happen through circulation of initial reports for comments or other types of feedback mechanisms.

Throughout the period of the evaluation, the selected agency will liaise closely with the concerned UNDP officials, the concerned Government departments and the team assigned for the project. The consultants can raise or discuss any issue or topic they deem necessary to fulfill the tasks. The Consultants, however, are not authorized to make any commitments to any party on behalf of UNDP or the Government.

The agency should provide details in respect of:

- Documents reviewed;
- Interviews;
- Field visits;
- Questionnaires, if any;
- Participatory techniques and other approaches for gathering and analysis of data;
- Participation of stakeholders and/or partners.

The project progress and achievements will be tested against following evaluation criteria:

- a. **Relevance** – the extent to which the activity is suited to local and national development priorities and organizational policies, including changes over time.
- b. **Effectiveness** – the extent to which an objective has been achieved or how likely it is to be achieved.
- c. **Efficiency** – the extent to which results have been delivered with the least costly resources possible.
- d. **Results/impacts** – the positive and negative, and foreseen and unforeseen, changes to and effects produced by a development intervention.
- e. **Sustainability** – the likely ability of an intervention to continue to deliver benefits for an extended period of time after completion.

The Project will be rated against individual criterion of relevance, effectiveness, efficiency and impact/results based on the following scale:

- Highly Satisfactory (HS): The project has no shortcomings in the achievement of its objectives.
- Satisfactory (S): The project has minor shortcomings in the achievement of its objectives.
- Moderately Satisfactory (MS): The project has moderate shortcomings in the achievement of its objectives.
- Moderately Unsatisfactory (MU): The project has significant shortcomings in the achievement of its objectives.
- Unsatisfactory (U): The project has major shortcomings in the achievement of its objectives.
- Highly Unsatisfactory (HU): The project has severe shortcomings in the achievement of its objectives.

As for sustainability criteria the agency should at the minimum evaluate the “likelihood of sustainability of outcomes at project termination”, and provide a rating for this.

## **6. Documentation and Evaluation Products (Deliverables):**

The selected agency will provide 2 distinct products:

- 7.1 An evaluation report not exceeding 60 pages
- 7.2 A documentation report not exceeding 60 pages

### **6.1 Evaluation Report:**

The outline and main finding of the evaluation should be completed and handed to UNDP during the final de-briefing session. The final draft report should be produced according to the suggested format outlined below. At the end of the evaluation, the team leader will submit the draft evaluation report to UNDP. Based on the comments of the stakeholders, the team will finalize and submit the final version of the report to UNDP, New Delhi within ten days of receipt of comments.

While the Consultants are free to use any detailed method of reporting, the Evaluation Report should contain at least the following:

- Title Page;
- List of acronyms and abbreviations;
- Table of contents, including list of annexes;
- Executive Summary (Gender issues are to be noted in the executive summary);
- Introduction: background and context of the programme;
- Description of the program – its logic theory, results framework and external factors likely to affect success;
- Purpose of the evaluation;
- Key questions and scope of the evaluation with information on limitations and de-

limitations;

- Approach and methodology;
- Findings including key achievements and success stories;
- Summary and explanation of findings and interpretations;
- Lessons;
- Conclusions ;
- Recommendations
- Strategies for the next phase;

## **6.2 Documentation Report:**

The documentation report will:

- Document all the Project initiatives and processes undertaken from 2009 till date;
- Document the impact and sustainability of processes followed by the A2J Project;
- Document the advantages and disadvantages of the process and strategies adopted and provide suggestions for the next phase of programming;
- Compile case-studies, stories, lessons learnt, and best practices (these should be captured in such a manner that they can be easily retrieved and shared with others in different formats);
- Include at least 10 high quality, high resolution photographs with captions from each of the initiatives with a descriptive file name. The caption should identify the date, location, subject, indicate size and a short description of project/ situation captured. The name and contact details of the photographer should be provided for purposes of credit and follow-up queries, if any. Under all circumstances, photographs should convey respect for human dignity and rights, even when they portray difficult issues such as conflict and poverty; and
- Provide suggestions for the next phase of the project;

In addition, the final reports should contain the following annexes:

- Terms of Reference for the evaluation and documentation ;
- Itinerary (actual);
- List of meetings attended;
- List of persons interviewed;
- List of documents reviewed;
- Any other relevant material.

## **6.3 Specific Tasks of the Agency**

In particular, the agency will be responsible for:

- a. Presenting the draft evaluation and documentation framework and timeline and get approval of the latter from the UNDP;
- b. Desk review of existing documents, and the project management database;
- c. Conduct fieldwork in cooperation with DoJ and UNDP, conduct interviews with stakeholders and communities to generate authentic information/opinions;
- d. Write and compile reports;
- e. Make a presentation of the findings highlighting achievements, constraints and realistic recommendations to decision makers and stakeholders;
- f. Finalise the Project evaluation and documentation report.

## **7. Competencies of the Agency and the Evaluation Team:**

7.1 The selected agency must have the following qualifications and experience:

- i. Demonstrable experience of at least 5 years in conducting evaluation studies for comparable projects.
- ii. Experience of working with donors, multilateral agencies, UN agencies and Government will be preferred.
- iii. Capacity to mobilise a team of experienced evaluators to visit multiple field sites to collate data and analyze the same within the specified time period

**7.2 The team leader** needs to have the following qualifications/skills and experience:

- i. A strong professional background with a minimum Masters degree in economics, law, development/planning or any other social sciences related to Access to Justice, Legal Empowerment and Development issues especially gender;
- ii. A strong professional background in rights based development and A2J issues with a minimum of 8 years of relevant experience;
- iii. Demonstrated skills and knowledge in participatory monitoring and evaluation processes;
- iv. Extensive knowledge of results-based management evaluation, as well as participatory M&E methodologies and approaches,
- v. Demonstrated ability to assess complex situations, succinctly, distil critical issues, and draw forward-looking conclusions and recommendations;
- vi. Strong reporting and communication skills
- vii. Ability and experience to deliver quality reports within the given time;
- viii. Excellent communication skills with various partners including donors
- ix. Team work skills and experience in leading teams
- x. Proficiency in English and Hindi.
- xi. Excellent writing and communication skills in English.

**8. Implementation Arrangements:**

**8.1 Time frame for the Evaluation Process:**

The total duration of the review and the finalization of the report are 12 weeks, including the visits to project sites and interaction with the implementing agencies and other stakeholders. Within the first 2 weeks of the contract, the consultant/agency should develop a road map, tools and methodology for evaluation and documentation, as well as submit an outline of the final report. The draft report should be submitted within the first 2 months of the contract. The final report should be preceded by a presentation before the Department of Justice and UNDP. If there are discrepancies between the impressions and findings of the evaluation team and the aforesaid parties, these should be explained in an Annex attached to the final report.

**ANNEXES:**

- A. Relevant Project Documents (to be provided at inception)
1. Project Document;
  2. Fact Sheet; and
  3. Reports of various events, Study Reports, Quarterly Progress Reports, etc.

B. Evaluation Guidelines

The following documents are an essential part of the TORs and are enclosed for the reference of the evaluators in a single PDF file titled *"Guidance to Evaluators of UNDP Programmes"*:

1. Excerpts from UNDP Evaluation Policy Documents clarifying briefly what UNDP expects from Evaluations
2. Ethical Code of Conduct for UNDP Evaluations
3. Guidelines for the Evaluation Report
4. The Evaluation Policy of UNDP
5. Norms for Evaluation in the UN System
6. Standards for Evaluation in the UN System
7. Guidelines for Outcome Evaluators
8. Mandatory Issues on gender to be covered in Evaluations

The Guidelines for Outcome Evaluators and the UNDP Handbook on Evaluation are also available on UNDP's website <http://www.undp.org/eo/methodologies.htm> and may be consulted by the evaluators.



**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) 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.

We agree to abide by this Proposal for a period of 120 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

(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.

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

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

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

In addition to the hard copy, provide the technical and financial information on separate CDs.

### Price schedule

Description of Activity/Item Production cost		Unit cost	Total Amount (INR)
1	Remuneration (please provide separate costs for each individual/designation along	(per month/day)	
2	Travel costs (provide break ups)		
3	Administrative costs		
	Communications		
	Stationary		
	Accounts & Audit expenses		
<b>TOTAL COST</b>			

**Please Note:**

UNDP is exempted from Service Tax.